

## RENTAL AGREEMENT

**PLOT NO.300 BLOCK 'A' MUHEMBO RESIDENTIAL AREA, GOMBERO HAMLET, PANGANI EAST WARD IN PANGANI DISTRICT COUNCIL**

This agreement is made on 30<sup>th</sup> day of NOVEMBER 2022

**BETWEEN**

**MASJID IBADHI** of P.O BOX 32 PANGANI (who is the legal owner of **PLOT NO.300 BLOCK 'A' Muhembo** Residential area, Gombero hamlet, Pangani East Ward in Pangani District Council, hereinafter referred as 'Lessor'

**AND**

**SHANDONG LUQIAO GROUP CO.,LTD** (who is the Contractor given Contract by the Government of Tanzania to build a bridge and roads at Pangani hereinafter referred as 'Lessee'

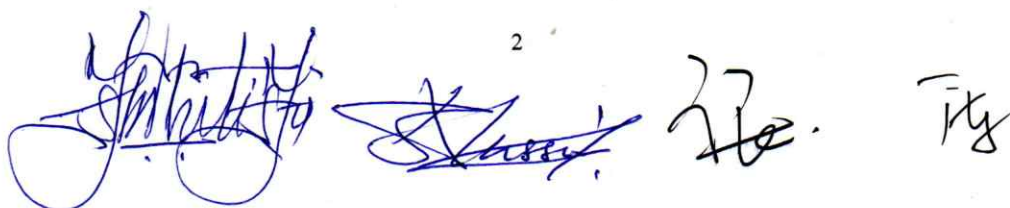
**Both parties agree as follows:**

- i. Lessee is intending to rent Plot No.300 Block 'A' from Lessor in order to establish a temporary Camp for building houses, plant stations and offices and keeping construction equipments and materials for duration of six years of which will be executing the contract of construction of a bridge and roads at Pangani Town Council.
- ii. Lessor agreed to provide its Plot No.300 Block 'A' to Lessee for facilitate them to establish temporary camp for the purpose stated above (i).
- iii. During the term of the Agreement, Lessee itself shall be responsible for the power and water sources.
- iv. The parties agree that, Lessee provides fence that are made of wire gauze and concrete piles, at the end of agreement, fence will be under ownership of Lessor.



- v. Lessor agreed that they will not interfere any work done within the area unless are illegal activities, Hence lessor shall enjoy quite settlement to the leased premise.
- Vi. Lessor guarantees that the taxes owned to the government before the commencement date of the rental have been paid off and compensation to fields, corps and houses etc within has been made, making sure Lessee can start work right after payment.
- Vii. Lessor and the District Commissioner promise to explain to the villagers and to coordinate in the event that the noise and dust produced within the camp when sometimes working at night causing disturbance to villagers nearby, and ensures they won't interfere with construction.
- Viii. Lessee will select one or several main roads leading to the construction site around the camp, and Lessor and the District Commissioner shall assist Lessee in coordinating the use of the road. But if any damage is caused to the road due to Lessee's construction, Lessee shall be responsible for the maintenance.
- Ix. Lessee will pay sum of TZS 29,613,291 (twenty nine million six hundred thirteen thousand two hundred and ninety one Tanzania shillings), the cost includes the leasing rent, land rent tax, stamp tax and all the other possible expenses for the land during the six-year occupation of the land. The price is fixed price, and Lessee wouldn't be responsible for any expenses other than the cost.
- That the sum of Tsh. 10,000,000/= (ten million) shall be paid on the date of signing this contract and that is 1<sup>st</sup> day of December, 2022.
  - That the amount in tune 19,613,291 (nineteen million six hundred thirteen two hundred and ninety one) shall be paid on 15<sup>th</sup> December, 2022.
- x. Lessee will pay the total sum of money through bank account transfer (account that provided in this contract), and will get a formal receipt.

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The image shows four handwritten signatures in blue ink at the bottom of the page. The signatures are stylized and appear to be of different individuals. The second signature from the left has a small number '2' written above it.

- xi. The parties agree that the right to use the land shall be completely owned by Lessee within 6 years of the rental term, and that Lessor and the governments at all level shall have no right to interfere, unless Lessee carries out illegal activities.
- xii. Lessor agrees to provide a copy of the title certificate of the land as an integral part of the agreement, and promises that the certificate is valid.
- xiii. The parties agree that any dispute will be resolved through amicable negotiation and, if no agreement can be reached, Tanzania Government Laws shall be applied.

