MALEN CHIEFDOM COUNCIL

DR. JOSEPH SAM SESAY,
Minister of Agriculture, Forestry and Food Security
For and on behalf of the
Government of the Republic of Sierra Leone

Volume 108 Page 128

LEASE OF LAND SITUATE, LYING AND BEING IN MALEN CHIEFDOM
PUJEHUN DISTRICT SOUTHERN PROVINCE OF THE REPUBLIC OF
SIERRA LEONE

Original 2 copies

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LAW OFFICERS' DEPARTMENT,
SAMLA BUILDING
LAMIANA SANKOH STREET,
FREETOWN
SOLICITOR/CONVEYANCER, ETC.
THIS LEASE AGREEMENT is made on the 15th day of October in the Year of Our Lord Two Thousand and Twelve BETWEEN THE HONOURABLE PARAMOUNT P.C. B.V.S. KEBBIE, Paramount Chief of Malen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone, together with members of his Chiefdom Council (hereinafter referred to as “MALEN CHIEFDOM COUNCIL” which expression shall where the context so admits include their successors in office) of the one part and JUSU MATTIA, MUNDA KPOBNU, MOMO NALLU, MOHAMED MBAYO, KAMOR BRIMA, MADAM FAKABA, all of Taulunor Section, Malen Chiefdom, Pujehun District AND ANSUMANA BAINDA, LAHAI JUSU, MOODU SAMABU, MOMO LEBBIE, JOE BOCKARIE, all of Bahoin Section, Malen Chiefdom, Pujehun District, AND SAFFA BANADAYE, JOSEPH BOCKARIE, IRESA MOIWO, SHERU SENGEH, KAMOR VANDY, MORIBA ABDULAI, SENEGIE MAMBU all of Kamch Section, Malen Chiefdom, Pujehun District, AND MOININA GABANDA, MUSA GOMBU, KAMOR SULAIMAN VANDY, TOMMY BRIMA, ALPHA DAGBONO, ABU GOMBU, FRANCIS J. SENGEH, MOHAMED MAJUE, SHERU BESAY, MICHAEL FOFAHA AND PARAMOUNT CHIEF B.V.S. KEBBIE, all of Korwa Section, Malen Chiefdom. Pujehun District in the Eastern Province of the Republic of Sierra Leone (hereinafter referred to as “THE LESSORS” which expression shall where the Context so admits include their personal Representatives, Executors, Administrators, Heirs and Assigns) of the One part AND DR. JOSEPH SAM BESAY, Minister of Agriculture, Forestry and Food Security for and on behalf of the “Government” (hereinafter referred to as “THE LESSEE” which expression shall where the Context so admits include its successors in office) of the Other Part.

WHEREAS the Lessors are custodians and Beneficial Owners of all lands herein intended to be demised in the said Chiefdom by virtue of the Provisions of the Provincial Lands Act Cap 122 of the Laws of Sierra Leone 1880 as amended.
AND WHEREAS the Lessors have been in sole, continuous, uninterrupted. free, open, and undisturbed possession and are entitled to the fee simple estate of that piece or parcel of land and its hereditament thereon situate lying and being MALEN CHIEFDOM PUJEHUN DISTRICT IN THE SOUTHERN PROVINCE of the Republic of Sierra Leone from time immemorial and upwards at least free from all encumbrances which said piece or parcel of land and its hereditament thereon is intended to be hereby leased to the lessee.

AND WHEREAS the PARAMOUNT CHIEF and the Chiefdom Councillors of MALEN CHIEFDOM heretofore referred to as the Malen Chiefdom Council as Custodian of all lands held in the Malen Chiefdom, acting for and on behalf of the Malen Chiefdom Council have jointly given their respective concurrence to this transaction and have contracted and agreed with the Lessee herein for the Lease to them of ALL THAT PIECE OR PARCEL OF LAND and its hereditament situate lying and being at Malen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone as delineated and shown on Survey Plan No 85.43/10 dated the 26th day of October, 2011 which is drawn and attached hereto tending to become part of this document and thereon verged and Edged RED (for purpose of identification only) for a consideration to be stated hereinafter.

