

# LAND LEASE AGREEMENT

(Made under Part IX of the Land Act, 1999 [Cap 113 R.E. 2019])

THIS LAND LEASE AGREEMENT is made this ...<sup>31<sup>st</sup></sup>... Day of...<sup>MAY</sup>...2024

## BETWEEN

**RAPHAEL JARUFU KITINE** of P. O. BOX 722 Iringa Municipality, Iringa District of Iringa Region. (*Hereinafter called "the Lessor" which expression shall, where the context so admits, include the beneficiaries, agents and assignees in title*) of the one part,

## AND

**PERES POULTRY FARM COMPANY** of ILLINOIS, EAST MOLINE, 10<sup>th</sup> Street, USA, (*Hereinafter called "the Lessee" which expression shall, where the context so admits, include their successors, agents and assignees in title*) of the other part.

1. **WHEREAS** the **Lessor** is the lawful holder and owner of all that piece of land located within ISAGWA village of MLAFU ward within KILOLO district of Iringa Region, hereinafter referred to as the "LAND" comprising of:
  - i. Piece of land measuring 17 say (seventeen) acres,
  - ii. The land is yet to be registered under Customary Right of Occupancy,
  - iii. That, steps are underway to have it registered under Customary Right of Occupancy.
2. **AND WHEREAS** the **Lessor** is desirous of leasing the **Land** to the said **Lessee** and the **Lessee** is desirous of leasing the **Land** from the **Lessor** and both **Lessor** and **Lessee** are willing to enter lease agreement at the terms and conditions herein stipulated;

### 3.0 NOW WHEREFORE THIS AGREEMENT WITNESSETH THE FOLLOWING;

- 3.1 **That** the lease period shall be for a period of ten (10) years starting from 1<sup>st</sup> June 2024 and shall last up to the year 2034, May.
- 3.2 **That** the chargeable rent per acre of land shall be in respect of the land acreage actually used by the **Lessee** and shall be at the rate of Tshs 29,000/= say (twenty nine thousand) only per year per acre.
- 3.3 **That** the total chargeable rent per year shall be Tshs 500,000/= say (five hundred thousand) and shall be payable in a lump-sum at the beginning of each year of the lease period.

**3.4 That** the chargeable rent shall be subject for review after five years of the lease term by mutual agreement and consideration of both parties

**3.5 That** at the expiry of the ten (10) years lease period both **Lessor** and **Lessee** shall be at liberty to terminate or to renew this Lease Agreement.

#### **4.0 THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS;**

**4.1 Lessee** shall use the land for agriculture purposes only more specifically for poultry farming.

**4.2 Lessee** shall inform the **Lessor** and allow review of lease terms in respect of rent in case **Lessee** decides to use the land for other purposes other than agriculture.

**4.3 Lessee** shall **NOT** terminate the Lease Agreement before expiry of the ten (10) years lease period but in case **Lessee** decides to terminate the Lease Agreement before expiry of the ten (10) years lease period he shall give three (3) months written notice to the **Lessor** and shall not be required to pay full rent in respect of the remaining lease period at the then agreed rate.

**4.4 That**, in case **Lessee** terminates Lease Agreement on their own cause prior to expiry of the ten (10) years lease period they shall not claim any compensation in respect of what they incurred in terms of all investments on the farm.

**4.5 Lessee** shall **NOT** sublease whole or part of the farm during the tenure of the lease period.

**4.6 Lessee** shall permit the **Lessor** or his agents with all necessary workmen and appliances at all reasonable time during day time by prior notice not less than 14 working days to enter upon the farm for the purpose of viewing the state thereof.

**4.7 Lessee** shall pay the agreed chargeable lease rent as stipulated in the foregoing paragraphs 3.2 to 3.3 above, but in case **Lessee** fails or delays to pay the chargeable lease rent despite three months consecutive reminders, thereby necessitating legal action by **Lessor**, **Lessee** shall compensate **Lessor** all legal cost incurred thereon.

**4.8 Lessee** shall **Not** use or permit to be used on the farm anything which is contrary to the laws of the country.

**4.9 Lessee** shall pay all present and future government land rates, taxes and other rights including water rights.

#### **5.0 THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS;**

**5.1 Lessor** shall permit the **Lessee** to peacefully and quietly enjoy possession of the land in the farm during the lease term hereby created without any interruption from or by the **Lessor**, his agents or workmen.