Payment will be made through the account specified below as designated by Lessor :

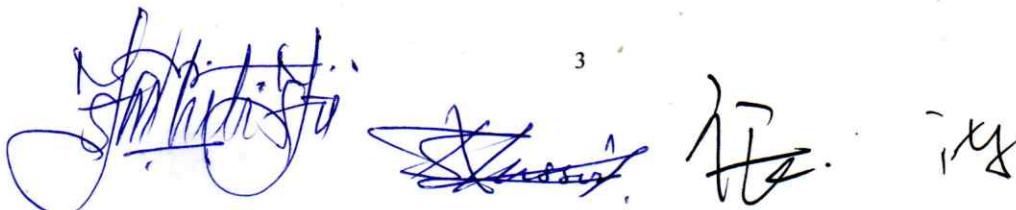
Bank: NMB PANGANI BRANCH

Account name: DISTRICT ADMINISTRATIVE SECRETARY PANGANI

Account NO: 42010001114

In witness whereof the parties have caused this agreement to be executed on the day and year before written. This Contract is made in 4 pieces, with Lessee holding 2 pieces, Party A and the District Commissioner each holding 1 piece, and each piece shall have the same legal effect. The agreement is automatically voided upon the expiration of the lease.

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SIGNED AND DELIVERED FOR AND ON BEHALF OF THE LAND OWNER (MASJID IBADHI)

Signature: *[Handwritten Signature]*  
Name: ALIMU FADHIL BIFU  
Title: SECRETARY

Signature: *[Handwritten Signature]*  
Name: ALY SALIM UACOR  
Title: TREASURER

SIGNED AND DELIVERED FOR AND ON BEHALF OF THE CONTRACTOR (M/S SHANDONG LUQIAO GROUP COMPANY LTD)

Signature: *[Handwritten Signature]*  
Name: Zhang Yong  
Title: Q.M.

Signature: *[Handwritten Signature]*  
Name: Chen Hui  
Title: SE

IN PRESENCE OF:

Signature: *[Handwritten Signature]*  
Name: BARIKIEL MSARY  
Title: STATE ATTORNEY

Signature: *[Handwritten Signature]*  
Name: GHAIBU BULLER LINGO  
Title: DC-PANGANI

OFFICIAL STAMP:



JAMHURI YA MUUNGANO WA TANZANIA  
OFISI YA RAIS  
TAWALA ZA MIKOA NA SERIKALI ZA MITAA

MKOA WA TANGA

Email.das.pangani@tanga.go.tz



Ofisi ya Mkuu wa Wilaya,  
Wilaya ya Pangani,  
27 Barabara ya Ofisi ya Mkuu wa (W)  
21381 PANGANI  
S. L. P. 31,  
PANGANI

Unapojibu tafadhali taja

Kumb.Na.RA/B.30/4/III/108

24/11/2022

Masjid Ibadhi Pangani,  
S. L. P. 32,  
PANGANI.

**YAH: OMBI LA KURIDHIA KUTUMIA AKAUNTI YA DAS PANGANI:**

Tafadhali rejea somo tajwa hapo juu.

Ofisi ya Mkuu wa Wilaya Imeridhla kutumia akaunti namba ya Benki ya Katibu Tawala Wilaya ya Pangani akaunti Na.42010001114 NMB jina la akaunti District Administrative Secretary Pangani kwa ajili ya kulipa deni la Serikali na kumaliza mgogoro wa wakulima wa mbogamboga wa Pangani Mashariki.

Nakutakla utekelezaji mwema

Zuhura A. Rashid  
Kny: KATIBU TAWALA WILAYA  
PANGANI

Kny: KATIBU TAWALA WILAYA  
PANGANI

Nakala:

Mkuu wa Wilaya,  
PANGANI -

Alone kwenye jalada.