WITNESSETH AS FOLLOWS:
That for and in consideration of the rents stipulations and agreement or the part of the Lessee to be kept and performed by the Lessee the Lessors hereby demise unto the Lessee ALL THAT PIECE OR PARCEL OF LAND situate lying and being at Malen Chiefdom, Pujehun District in the Southern Province of the Republic of Sierra Leone more fully described in the Schedule below and delineated and shown on survey Plan No 85.43/10 dated the 26th Day of October, 2011 which is drawn and attached hereto (hereinafter referred to as the “Demised Land” TO HAVE AND TO HOLD THE
SAME for a term of Fifty (50) years certain commencing on the...5th... day of
March...2011 and expiring on the...5th... day of...2061...with
an option to renew the said Lease for a further term of Twenty-Five (25)
Years paying therefore in advance a yearly rental of US$5.00 cents (Five
United State Dollars) per ACRE per annum. Rent for the first One (1) year
term shall be paid in advance on or before the execution of these presents
(the receipt of which sum the Lessors hereby shall acknowledge and confirm)
and the remaining rents for the unpaid term shall be payable every other one
year (1) in advance with an option to renew the said rent after every Seven
(7) Years. Such review not to result in an increase of more then 17.5% of the
rent immediately payable prior the review.

2. THE LESSEE THEREBY CONVENANTS WITH THE LESSORS AS
FOLLOWS:

2.1. To pay the rent hereby reserved at the time and in the
Manner herein provided.

2.2. To use the demised land for farming and any agro-industrial
development and any other purpose the Lessee may deem fit.

2.3. To observe all native laws and customs which in the opinion
of the Provincial Secretary be observed by the Lessee.

2.4. To bear, pay all rates and taxes imposed by any local or
Public Authority during the term hereby granted.

2.5. Not to assign or subject any part of the Demised Land without
the consent of the Lessors and such consent is not to be
Unreasonably withheld.

2.6. At the end of the term hereby created to give up the land in
accordance with the covenants hereinbefore mentioned.

3. THE LESSORS AS BENEFICIAL, OWNERS HEREBY
CONVENANT WITH THE LESSEE AS FOLLOWS:

3.1. That the Lessee paying the rent hereby reserved and performing
the covenants on their part contained herein shall quietly possess
and enjoy the Demised Land for the term herein granted without
disturbance from or by the Lessors or any person rightfully claiming under
them.

3.2. If the rent hereby reserved or any part thereof shall be unpaid for One
(1) year after becoming due whether formally demanded or not or any of the foregoing stipulates on the Lessee's part shall not be performed the Lessors may at any time thereafter re-enter upon the demised land and resume possession thereof and thereupon the lease shall be determined.

3.3 If the Lessee shall be desirous of renewing the lease after the expiration of the term hereby granted and of such desire shall deliver to the Lessors or their agent or successors in office a notice in writing at anytime after the commencement of the term hereby granted and if there shall then be no subsisting breach of any of the Lessee's obligation under this present agreement the Lessors shall renew the Lease of the demised land for a further term of Twenty-Five (25) years to commence from and after the expiration of the term hereby granted and after the said term of Twenty-Five (25) years for further terms not exceeding Twenty-five (25) years consecutively and subject to the same covenants and conditions as in the present Agreement reserved and contained.

3.4 Any notice to be given to the Lessors shall be well and sufficiently given or sent by the Lessee through the post by registered letter addressed to the Lessors and at their last known address or left for them at such place.

3.5 Any notice to be given to the Lessee shall be well and sufficiently given or sent by the Lessors through the post by registered letter addressed to the Lessee at their last known address.

3.6 Any notice sent by registered post shall be deemed to be given at any time when in due course of post it would be delivered at the last known address to which it is sent.