#### **6.0 DISPUTE RESOLUTION**

**3.4 That** the chargeable rent shall be subject for review after five years of the lease term by mutual agreement and consideration of both parties

**3.5 That** at the expiry of the ten (10) years lease period both **Lessor** and **Lessee** shall be at liberty to terminate or to renew this Lease Agreement.

#### **4.0 THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS;**

**4.1 Lessee** shall use the land for agriculture purposes only more specifically for poultry farming.

**4.2 Lessee** shall inform the **Lessor** and allow review of lease terms in respect of rent in case **Lessee** decides to use the land for other purposes other than agriculture.

**4.3 Lessee** shall **NOT** terminate the Lease Agreement before expiry of the ten (10) years lease period but in case **Lessee** decides to terminate the Lease Agreement before expiry of the ten (10) years lease period he shall give three (3) months written notice to the **Lessor** and shall not be required to pay full rent in respect of the remaining lease period at the then agreed rate.

**4.4 That,** in case **Lessee** terminates Lease Agreement on their own cause prior to expiry of the ten (10) years lease period they shall not claim any compensation in respect of what they incurred in terms of all investments on the farm.

**4.5 Lessee** shall **NOT** sublease whole or part of the farm during the tenure of the lease period.

**4.6 Lessee** shall permit the **Lessor** or his agents with all necessary workmen and appliances at all reasonable time during day time by prior notice not less than 14 working days to enter upon the farm for the purpose of viewing the state thereof.

**4.7 Lessee** shall pay the agreed chargeable lease rent as stipulated in the foregoing paragraphs 3.2 to 3.3 above, but in case **Lessee** fails or delays to pay the chargeable lease rent despite three months consecutive reminders, thereby necessitating legal action by **Lessor**, **Lessee** shall compensate **Lessor** all legal cost incurred thereon.

**4.8 Lessee** shall **Not** use or permit to be used on the farm anything which is contrary to the laws of the country.

**4.9 Lessee** shall pay all present and future government land rates, taxes and other rights including water rights.

#### **5.0 THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS;**

**5.1 Lessor** shall permit the **Lessee** to peacefully and quietly enjoy possession of the land in the farm during the lease term hereby created without any interruption from or by the **Lessor**, his agents or workmen.

#### **6.0 DISPUTE RESOLUTION**

6.1 In case of dispute between the parties with regard to interpretation or discharge of any terms on this agreement parties shall resort to mediation by a mediator approved by both the parties and in case of disagreement on the mediator by two mediators one appointed by each party and an umpire appointed by the two mediators.

6.2 In case mediation fails parties shall resort to Arbitration.

6.3 The rules to be applied shall either be Tanzania Institute of Arbitrators Rules or The Tanzania International Arbitration Rules.

SIGNED and DELIVERED at Iringa by the said  
RAPHAEL JARUFU KITINE who is personally known to me/identified  
to me by ..... this 31<sup>st</sup> day of MAY 2024

  
LESSOR

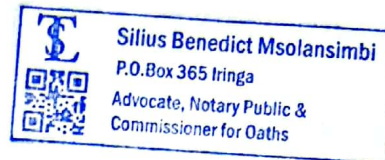
BEFORE ME:

Name: SILIUS BENEDICT MSOLANSIMBI

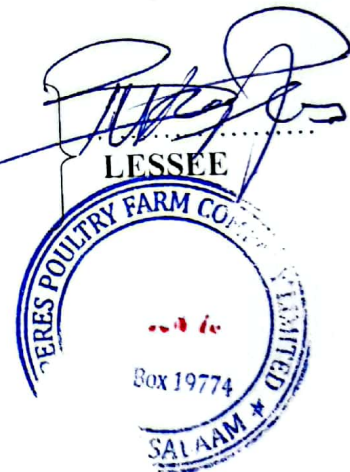
Signature: 

Postal Address: P.O. BOX 365, IRINGA

QUALIFICATION: ADVOCATE



SIGNED and SEALED at Iringa by the said PERES BUTOYI  
(for and on behalf of PERES POULTRY FARM COMPANY)  
who is identified to me by ..RAPHAEL JARUFU KITINE  
who is personally known to me this 31<sup>st</sup> day of MAY 2024



BEFORE ME:

Name: SILIUS BENEDICT MSOLANSIMBI

Signature: 

Postal Address: P.O. BOX 365, IRINGA

QUALIFICATION: ADVOCATE

