

Dated this 2nd day of August, 2022

B E T W E E N

EBUSUABAATAN KOFI AYETSI
HEAD OF ADISHINA ABORADZE FAMILY OF EKUMFI EKRAWFO

(LESSOR)

&

GREENEARTH AGRO INDUSTRIES LIMITED
MOB. PHONE NO 0549612776
P. O. BOX 16
AJUMAKO-ONWANE

(LESSEE)

LEASE

SOLICITOR OF THE SUPREME COURT

"A"

THIS INDENTURE made the 2nd day of August, in the year of our Lord Two Thousand and Twenty Two (2022) BETWEEN **EBUSUABAATAN KOFI AYETSI** head of Adishina Aboradze family of Ekumfi Ekrawfo, in the Ekumfi District of the Central Region of the Republic of Ghana acting with the consent and concurrence of the elders and principal members of the said family whose consent and concurrence are necessary for the valid alienation of the said land hereby testified by their marks/Signature hereto hereinafter called "the LESSOR" which expression where the context so requires or admits include their Successors in Title, Heirs and Assigns of the ONE PART and GREENEARTH AGRO INDUSTRIES LIMITED (Mob. Phone No.0549612776

Post Office Box 16, Ajumako Onwane in the Central Region of the Republic of Ghana hereinafter called "the LESSEE" which expression where the context so requires or admits include his heirs, personal representatives, successors, executors and Assigns of the OTHER PART represented by the Director **MR BRAHMADEEN SAHANI & MR RUSHANK BARDOLIA**

1) WHEREAS the land and hereditaments hereby mentioned and intended to be hereby granted and conveyed is part or portion of Adishina Aboradze family of Ekumfi Ekrawfo which were privately owned by the ancestors of the Lessor since time immemorial by virtue of first occupation and development and whereas over several years the said land have by virtue of inheritance been in possession of the Lessor herein without any interruption or interference whatsoever from any person or group of persons and whereas the said piece or parcel of land is held by the Lessor absolutely and free from all encumbrances.

2) **THIS LEASE WITNESSETH AS FOLLOWS:-**

In consideration of cash an amount of Hundred Thousand Ghana cedis (GH100, 000.00) paid by LESSEE on 15th August, the rent hereinafter reserved and of the covenants hereinafter contained on the part of the LESSEE herein to be paid, observed and performed; the Lessor herein demise unto the Lessee herein for the purpose of AGRO INDUSTRY/AGRIC BUSINESS on all that piece of parcel of land

REGISTRAR OF THE HIGH COURT

20 :

Day of

SWORN before me this

Oath of the within-named

This is the Instrument marked "A" referred to in the

situate, lying and being at Ekumfi Ekrawfo in the Ekumfi District of the Central Region of the Republic of Ghana and containing an approximate area of 50.0 Acres which is more particularly delineated on the attached site plan hereto and thereon shown edged pink together with all right, privileges, easements, liberties, right of ways, advantages and appurtenances whatsoever to the said hereditaments or any part thereof belonging or appertaining either actually or by reputation and all the estate, title, interest, claim and demand whatsoever of the Lessor for the term of Fifty (50) years from the First date hereof and paying therefore during the said term the yearly rent of GH₵ 50.00 on the 1st day of January in every year and for the GRACE period of FIVE (5) years.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR AS FOLLOWS:-

- a) To pay the said rent at the time and in the manner aforesaid

THE ASSIGNEE HEREBY COVENANTS WITH THE ASSIGNOR AS FOLLOWS:-

- a) To pay the said rent at the time and in the manner aforesaid.
- b) To pay all taxes, rates, assessments and outgoings now or hereafter to be imposed on the demised premises or in respect of the said land or the occupation thereof or any building now or hereafter to be erected thereon:-
- c) Not to do or permit to be done upon the demised or any part thereof any act or thing which may become a nuisance, annoyance or inconvenience to the Lessor or to the occupiers of any of the adjoining or neighbouring plots or to the neighborhood:-

THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS: -

- a) That the Lessee shall have the right without restriction or interference by the Lessor to erect according to his own specifications on the land hereby demised such buildings or other additions to the same at any time during the said term: -
- b) That the said Lessee paying the said rent reserved and observing and performing the covenants hereinbefore contained on the Lessee's part to be observed and performed shall and may peaceable and quietly HOLD and enjoy the demised premises without any interruption by the Lessor or any person claiming under or in trust for him: -
- c) That the Lessee shall have the right to assign, underlet or part with the possession of the demised premises or any part thereof without the consent of the Lessor: -

PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS: -

- a) If the rent hereby reserved or any part thereof shall be unpaid for one year after becoming payable and the Lessor shall have demanded the same in writing from the Lessee; it shall be Lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall determine absolutely: -
- b) Any notice hereunder required to be served on the Lessee shall be sufficiently served if delivered by hand to the representatives of the said villages and to the Lessee if delivered by hand or sent to the Lessee at his last known place of abode or postal address: -