THE SCHEDULE HEREIN BEFORE REFERRED TO

ALL THAT PIECE OR PARCEL of land and hereditament situate; lying and being at MALEN CHIEFDOM, in the Pujehun District in the Southern Province of the Republic of Sierra Leone and bounded as follows:

STARTING from;

(2) THE SCHEDULE HEREIN REFERRED TO:

ALL THAT PIECE OR PARCEL OF LAND AND HEREDITAMENTS situate lying and being at MALEN CHIEFDOM PUJEHUN DISTRICT in the Southern Province of the Republic of Sierra Leone defined described and bounded as follows: Starting from;
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SLS43/10/BP1 which is the point of commencement thus enclosing an AREA of 16248.54 ACRES or thereabouts the same as is delineated on Survey Plan Numbered LOB 1099 dated 10th day of January 2011 drawn and attached to these presents and thereon verged RED or the aforesaid may be known described defined distinguished and bounded in the SCHEDULE together with the appurtenances thereunto belonging.

IN WITNESS WHEREOF the said HONOURABLE PARAMOUNT CHIEF P.C B.V.S KEBBIE, Paramount chief of Malen Chiefdom, together with members of his Chiefdom Council and the Lessors have hereunto set their respective hands and seals and on the Lessor the Honourable Dr. Sam Sesay for and on behalf of the Government of the Republic of Sierra Leone has hereunto set his hand and seal the day year first above–written.

SIGNED SEALED AND DELERED BY:

HONOURABLE PARAMOUNT CHIEF

P.C.B.V.S KEBBIE for and on behalf of the Malen Chiefdom Council

In the presence of:

NAME: Chief Robert Kojuah
ADDRESS: Sahn, Malen Chiefdom
OCCUPATION: Chiefdom Speato
SIGNATURE: [Signature]
right hand thumb prints and making their marks thereto, in the presence of the said witnesses:

**SIGNED:**

**DATED:**

The Chiefdom Council of Malen Chiefdom, Pujehun District, in the Southern Province of the Republic of Sierra Leone having consented in open Assembly held at Sahu Malem on the .................................. day of .................................. 2011 in customary manner to this lease I hereby give my approval to it.

**SIGNED SEALED AND DELIVERED**

by DR. JOSEPH SAM SESAY,
Minister of Agriculture, Forestry and Food Security for and on behalf of the GOVERNMENT OF THE REPUBLIC OF SIERRA LEONE, the within-named Lessee in the presence of:

**NAME:** Edward M Kargbo

**ADDRESS:** Ministry of Agriculture, Forestry and Food Security

**OCCUPATION:** Civil Servant (AS)

**SIGNATURE:**

**ATTESTED BEFORE ME**

MAGISTRATE.
Chiefdom Council of Malen Chiefdom, Punehun District, in the Southern Province of the Republic of Sierra Leone after the foregoing had been read over and explained to ...............

Saffe Kebbe
Sao Anna

in Mende Language, they being illiterate and they seemed perfectly well to have understood the same and admitted it to be true and correct before affixing their respective right hand thumb prints thereeto, in the presence of:

1ST WITNESS:

NAME: Anara Sengeh
ADDRESS: Sao Malen
OCCUPATION: Farmer

2ND WITNESS:

NAME: Lako Kebbe
ADDRESS: Sao Malen
OCCUPATION: Farmer

The foregoing was explained by me of ............... and they seemed perfectly well to have understood the same and admitted it to be true and correct before affixing their respective right hand thumb prints thereeto.
MUSA GOMBU

KAMOR SULAIMAN VANDY

TOMMY BRIMA

ALPHA DAGBONDO

ABU GOMBU

FRANCIS J. SENGEH

MOHAMED MAJUE

SHEKU SESAY

MICHAEL FOFANA

AND

PARAMOUNT CHIEF B.V.S. KEBBIE

Representing Korwa Section,

In the presence of:

NAME: Chief S.R. (Signature)

ADDRESS: Chiefdom Speaker - Chiefdom Imam

OCCUPATION: Chiefdom Speaker - Chiefdom Imam

SIGNATURE: [Signature]

Date: 5/4/2011
SIGNED SEALED AND DELIVERED
by the within-named Lessors the said:

JUSU MATTIA

MUNDA KPONBU

MOMO NALLO

MOHAMED MBAYO,

KAMOR BRIMA,

MADAM FAKABA,

Representing Taukunor Section, Malek Chiefdom, Pujehun District, in the presence of:

NAME: Sumaila Abdulai
ADDRESS: Njahun Maken
OCCUPATION: Section Speaker

SIGNATURE:

AND

ANSUMANA BAINDA,

LAHAI JUSU,