# PANGANI DISTRICT

## INSET SHOWING DETAILS OF PLOTS



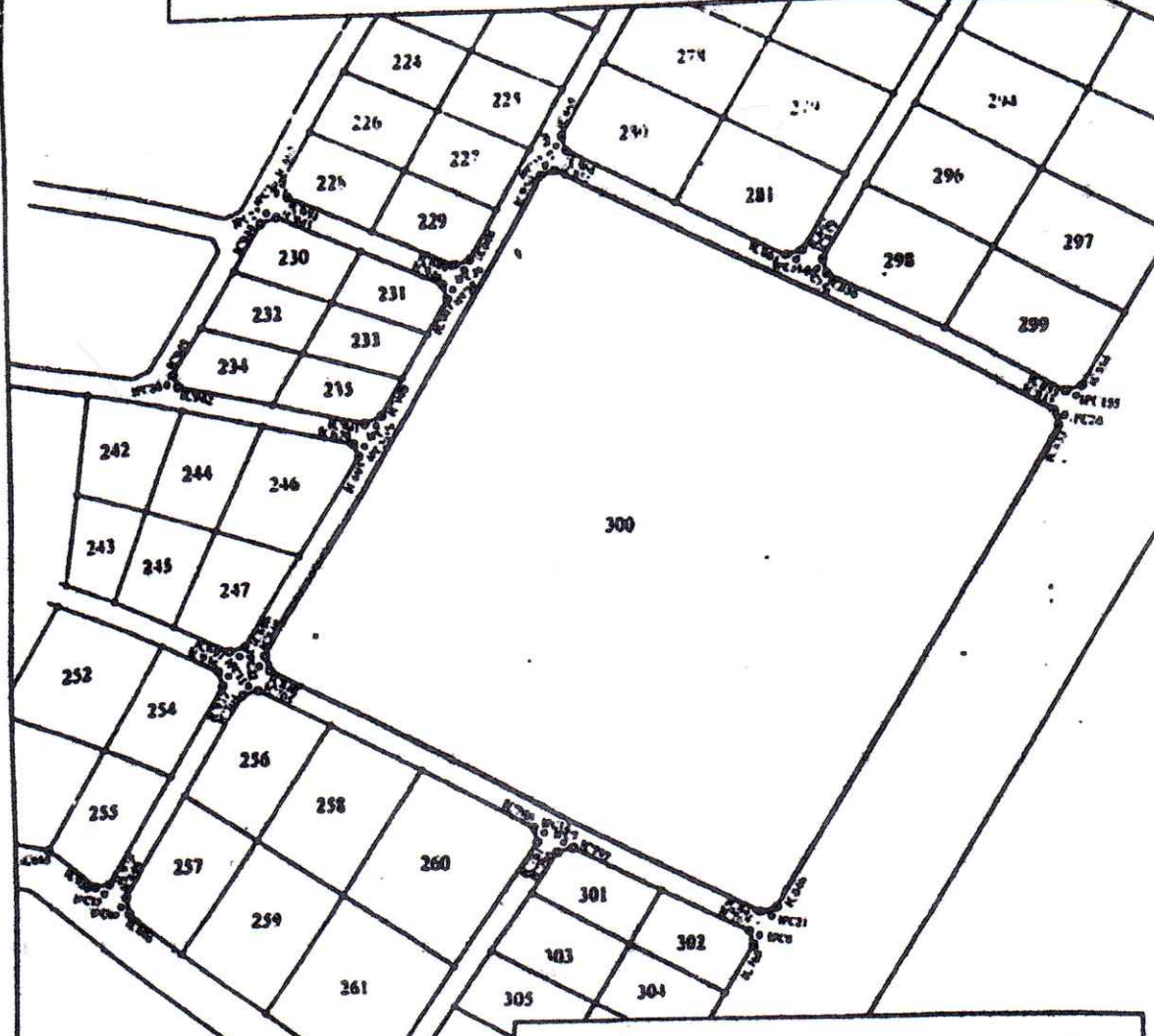
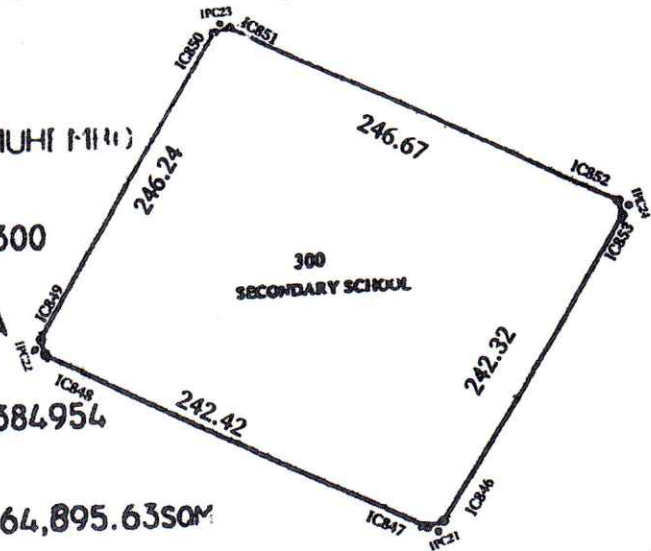
LOCALITY : MUHI (II)

PLOT : 300

BLOCK : A

L.O No : 384954

AREA : 64,895.63 SQM



The issue of this plan implies on guarantee or admission of title by the Government.

This plan is prepared in accordance with Registration 56725 is approved for purpose of the land Registration ordinance Director of surveys and Mapping [Signature] Date 23/4/14 Ministry of Land and Human Settlement Development.

*[Handwritten signatures and notes at the bottom of the page]*