

**THE REGISTRATION OF DOCUMENT ORDINANCE
(CAP.117)**

BETWEEN

ERASTO MWALONGO

AND

SEASONS ORCHARDS LIMITED

**IN RESPECT OF THE FARM No. 44 & 54 (214.4 HECTARES) & (100 HECTARES) BOTH
LOCATED AT HAGAFILO VILLAGE, YAKOBI WARD DIVISION, NJOMBE REGION**

LEASE AGREEMENT

This lease is made this 1st Day of June 2015. Between **ERASTO MWALONGO** of P.O BOX 605 ,NJOMBE, Tanzania (herein after referred as the “ Lessor” of the one part and **SEASONS ORCHARDS LIMITED** of P.O. Box 805 HAGAFILO NJOMBE (herein after called “the Lessee”) of the other part.

Where as the Lessor is the owner of the two farms situated at AT HAGAFILO VILLAGE, YAKOBI WARD DIVISION, NJOMBE REGION and WHERE AS the Lease is desirous to occupy the said 2 farms of 214.4 hectares and 100 hectare for a period of 10 yrs as from 31st day of August 2020 to 31th August, 2030 at the monthly rent al of Tshs 1,000,000 per month.

The rentals are payable in advance for one year to be reviewed every two (10) years based on marketing price at the time of review. The Landlord acknowledges receipt of the stipulated rents by signing this Lease Agreement and issuing relevant receipts.

A. THE LESSEE COVENTS WITH THE LESSOR as follows:

1. To pay the rent agreed the manner as herein before provided.
2. To use the said farms for agricultural purposes
3. Not to do or permit anything to be done in or upon the demised premised premises or any part there of which may be or become a nuisance annoyance or disturbance to the occupants in the neighborhood.
4. Not to sublet or part with the possession of the whole or any part of the said farms except with the consent in writing of the Lessor first had and obtained.
5. At the end or soon after the determination of this lease quickly and peacefully to deliver up the Lessor or his agent possession of the said premises in such good Tenantable order or repair as the same ought to be in having regard to the covenants On the part of the Lessee herein contained.

6. To permit at a reasonable notice the Lessor or his agent to enter the Premise to inspect or effect repairs.
7. To pay electricity and water bills during the period of Tenancy

B: THE LESSOR HEREBY COVENANTS WITH THE LESSEES as follows:-

- i) To pay all Land rates and all other charges/imposed on the demised premises whether by the Government or the local Authorities except water and electricity charges.
- ii) Permit the Lessees paying the rent hereby reserved and performing and observing the Covenants and conditions herein contained or implied and on its part to be performed and observed peaceably and quietly to possess and enjoy the demised premises during term hereby created without any interruption from or by the Lessor or any person rightfully claiming from or under him.

IT IS: Hereby mutually agreed by and **BETWEEN** the parties here to as follows:-

- a) The lease shall determine at the expiration of the 10 years to be counted from the 31st day August 2020 and ending the end of 31th August 2030

IN WITNESS WHERE OF the parties hereto have set their respective hands and common seal the day and year herein after following:-

1. SIGNED and DELIVERED by: ERASTO MWALONGO

Signature.....*Mwalongo*.....

DATE: 31st August 2020

POSTAL ADDRESS: P.O BOX 625, NJOMBE

QUALIFICATION: LAND LORD

2. SIGNED and DELIVERED by LIBAN MAHAMUD, MANAGING DIRECTOR OF SEASONS ORCHARDS COMPANY LIMITED

Signature.....*Liban Mahamud*.....

DATE: 31st August 2020

POSTAL ADDRESS: P.O. Box 805 NJOMBE

QUALIFICATION: DIRECTOR

Certified True Copy of the Original
Sign: *[Signature]* Date: *31/08/2020*
KAMYA PETER
Advocate, Notary
Public & Commissioner for Oaths