

## LANDSCOPE (MAURITIUS) LTD

### **Sub-Lease Agreement Between:**

**Landscape (Mauritius) Ltd**, a company incorporated in Mauritius on 29<sup>th</sup> October 2001 (Certificate of Incorporation No.C27745, BRN C7027745) with its registered office at 7<sup>th</sup> Floor, Cyber Tower 1, Ebène Cybercity, duly represented by its Chief Executive Officer, **Mrs Naila Hanoomanjee** and hereinafter referred to as

the “**Lessee**” or the “**Sub-lessor**”

**AND**

**[insert name of sub-lessee]**, [insert details of sub-lessee] [insert address of sub-lessee], and hereinafter referred to as

the “**Sub-Lessee**”

Whereas, by virtue of a lease agreement (the “Master Lease Agreement”) between the State of Mauritius (the “Lessor”) and the Lessee, dated [insert date], the Lessor agreed to lease to the Lessee a plot of land of an extent of arpents [insert arpents] as per the master plan kept at the Ministry of Agro Industry and Food Security. A copy of the Master Lease Agreement is annexed to this sub-lease agreement.

It is now covenanted and agreed between the Lessee and the Sub-Lessee as follows:-

### **ARTICLE 1- Lease of Land**

The Lessee hereby sublets to the Sub-Lessee a portion of land of an extent of **[insert dimension of land, location and PIN certificate]** (the “**Land**”), which is accepted by the Sub-Lessee on the terms and conditions set out in the present Sub-Lease Agreement.

The said portion of Land, located at [location], is described morefully as follows:

[insert description of land]

### **ARTICLE 2- Purpose of Sub-Lease**

- (a) The Land is sub-leased to the Sub-Lessee for the purpose of [insert purpose] specified in Article 2 of the Master Lease Agreement namely -.
- i. General farming;
  - ii. Sheltered farming;
  - iii. Plant and Seed Production
  - vi. livestock activities.

- (b) In cases where the Sub-Lessee uses the Land for any other purpose without having obtained the Lessee's consent in writing, the Lessee shall have the right to terminate this Sub-Lease Agreement without prejudice to any other remedies the Lessee may have.
- (c) The Land shall be leased on an "as-is" basis, that is, the Lessee shall not be responsible to clear the Land or provide any utilities or facilities in order for the Sub-Lessee to develop the Land in accordance with this Sub-Lease Agreement. The Sub-Lessee agrees and confirms that the Sub-Lessee has visited the Land and is aware of the condition of the Land. As such, the Sub-Lessee accepts to rent the Land as is and shall do the needful for the development of the Land in accordance with the Sub-Lease Agreement.

### **ARTICLE 3 - Period of Sub-Lease**

The sub-lease for the Land will be valid for a term .....**years**, starting as from [insert date] to expire on [insert date].

### **ARTICLE 4 – Security Deposit**

On the day the Sub-Lease Agreement is signed, the Sub-Lessee shall pay the Lessee a security deposit (the "Security Deposit"). The Security Deposit shall amount to the value of 2 (two) years' rent.

The Lessee may apply the Security Deposit to cure Sub-Lessee's default or any breach of this Sub-Lease Agreement, or to cover operational or maintenance expenses which the Sub-Lessee would otherwise be required to pay.

Within 90 days after the termination or expiration of this agreement, if the Sub-Lessee timely vacated the Land, the Lessee shall return to Sub-Lessee any remaining balance of the Security Deposit.

### **ARTICLE 5 – Rental and time of payment**

- (a) The Sub-Lessee shall pay an annual rent of **MUR [insert amount] (Rs. [insert amount]) per arpent** in respect to the [insert arpent] arpent of the Land.
- (b) The Sub-Lessee shall pay the annual rental of **MUR [insert amount]** for the period as from [] day of [] to expire on the [] day of [] on or before the date of signature of the Sub-Lease Agreement.
- (c) The Sub-Lessee shall thereafter pay the annual rental of the subsequent years in advance at least 7 days before the commencement of the succeeding rental year.
- (d) No notices of rent becoming due are required to be issued by the Lessee.
- (e) All payment is to be effected into the hands of the Sub-lessor at 7<sup>th</sup> Floor, Cyber Tower 1, Ebène Cybercity.

- (f) In the event that the rent due are not paid within one month of the date on which it became due, an interest at the rate of 5% shall be applied to the unpaid rent automatically, without any need of formality and notification to the Sub-Lessee.

#### **ARTICLE 6 - Mise en Règle**

The Lessee shall register and transcribe this Sub-Lease Agreement within one month as from the date of its signature and the Sub-Lessee shall pay the cost of the “mise en règle” which may also include the cost of survey and any administrative fees. The Lessee shall also forward to the Sub-Lessee one original of the Sub-Lease Agreement duly registered and transcribed within one month after, its delivery by the Conservator of Mortgages. All costs of stamps, registration and transcription due shall be borne by the Sub-Lessee.

