

## LAND LEASE AGREEMENT

1. **THIS AGREEMENT** made this 20th day of October, 2021 between Mega Cashew nuts and Allied Plantations Limited of P.O. Box 5767 Dar es Salaam, Tanzania (hereinafter referred to as "the Lessor") of the one part and Mega Builders Limited of P.O. Box 5767 Dar es salaam, Tanzania (hereinafter referred to as "the Lessee") of the other part.

2. **WHEREAS** the Lessor is the owner of a land property located at Vikumburu Village situated within the boundaries of Kisarawe District in Coast Region and is desirous of leasing properties (hereinafter referred to as the "Demised Premises") to the Lessee for development of livestock farming and hatcheries use purposes only for a consideration of TShs 4,000,000/= (TShs Four Million Only) per annum and,

3. **WHEREAS** the Lessee is desirous of taking in lease of the abovementioned Demised Premises for the same consideration and upon the conditions and the terms hereinafter appearing.

### 4. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

4.1 The Lessee undertakes to develop leased properties into fish farms and hatcheries, ostrich farms, and ostrich and chicken hatcheries as well as developing and installation of all the necessary projects' supporting infrastructure and other such facilities to create a friendly environment that is friendly and conducive for aforementioned projects implementation.

4.2 The period of tenancy herein referred as the "Contractual Period" shall be for Twenty (20) years starting from the First day of November 2021 to the Thirty first day of October 2041 with an option for renewal following three months prior to the expiry date.

4.3 On expiry of the Lease Agreement on the Thirty first day of October 2041, the Lessee undertakes to surrender the Demised Premises with all the developments therein intact to the Lessor, and further undertakes to do all the renovations necessary to make the property good for further leasing.

4.4 The annual rent shall be TShs 4,000,000/= (Shillings Four Million Only) payable twelve months in advance and the receipt of the first such payment shall be signified by signing of the Agreement.

## 5. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS

- 5.1 To ensure all the drawings are approved by the Lessor before the commencement of any construction works.
- 5.2 Not to assign, sublet or part with the possession of the premises or any part thereof without the written consent of the Lessor.
- 5.3 Not to prevent the Lessor and/or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine the said premises under the Lessor's covenants in that behalf.
- 5.4 To use the premises for lawful business purposes
- 5.5 To keep the premises and fixtures in good state of repair
- 5.6 Not to make any alterations or additions to the premises without the written consent of the Lessor
- 5.7 Unless the lease is renewed, with a new contract agreement within three months prior to the expiry of the contractual period, to surrender vacant possession of the premises to the Lessor with all developments therein

## 6. DISPUTE RESOLUTION

All the disputes arising out of the terms of this Agreement shall be settled through negotiations or arbitration.

**IN WITNESS WHEREOF;** the parties hereto have set their respective hands on the day and the year in the manner herein below appearing:



SEALED with the COMMON SEAL of the said

Mega Cashew nuts and Allied Plantations Limited  
and DELIVERED at dare s Salaam in the presence of us) -----

this 20<sup>th</sup> day of October 2021) MEGA CASHEW NUTS & ALLIED PLANTATION PROJECT (P.L.C.)

P. O. BOX 5767  
DAR ES SALAAM

SEAL/STAMP

NAME: NITIN MALIK

SIGNATURE Malik

POSTAL ADDRESS: 5767 DSM

QUALIFICATION: DIRECTOR

SEALED with the COMMON SEAL of the said  
Mega Builders Limited and DELIVERED  
at Dar es Salaam in the presence of us)

SEAL/STAMP

this 20<sup>th</sup> day of October 2021)

NAME BALBIR SUNSH MALIK

SIGNATURE Balbir

POSTAL ADDRESS: Box 5767 DSM

QUALIFICATIONS DIRECTOR

MEGA BUILDERS LTD  
P. O. Box 5767  
DAR ES SALAAM

Drawn by:  
B.S. Malik  
Managing Director  
Mega Builders Limited  
P.O. Box 5767  
Dar es Salaam

## LAND LEASE AGREEMENT

1. THIS AGREEMENT made this 20<sup>th</sup> day of October, 2021 between Kilimo Infrastructure and Development Company of P.O. Box 47 Chalinze, Bagamoyo, Tanzania (hereinafter referred to as "the Lessor") of the one part and Mega Builders Limited of P.O. Box 5767 Dar es salaam, Tanzania (hereinafter referred to as "the Lessee") of the other part.

