

CONSTRUCTION AND LEASE AGREEMENT

BETWEEN

SALITCH LIMITED

AND

DERICK GLOBAL COMPANY LIMITED

DRAWN BY:

CAESSAR A.SHAYO (Advocate)
LAWSON ARTTONEYS
RENGUA ROAD ADJ TO TANESCO
P.O. BOX 480
Moshi-Tanzania.
Mob: +255787751075,
E-MAIL: caessarshayo@gmail.com



CONSTRUCTION AND LEASE AGREEMENT

THIS AGREEMENT is entered this 02 day of January.....2019

BETWEEN

SALITCH LIMITED legal person duly registered under the Company's Act, CAP 212 of Laws of Tanzania Revised Edition 2002 which conducts its Businesses within the United Republic of Tanzania of P.O.BoxMoshi – Kilimanjaro. (Herein after referred to as the owner of the Property/Land and Lessor) on one side.

AND

DERICK GLOBAL COMPANY legal person duly registered under the Company's Act, CAP 212 of Laws of Tanzania Revised Edition 2002 which conduct it's Businesses within the United Republic of Tanzania of P.O .Box 919 Moshi – Kilimanjaro. (here in after referred to as the lessee) on the other part.

A. **WHEREAS** the term Owner of the property where applicable it shall always mean and include, heirs, legal representatives, and successors in the title of the Lessor, and the term Lessee shall mean legal representatives, heirs, Shareholders and successors of the Lessee. And the land where applicable shall mean the plot No. 30 with C.T 8539 located at WERUWERU INDUSTRIAL AREA, HAI DISTRICT owned by the Owner/Lessor.

B. **AND WHEREAS** both the owner of the Land and the Lessee have agreed to enter into a Construction and Lease agreement in respect of the above-described premises upon the terms and conditions hereinafter appearing.

1.0 EFFECTIVENESS OF THE AGREEMENT

1.1 This Agreement shall come into effect on the date as may be mutually agreed between the Parties when this agreement will be signed.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1. CONSTRUCTION TERMS CLAUSE

- a. That both parties have agreed that the Lessee described above shall build/construct the manufacturing factory by following proper legal procedures on the above described landed property within the period of 24 Months.
- b. That the construction of the said building on the said plot will be done in the expenses of the Lessee.

2. LEASE TERMS CLAUSE AFTER CONSTRUCTION

- a. Immediately after the building is complete, the Lessor will lease the whole premises to the Lessee for them to conduct their production and supply of spirit therein.
- b. That the Lessor will lease the said manufacturing factory on the said landed property for a period of 25 years from the date the construction is finished.
- c. Thereafter the Lessor shall allow the Lessee to take possession of the said manufacturing factory for the period agreed above and Lessor shall create all conducive environments for the lessee to use the premises as agreed by both parties in this agreement .
- d. It is expressly agreed by both parties herein that the lessee shall not be paying Rent to the Lessor as the payment for the construction of the said manufacturing factory for a period of Twenty Five Years (25) consecutive years from the day of completion of the construction of the said manufacturing factory .
- e. That upon the expiry of the said period of time then the Lessor will take back possession of the said Manufacturing Factory and he will have the right to lease the said property to the lessee for new terms and condition .
- f. That after the expiry of Twenty Five years the lessor shall have absolute power and ownership of the manufacturing factory .

3. THE PARTIES HEREIN AGREES AS FOLLOWS

- i. That the agreement will be for a period of Twenty Five (25) years from the completion date of building the said manufacturing factory.
- ii. That after the expiry of twenty five (25) years of using the said manufacturing factory without paying Rent , the Lessor will have absolute ownership of the said Manufacturing Factory .
- iii. That it is agreed between the parties that the Lessee will not have to pay rent to the Lessor for all the period of twenty five years as indicated above.

4. LEGAL COMPLIANCE AND RESOLUTION OF DISPUTES

Any dispute that will arise from this agreement shall be solved amicably between parties ,and parties may extend to engage a mediator of their choice to help them resolve the dispute and each part shall bear its own cost along the process of resolving the dispute .

5. GOVERNING LAW AND LANGUAGE

- i. It is agreed that this Agreement between the Parties relating to the recognition of the Contract between them, shall be governed by and construed in all respects in accordance with Tanzanian law as amended from time to time.
- ii. This Agreement has been executed in the English Language which shall be the binding and controlling languages for all matters relating to the meaning or interpretation thereof.

6. EXPIRATION/TERMINATION

- a. This Agreement shall come to an end after expiration of the twenty five years as agreed by both parties under this agreement .
- b. Any part in this agreement wishes to terminate this agreement shall furnish a notice of three months to the other party before terminating this agreement.

IN WITNESS WHEREOF the Parties have hereunder put their Hands and/or Seal the date and year first above appearing and this Agreement is made in three originals;

SEALED by the common SEAL of the said
SALITCH LIMITED
this 02... Day of January 2019

.....
SEAL



AUTHORIZED PERSON, FOR OWNER OF PROPERTY

Name: WILFRED LUCAS TARIMO
Signature: [Signature]
Address: 919 MOSHI
Qualification: MANAGING DIRECTOR

Name: DOREEN WILFRED TARIMO
Signature: [Signature]
Address: 919 MOSHI
Qualification: DIRECTOR



BEFORE ME ;
NAME; CAESSAR A. SHAYO
SIGNATURE: [Signature]
ADDRESS; P .O. BOX 480 MOSHI
QUALIFICATION ; ADVOCATE



SEALED by the common SEAL of the said
DERICK GLOBAL COMPANY LIMITED
this 02 Day of January 2019

.....
SEAL.



AUTHORIZED PERSON FOR LESSEE

Name: WILFRED LUCAS TARIMO

Signature: [Signature]

Address: 919 Moshi

Qualification: MANAGING DIRECTOR

Name: DOREEN WILFRED TARIMO

Signature: [Signature]

Address: 919 Moshi

Qualification: DIRECTOR



BEFORE ME ;

NAME; CAESSAR A. SHAYO

SIGNATURE; [Signature]

ADDRESS; P. O. BOX 480 MOSHI

QUALIFICATION ; ADVOCATE