#### **ARTICLE 7 - Development of the site**

The Lessee on the one hand, covenants with the Sub-Lessee for the quiet enjoyment of the Land sub-leased during the term of the Sub-Lease Agreement, the said Sub-Lessee on the other hand, covenanting and agreeing as follows:

- (a) The Sub-Lessee shall obtain all necessary clearances and permits from the relevant authorities in accordance with the relevant laws of Mauritius, including a Preliminary Environment Report from the Ministry responsible for environment matters, prior to undertaking any activity, if so required.
- (b) The Sub-Lessee may, after having obtained the express written permission of the Lessee, erect at their own expenses, any such fences and other installations (such as irrigation works) that are essential for the carrying out of agricultural activities or as prescribed by the Laws and Regulations of Mauritius, provided that the fences and installations erected by the Sub-Lessee do not obstruct any existing road or track.
- (c) The Sub-Lessee may, after having obtained the express written permission of the Lessee, erect on the Land:
- (i) Such light structure as may be strictly necessary for the purposes of use as watchman shed or store, in which case the said structure should not exceed 30 m<sup>2</sup> gross floor area as per existing Planning Policy Guidelines and should be easily removable at expiry or upon cancellation of the Sub-Lease Agreement;
- (ii) Such other structure and installations as may become necessary for the purposes of sheltered farming on the Land, as per existing Planning Policy Guidelines and should be easily removable at expiry or upon cancellation of the Sub-Lease Agreement.
- (d) The Sub-Lessee shall make his/her own arrangements for the supply of water and electricity as may be necessary for the carrying out of the agricultural activities and shall be solely liable for the payment of the water and electricity bills.

- (e) The Sub-Lessee shall not engage into any material and/or significant modification of the soil layout and of its natural characteristics.
- (f) The Sub-Lessee shall make all necessary arrangements for the safe disposal of solid and liquid wastes and agro-chemicals in accordance with the norms set by the Department of Environment and the Wastewater Management Authority.
- (g) The Sub-Lessee may, after having obtained the express written permission of the Lessee, erect, cause, or allow to erect advertising posters on the Land, however the said posters must be removed forthwith upon request from the Lessee.
- (h) The Sub-Lessee shall not prevent or obstruct any water from flowing naturally to existing water canals or irrigation network.
- (i) The Sub-Lessee shall not undertake any such activities that shall cause physical damage directly or indirectly to the Land and to the environment.
- (j) The Sub-Lessee shall have no water rights where land borders a river, canal, watercourse or lake.
- (k) The Sub-Lessee shall not, without a special authority in writing from the Conservator of Forests, cut trees standing on the land during the tenure of his lease.

#### **ARTICLE 8 – Condition of the land at expiry or cancellation of lease**

At the expiry of the term of this Sub-Lease Agreement, or upon its cancellation for non-fulfilment of any of the conditions of this lease, the Sub-Lessee shall yield up the lands hereby sub-leased nowise deteriorated in value as they stand at the date of these present and the Sub-Lessee shall not be entitled to any claim whatever for any indemnity.

#### **ARTICLE 9 – Power to enter and view land leased**

The Lessor and the Lessee or any person duly authorised by him on their behalf may enter and view the state of the premises hereby sub-leased at all reasonable times, provided prior notice is given to the Sub-Lessee.

#### **ARTICLE 10 – Cancellation of lease**

Should the Government of Mauritius or Lessee at any time require the Land for any purposes, the Government or the Lessee may cancel this Sub-Lease Agreement on paying fair and equitable compensation as may be assessed by the relevant competent authorities.

#### **ARTICLE 11 – Clear track along plot boundaries**

The Sub-Lessee shall clear a track of not less than 2 feet wide running along the boundaries. The track is to be kept open and maintained on the land leased to him. Should the Sub-Lessee fail to

do so the Lessee shall cause the boundaries to be cleared and the costs of such clearing shall be due and demandable from the Sub-Lessee.

#### **ARTICLE 12 – Keeping the site tidy**

The Sub-Lessee shall maintain the Land in a neat and tidy condition and free from any obnoxious growth.

#### **ARTICLE 13 – Access**

The Sub-Lessee will have to use the existing track roads to access the selected plots of land for their activities. The Lessee shall have no obligation to upgrade or maintain the existing track roads during the Sub-lease period. Any damage caused to the standing crops outside the plots of land allocated to the Sub-Lessee, due to the vehicular movement or any other operation of the Lessee, shall be compensated at a rate to be mutually agreed upon.

#### **ARTICLE 14 - Irrigation facilities**

Where the plot of land falls under a gazetted area of the Irrigation Authority, the Sub-Lessee will have to comply with the terms and conditions of the Irrigation Authority including payment of irrigation dues to the relevant authority.

#### **ARTICLE 15 – Construction of buildings**

No construction shall be allowed on the Land sub-leased except for those mentioned at Article 6 paragraph (c) above.

#### **ARTICLE 16 – Possession of any area**

The Lessee reserves the right to resume possession of any area which has remained undeveloped after a period of **one (1) year** as from the commencement of the Sub-Lease Agreement and this without payment of any indemnity whatsoever, without refund of rent paid in advance and without any legal formality. The Sub-Lessee shall further hold the Lessee harmless for any costs and expenses incurred following the resumption of any part of the sub-leased Land.