2. WHEREAS the Lessor is the owner of parcels of land property located at Kerege Village and Mihuga Village, both situated within the boundaries of Bagamoyo District in Coast Region and is desirous of leasing properties (hereinafter referred to as the "Demised Premises") to the Lessee for development of livestock farming and poultry hatcheries use purposes only for a consideration of TShs 4,000,000/= (TShs Four Million Only) for Kerege properties and another consideration of TShs 4,000,000/= (TShs Four Million Only) for Mihuga properties per annum and,

3. WHEREAS the Lessee is desirous of taking in lease of the abovementioned Demised Premises for the same consideration and upon the conditions and the terms hereinafter appearing.

### 4. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

4.1 The Lessee undertakes to develop leased properties into fish farms and hatcheries, ostrich farms, and ostrich and chicken hatcheries as well as developing and installation of all the necessary projects supporting infrastructure and other such facilities to create a friendly environment that is friendly and conducive for aforementioned projects implementation.

4.2 The period of tenancy herein referred as the "Contractual Period" shall be for Twenty (20) years starting from the First day of November 2021 to the Thirty first day of October 2041 with an option for renewal following three months prior to the expiry date.

4.3 On expiry of the Lease Agreement on the Thirty first day of October 2041, the Lessee undertakes to surrender the Demised Premises with all the developments therein intact to the Lessor, and further undertakes to do all the renovations necessary to make the property good for further leasing.

4.4 The annual rent shall be TShs 4,000,000/= (Shillings Four Million Only) payable twelve months in advance and the receipt of the first such payment shall be signified by signing of the Agreement.

## 5. THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS

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- 5.3 Not to prevent the Lessor and/or his agent with or without workmen, at reasonable time of the day, after reasonable notice to the Lessee in that respect, to enter upon the premises to examine the said premises under the Lessor's covenants in that behalf.
- 5.4 To use the premises for lawful business purposes
- 5.5 To keep the premises and fixtures in good state of repair
- 5.6 Not to make any alterations or additions to the premises without the written consent of the Lessor
- 5.7 Unless the lease is renewed, with a new contract agreement within three months prior to the expiry of the contractual period, to surrender vacant possession of the premises to the Lessor with all developments therein

## 6. DISPUTE RESOLUTION

All the disputes arising out of the terms of this Agreement shall be settled through negotiations or arbitration.

**IN WITNESS WHEREOF;** the parties hereto have set their respective hands on the day and the year in the manner herein below appearing:



SEALED with the COMMON SEAL of the said

Kilimo Infrastructure Development Company  
and DELIVERED at dare s Salaam in the presence of us )  
this 20<sup>th</sup> day of October 2021 )

NAME: Nitin Malik  
SIGNATURE Nitin Malik  
POSTAL ADDRESS: 5767  
QUALIFICATION: DIRECTOR



SEALED with the COMMON SEAL of the said  
Mega Builders Limited and DELIVERED  
at Dar es Salaam in the presence of us)

this 20<sup>th</sup> day of October 2021)

NAME BALBIR SINGH MALIK  
SIGNATURE Balbir Singh Malik  
POSTAL ADDRESS: P.O. Box 5767 DSW  
QUALIFICATIONS DIRECTOR

SEAL/STAMP

MEGA BUILDERS LTD.  
P. O. Box 5767  
DAR ES SALAAM

Drawn by:  
B.S. Malik  
Managing Director  
Mega Builders Limited  
P.O. Box 5767  
Dar es Salaam



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