

# LEASE AGREEMENT

BETWEEN

THE CASHEWNUT BOARD OF TANZANIA

AND

DORADO CASHEW NUTS LIMITED

Lease of Land For Investment at Maranje Industrial Park, Plot No. 1. Block 3,4,5 and 7 Maranje Industrial Area, Mtiniko Ward, Nanyamba Town Council within Mtwara Region

**DRAWN BY**  
THE CBT LEGAL UNIT  
CBT HEAD OFFICE  
MTWARA



# LEASE AGREEMENT

This **LEASE AGREEMENT** is made on this 29<sup>th</sup> day of December, 2025.

**BETWEEN**

**THE CASHEWNUT BOARD OF TANZANIA** of P. O. Box 533, Mtwara, Tanzania (hereinafter referred to as the "LESSOR" which expression where the context so admits shall include its successors, beneficiaries and assigns) of the one part;

**AND**

**DORADO CASHEWNUTS LIMITED** having its registered office at 4th Floor, 85K Building, Kinondoni Road, P.O Box 78999 (hereinafter referred to as "the LESSEE" which expression shall where the context so admits include its successors, heirs and assigns) of the other part.

## **WHEREAS:**

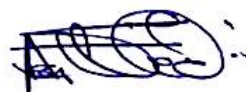
The **LESSOR** is a government institution and a corporate body established by the Act No. 18 of 2009, located at P.O Box 553, Mtwara, Tanzania (hereinafter referred to as "Land Owner" which expression shall, where the context so admits, include its assigns and successors in title), of the other party

The **LESSEE** is willing and desirous of renting from the **LESSOR** the part of the demised premise for investment purpose and on such terms and conditions hereinafter appearing

## **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1. That the **LESSEE** is allowed to operate and invest on the aforementioned area for a leasehold terms of 66 years subject to payment of land rent payable to the responsible Ministry.
2. That subject to clause (1) above the Lessee shall pay predetermined amount of land rent every year to the **LESSOR** after being issued the Land rent assessment from the minister responsible and the **LESSOR** shall immediately collect all land rent from all Tenants and remit payments to the responsible Ministry.
3. That the **LESSEE** shall use the land only for investment purpose and subject to the agreement of the parties and not otherwise, and for that purpose the **LESSEE** shall not be allowed to sublease the premises without written consent from the **LESSOR**
4. **LESSEE** to ensure the **LESSOR** is involved in an application for loans which the lessee intends to secure by reasons of investment on the allocated premises and to ensure that the landlord title to land is not unreasonably used to extend credit.

5. During the continuance of the term lease, LESSEE shall ensure that its Clients' observe the rules and security instruction at all time they visit the demise premise.
6. At all times the LESSEE to keep the demised premises in a good conditions and in accordance with the law relating to occupational safety and health.
7. To use the demised premises for the intended purposes and not to carry or cause to be carried out illegal trade, or unauthorized business or activity whatsoever in contravention of prior agreement between the land lord and the tenant.
8. Not to assign, sublet or part with possession of the demised premises or any part thereof without the previous consent from the Lessor.
9. To permit the LESSOR to enter upon and view the condition, and the project and the business on the leased premise and to give instruction thereto as the LESSOR may deem necessary.
10. Not to do or permit to be done in or upon the leased premises or any part thereof any act, business, gatherings or thing whatsoever which may be or become a nuisance, annoyance or causes any damage or inconvenience to the LESSOR, other occupants, investors in the same building or to the general public or which tend to depreciate the value of leased premise or of the building in neighborhoods.
11. To comply with all the Local Authorities regulations and other restrictions relating to the occupation and use of the leased premise.
12. To respect, and allow and cooperate with other investors on the industrial park, local government authority and the surrounding community and the public.
13. (a) This lease shall be terminated by either Party upon occurrence of the following events;
  - i) At the expiry of the term of leasehold hereby created;
  - ii) If one of the Parties commit a material breach of the terms and conditions herein agreed or conduct itself in a manner not agreed in this lease;
  - iii) If the LESSEE refuses and or ignored instructions of the LESSOR on the proper occupation and use of the demised premise;
  - iv) If the LESSEE fails, refuses or neglect to pay the land rent under clause (1) hereby reserved in the manner agreed herein;
  - v) If the LESSEE occupation in the leased premise is prohibited by the law;
  - vi) By agreement; Force majeure, and upon Government directives.



(b) Termination of the lease under this clause shall take effect immediately.

14. (a) Should the LESSEE desire to vacate the demised premises before expiry of the Lease, she shall give the LESSOR a twelve (12) Months' notice of his desire in writing. This lease agreement shall be interpreted and governed by the laws of Tanzania.

15. This lease may be reviewed and or amended by mutual consent of the Parties and all amendments shall not take effect unless signed by both Parties.

16. Parties undertake to do everything in their powers amicably reach a mutual settlement of any conflicts that may arise in respect to the interpretation or implementation of this Leasehold agreement and Failure of which the parties will have to use the normal courts of law.


17. Each Party will keep confidential all information received from the other party (directly or indirectly) in relation to any aspect of its business, provided that Confidential Information will not include information which

IN WITNESS WHEREOF, the parties hereto have executed these presents in the manner and on the days and year hereinafter appearing:-

SEALED with the COMMON SEAL of the said )  
CASHEWNUT BOARD OF TANZANIA and )  
DELIVERED this ..... day of ..... 20... at ) SEAL  
Mtwara in our presence. )

Name : FRANCIS ALFRED  
Signature:   
Postal address: P.O. Box 533, MTWARA  
Qualification: DIRECTOR GENERAL

**BEFORE ME**

Name : GILBERT GOZIBERT RWEYEMAM  
Signature:   
Postal address: Box 32196 DAR ES SALAAM  
Qualification: ADVOCATE / LEGAL OFFICER



**FOR LESSEE**

SEALED with the COMMON SEAL of the said )  
DORADO CASHEWNUTS LIMITED and DELIVERED )  
On this ..... day of .....20.. at Mtwara in )  
our presence. )

SF<sup>11</sup>



Name : RAJKUMAR VENKATESAN

Signature:   
Postal address: .....

Designation: Director

**BEFORE ME**

Name : BONIFACE LIKOMBA

Signature:   
Postal address: P.O.Box 1885, Dar es Salaam

Qualification: COMMISSIONER FOR OATHS