#### **ARTICLE 17 – Renewal of lease**

On expiry of this Sub-Lease Agreement, the Sub-Lessee shall have the option to apply for the renewal of the sub-lease. The Sub-Lease Agreement may be renewed on such terms and conditions as may be approved by the Lessee. The Sub-Lease Agreement shall not be impliedly renewed automatically or by way of *reconduction tacite*.

## **ARTICLE 18 - Cancellation of lease by Lessee**

The Lessee may cancel the lease "*de plein droit*" and without payment of any compensation in any of the circumstances as set out below:-

- (a) the rent or levy charges have remained unpaid for a period of more than thirty calendar days after a forty-eight hours' written notice has been sent to the Sub-Lessee to pay the outstanding rent;
- (b) any nuisance detected by the Lessee or any relevant authority and communicated to the Sub-Lessee and which is not abated by the Sub-Lessee within the time specified in a written notice served upon the Sub-Lessee by the Lessee, the Lessor or the relevant Authority;
- (c) the Sub-Lessee fails to comply with any of the conditions of the Sub-Lease Agreement or of the obligations under Articles 2, 5, 7 and 9 of the Master Lease Agreement which are deemed to constitute obligations undertaken by the Sub-Lessee towards the Lessee entitling the Lessee to exercise the right of the Lessor to cancel the lease under Article 8 of the Main Lease Agreement

In the event of the repossession of any area under Article 16, the Sub-Lessee shall not be entitled to a refund of any portion of rent paid in advance.

## **ARTICLE 19 - Failure to vacate at termination of lease**

- (a) Should, at the termination or cancellation of the Sub-Lease Agreement, the Sub-Lessee fails to vacate the Land, the Lessee shall be entitled to apply to a Judge in Chambers for a *writ habere facias possessionem* to order the Sub-Lessee to vacate the said Land. The Sub-Lessee shall bear all the legal costs of such application before the Judge in Chambers including the legal fees of attorneys and barristers.
- (b) Without prejudice to Article 17(a), where the sub-lease is terminated or cancelled and the Sub-Lessee (or any person who has come into occupation of the premises directly or indirectly through the Sub-Lessee) fails to vacate the premises, the Sub-Lessee shall be liable to the Lessee in respect of an indemnity fee for the use and occupation of the leased premises equivalent to the last rent payable increased by a penalty of 10% of the amount due.

## **ARTICLE 20 -Removal of facilities and Installations**

At the expiry of the term of this Sub-Lease Agreement or termination of the sub-lease, the Sub-Lessee shall remove the facilities and installations belonging to him without any claim for indemnity against the Lessee. Such facilities and installations shall be removed within a period to be fixed by the Lessee and failing their removal within such period, the facilities and installations shall become the property of the Lessee or shall be demolished by the Lessee. Any expenses borne and incurred by the Lessee in the demolition of aforesaid facilities or installations shall be fully compensated by the Sub-Lessee.

The Lessee shall not be made liable to make good any expense for any alteration, addition, installation or work so made by the Sub-Lessee to the sub-leased premises even if they have enhanced the value of the premises so sub-leased.

**ARTICLE 21 - Assignment or Transfer of Interest in Sub-Lease**

The Sub-Lessee shall not assign, sub-lease or transfer the whole or any part of its interest in the present lease to another party without the express written permission of the Lessee. The Sub-Lessee shall not be authorized to burden the leasehold rights under the lease agreement by way of a fixed or floating charge under Article 1778-5 of the Mauritian Civil Code.

**ARTICLE 22 – Indemnity**

The Sub-Lessee shall be solely responsible for and shall defend, indemnify and hold the Lessee and its officers, directors, employees and agents harmless from and against all claims arising out of or caused in whole or in part, directly or indirectly, by or in connection with the Sub-Lessee’s use of the sub-leased Land.

The Sub-Lessee shall defend, indemnify and hold the Lessee and its officers, directors, employees and agents harmless from and against all claims brought by the Lessor against the Lessee for any breach of the Master Lease Agreement caused in whole or in part, directly or indirectly by the acts or omissions of the Sub-Lessee in default of its obligations under this Sub-Lease Agreement.

For the purposes of this indemnity provision, any acts or omissions of the Sub-Lessee or by employees, agents, assignees, contractors or subcontractors of the Sub-Lessee (whether or not they are negligent, intentional or unlawful) shall be strictly attributable to the Sub-Lessee.

The Sub-Lessee’s obligations under this article shall survive the termination of this Sub-Lease Agreement.

**ARTICLE 23 – Dispute Resolution**

Any dispute arising out at the present Sub-Lease Agreement between the Lessee and the Sub-Lessee shall be resolved firstly through negotiation and if the dispute remains unresolved, before a Court of Law of Mauritius.

In witness whereof the parties hereto have respectively set their hands to the lease made in duplicate on the date, month, and year first above written.

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**Mrs N. Hamoomanjee** (Chief Executive Officer of Landscape (Mauritius) Ltd) on behalf of the Lessee

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(Mr xxxxxxxxxxxx)

**Signature of Sub-Lessee**