THE SCHEDULE HEREIN REFERRED TO: -

ALL THAT piece or parcel of land situate at Ekumfi Ekrawfo, in the Ekumfi District of the Central Region of the Republic of Ghana the boundaries whereof commencing from SGCD 797/17/10 is together with all bearings hereinafter mentioned is referred to Meridian 1° West Longitude on a bearing of 335°23' for a distance of 11016.4 feet to pillar SGC F854/22/1 thence on a bearing of 277°02' for distance of 246.8 feet to SGC F854/22/2, thence on a bearing of 325°21' for a distance of 386.5 feet to SGC F854/22/3, thence on a bearing of 010°11' for a distance of 185.3 feet to SGC F854/22/4, thence on a bearing of 262°39' for a distance of 373.2 feet to pillar SGC F854/22/5 thence on a bearing of 253°39' for a distance of 5601 feet to pillar SGC F854/22/6, thence on a bearing of 323°44" for a distance of 139.4 feet to pillar SGC B445/15/8, thence on a bearing of 276°34" for a distance of 275.2 feet to pillar SGC F854/22/7, thence on a bearing of 343°36' for a distance of 134.4 feet to pillar SGC F854/22/8 thence on a bearing of 003°56" for distance of 346.4 feet to pillar SGC F854/22/9, thence on a bearing of 281°53" for a distance of 149.6 feet to pillar SGC F854/22/10, thence on a bearing of 010°11' for a distance of 185.3 feet to SGC F854/22/4, thence on a bearing of 035°20" for a distance of 570.7 feet to pillar SGC F854/22/11 thence on a bearing of 050°10" for a distance of 329.9 feet to pillar SGC F854/22/12, thence on a bearing of 082°21" for a distance of 1169.3 feet to pillar SGC F854/22/13 thence on a bearing of 180°00" for a distance of 397.6 feet to pillar SGC F854/22/14, thence on a bearing of 170°40" for a distance of 488.9 feet to pillar SGC F854/22/151 thence on a bearing of 175°11" for distance of 500.6 feet to pillar SGC F854/22/16, thence on a bearing of 181°02" for a distance of 427.8 feet to pillar SGC F854/22/1 and containing an approximate and containing an approximate area of 50.0 acre which piece or parcel of land is more particularly delineated on the plan attached hereto and thereon shewn edged pink: The X and Y coordinates of the various points are hereon written on the plan.

IN WITNESS WHEREOF the parties hereunto have hereunder set their respective hands and seals the day and year first above written: -

SIGNED, SEALED AND DELIVERED)
By the said EBUSUABAATAN KOFI AYETSI



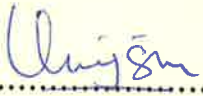
.....
EBUSUABAATAN KOFI AYETSI
(LESSOR)

In the presence of :-

WITNESSES

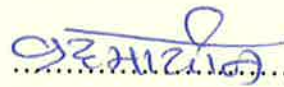
.....
NANA ODUM

.....
OPANYIN YAW MENSAH


.....
OPANYIN YAWSON

.....
OPANYIN KOFI AYUBA


SIGNED, SEALED and DELIVERED by the said)
GREENEARTH AGRO INDUSTRIES LIMITED



.....
MR. BRAHMADEEN SAHANI
P.O.BOX 16 AJUMAKO ONWANE
(LESSEE)

In the presence of: -

WITNESSES


.....
MR RAVIVDRA BARDOLIA
P.O.BOX 16 AJUMAKO ONWANE

.....
MR RUSHANK BARDOLIA
P O BOX 16 AJUMAKO ONWANE
S (LESSEE)

.....
MR ISAAC KWAMENA ESSEL
P.O.BOX 16 AJUMAKO ONWANE


.....
MR ERIC MANU
P.O.BOX 16 AJUMAKO ONWANE

OATH FOR PROOF

I, NANA ODUM of EKRAWFO make oath and say that on the ___ day of ___ I was present and saw **Ebusuabaatan Kofi Ayetsi,** duly execute the Instrument now produced to me and marked "A" and that the said **LESSOR** can/cannot read and write.

SWORN at _____ this _____ day of _____ 20 _____)
BEFORE ME, _____)
.....)
DEPONENT

REGISTRAR HIGH COURT

PROOF OF EXECUTION

On the _____ day of _____ at _____ O'clock in the fore noon this Instrument was proved before me by the Oath of the within-named _____ to have been duly executed by the within-named.

GIVEN UNDER MY HAND AND OFFICIAL SEAL

REGISTRAR HIGH COURT

Dated this 2nd day of August, 2022

B E T W E E N

EBUSUABAATAN KOFI AYETSI
HEAD OF ADISHINA ABORADZE FAMILY OF EKUMFI EKRAWFO

(LESSOR)

&

GREENEARTH AGRO INDUSTRIES LIMITED

MOB. PHONE NO 0549612776

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(LESSEE)

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SOLICITOR OF THE SUPREME COURT