

## LEASE AGREEMENT

This Agreement is made and executed on 30<sup>th</sup> day of June, 2025 by and

### **BETWEEN**

Mr Joshua Lulandala, residing at, IRINGA DC, LUMULI (Isupilo Village) herein called the **LESSOR**, Which expression shall whenever the context so requires or admits mean and include their heirs, executors, administrators and permitted assigns of the **ONE PART**

### **AND**

Mr. Lin Bin herein called the **LESSEE** represented by an authorized signatory, Which expression shall whenever the context so requires or admits mean and include their heirs, executors, administrators and permitted assigns of the **OTHER PART**

### **WHEREAS:**

1. The **LESSOR** are absolute owners of the land totaling to 10 Acres, more fully described in schedule A given hereunder and hereinafter referred to as the schedule "A" property.
2. The **LESSEE** has approached the **LESSOR** to lease the land of 10 acres with, more fully described in Schedule B given hereunder to them and the **LESSOR** agreed to lease the said land to the Lessee on the following terms and conditions:

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:**

**1. Duration:**

This agreement shall come into force on 30<sup>th</sup> June, 2025 and shall be valid for a period of 5 years to June 30, 2030, unless terminated by serving a registered notice of 90 days in writing subject to Sub -Clause No 2 of this agreement. No email or telephonic correspondence would be valid in this regards of termination.

**2 Area:**

The 10-acre extent will be divided into two parts. Part 1 comprising 8 Acres suitable for agriculture and Part 2 comprises 2 Acres for other infrastructure.

**3. Rent :**

- The LESSOR and the LESSEE have agreed that the payable lease amount will be restricted to ten acres at the rate of Lease Cost

Years 1 to 3 : TZS 700,000 / Acre

Years 3 to 5 : TZS 1,000,000 / Acre

**3.1 Rent Payment Plan :** The agreed lumpsum amount will be paid as per the following plan;

A) 50 % : On the day of Handover

B) 50 % : 360 days after the handover

**4. Rent Free Period**

The payment of rent would commence only after the expiry of 45 days from the date of handing over vacant possession to the

Lessee/ the date of signing the agreement. In other words, the first 45 days of occupation shall be free of rent.

**5 Sub Lease**

The Lessee shall be entitled to sub-let the land. However, the said sub lessee's shall not be entitled to assign their rights to any third party. Lessee would be entitled to enter into a lease agreement with sub lessees, and the agreement thus entered would be co terminus to this agreement.

**6 As is where is Basis and changes to the land**

The LESSOR shall hand over the land on after arranging a separate entry to the farm, which will be of dedicated use to LESSEE "AS IS WHERE IS" basis to the LESSEE. The LESSOR agrees to completely handover the worker quarters in the site. The LESSEE would do all the necessary changes to the land, which would be appropriate to conduct its aforesaid business. The LESSOR also agrees to handover the assets on use basis to LESSEE, mentioned in the clause 12 and annexure 2.

**7. Purpose:**

- a) The purpose of this agreement is to grant the LESSEE to use the land for production and Sale of fresh fruits, vegetables, plantation, livestock (Poultry, Sheep and Dairy Food Products and any other agri/horticulture produce / products / (hereinafter called "the goods") of its choice. As the use / purpose of this agreement is for the commercial usage, i.e sale and stock of the goods.
- b) This agreement shall not be construed as creating any lease or any transaction creating any transfer of property in favor of the Lessee.

#### **8. LESSEE's rights:**

- a. As the LESSEE is going to produce, stock and trade in the goods which are generally perishable, the LESSEE shall have the right to suitably modify, at its own cost, the land internally installing therein such cold storage equipment and use farm machinery, electricity generators, signage's etc.
- b. The LESSEE shall be entitled to use the said land for display, stocking, Sale, of Fruits, Vegetables, or any other articles the LESSEE decide to produce and sell.
- c. The LESSEE shall have the right to operate the Land for such duration and at such hours as it may suit its business.
- d. The LESSEE shall have the right to bring in and take out the trucks as may be permitted by the authorities.
- e. The LESSEE shall have the right to bring to the Land its employees, visitors, customers, vendors, consultants and such other people, as it may deem appropriate for its business.
- f. The LESSEE shall have the right to put up such boards and signage's to display prominently that the Land is being used by the LESSEE.
- g. The LESSEE shall have the right to declare the Land as its Land, wherever necessary by law without creating any title thereon.
- h. The LESSEE shall have the right to do all such acts and deeds that are necessary for its business and that go well with its capacity as the LESSEE hereunder.

#### **9. Obligations of the LESSEE:**

- i. The LESSEE shall obtain and keep in place all the required trade licenses/ registrations/ certificates that may be necessary for the lawful business of the LESSEE.
- j. The LESSEE shall be obliged to use the Land without causing any damage to the structure of the Land and shall use and take care of the Land in the same manner it would use its own property.
- k. On termination of the agreement, the LESSEE shall remove all installations and fixtures fixed by it, at its own cost without causing much damage to the structure of the Land.
- l. The LESSEE shall allow the LESSOR to inspect the Land at all reasonable times.
- m. The LESSEE shall not place or keep or permit to be placed or kept in the schedule property any offensive, dangerous or highly explosive material or any other article which may constitute a danger, nuisance or annoyance to the schedule property or surrounding land or the owners or occupiers thereof and not use schedule property for any immoral business, liquor, gambling place or illegal trade.

**10. Obligations of the LESSOR:**

- a) During the currency of this agreement, the LESSOR shall not lease out the Land or grant a similar license in the Land to any other party.
- b) The LESSOR shall not create any pledge, hypothecation or any charge or create any other encumbrance on the goods of the LESSEE present in the Land by virtue of this agreement.
- c) The LESSOR shall immediately notify the LESSEE of any expected or unexpected court proceedings or any other proceedings before any authority which is likely to affect Lessee's business in the goods brought into the Land by

virtue of this agreement and shall render all help necessary to take out the goods even with police help, if need be.

**11. Termination:**

**Termination by the LESSEE :**

- a) The LESSEE has an option to terminate this Lease by giving three months notice to the LESSOR at any time by giving a 90 days registered notice. However, owing to the changes done by the LESSEE on the land, the LESSOR cannot terminate the lease until the currency of this agreement for three years, from the date of signing the agreement.
- b) In the event the LESSOR wishes to terminate the lease agreement after three years from the date of signing the agreement, then the LESSEE agrees to immediately vacate the land and handover the land to the LESSOR
- c) If the LESSEE fails to vacate the land, the LESSEE agrees to pay the annual rent till such time that the LESSEE vacates the building and hands over vacant possession to the LESSOR subject to the terms of this lease agreement.

**Termination by the LESSOR:**

- a) The LESSOR has an option to terminate this Lease by giving three months notice to the LESSEE at any time by giving a 90 days registered notice. However, owing to the investments done by the LESSEE on the land, the LESSOR cannot terminate the lease until three years from the date of signing the agreement.
- b) However, in the event of the LESSEE not paying rent before the agreed date the LESSEE will immediately vacate the land

**12. Infrastructure:**

The LESSOR and LESSEE agree that

12.1 : The LESSOR will provide vacant labor quarters.

**13. Force Majeure:**

In case the land or any part thereof shall at any time during the said term be destroyed by theft, robbery, fire, tempest, earthquake, storm, riot, civil commotion, Act of the God or other force and not due to the LESSEE's default, so as to become unfit for the occupation and use by the LESSEE, the rent hereby reserved, or a fair portion thereof, according to the nature and extent of the damage sustained, shall be suspended until the said land are made fit again for occupation and use.

**14. Declaration:**

It is declared and confirmed by the LESSOR that he has not passed any benefit either in cash or in kind to any of the officers / employees of the LESSEE or to any of their relatives or employees or officers of any associate of the LESSEE in order to secure this agreement and the LESSOR further undertakes not to provide any benefit, either in cash or in kind any such officer/ employee/ relative/ associate as reward or consideration either for securing this contract or any other matter relating to this contract.

**15. Jurisdiction:**

Unresolved disputes, if any, under this agreement shall be subject to the exclusive jurisdiction of competent civil courts of Tanzania.

**16 Two sets of original agreements:**

As required by both the parties herein, two sets of original agreements are prepared and both the parties shall retain one original agreement in their custody.

**SCHEDULE 'A'**

SCHEDULE 'B'

IN WITNESS WHEREOF the parties hereto have signed this agreement  
in the presence of witness attesting hereunder at Iringa.

1) SIGNED BY THE LESSORS

Joshua Lelanda

Handwritten signature

2) SIGNED BY THE LESSEE

Lin Bin  
Handwritten signature

In presence of

STEVEN PATRICK CHANI

Witness

ADVOCATE & NOTARY PUBLIC  
P.O. BOX 6380, DAR ES SALAAM

