

# LEASE AGREEMENT

Lease of OFFICE SPACE at Sixth floor WING A Measuring 30 Square Meters at the PSSSF ARUSHA HOUSE located at Plot Number 15 Block II along the Nyerere Road, Arusha

BETWEEN

THE BOARD OF TRUSTEES OF PUBLIC SERVICES SOCIAL SECURITY FUND

AND

FENG GEMSTONE TANZANIA LTD

  
Certified True Copy of the Original  
Diana Juliano Lema  
Advocate, Notary Public & Commissioner  
for Ombudsman  
Sign:   
Date: 09/09/2024

**PART A  
LEASE**

The premises are hired by the TENANT from LANDLORD subject to the Terms and Conditions set out herein and, in any Annexure, hereto:

THE LANDLORD: THE BOARD OF TRUSTEES OF PUBLIC SERVICE SOCIAL SECURITY FUND					Postal Office Box 1501 Dodoma		
ID/REGISTRATION NO. Established under Act NO.2 of 2018							
THE TENANT: FENG GEMSTONE TANZANIA LTD					Postal Office Box 1819 ARUSHA		
ID/REGISTRATION NO.							
THE PREMISES: SIXTH FLOOR WING A							
BUILDING: PSSSF ARUSHA HOUSE							
BUILDING ADDRESS: Plot Number 15 along the Nyerere Road- ARUSHA							
PREMISES MEASURING APPROXIMATELY: 30 SQUARE METRES							
1.8 USE OF PREMISES (TO BE USED BY THE TENANT FOR THESE PURPOSES AND FOR NO OTHER PURPOSE WHATSOEVER)					OFFICE		
COMMENCES TERMINATES OCCUPATION DATE					YEAR	MONTH	
					2023	1 <sup>ST</sup> OCTOBER	
					2026	30 <sup>TH</sup> SEPTEMBER	
1.9 THE TENANT HAS THE OPTION TO RENEW THE LEASE FOR A FURTHER PERIOD OF THREE (3) YEARS. THE TENANT SHALL NOTIFY THE LANDLORD OF SUCH INTENTION THREE (3) MONTHS BEFORE THE EXPIRY OF THE CURRENT LEASE TERM							
COMMENCES TERMINATES					YEAR	MONTHS	
					2023	1 <sup>ST</sup> OCTOBER	
					2026	30 <sup>TH</sup> SEPTEMBER	
1.10 RENT							
Basic Rent TZS per m <sup>2</sup>	VAT	SERVICE CHARGE TZS	VAT	TOTAL TZS	FROM	TO	
10,291.5	1,852.47	4,574	823.32	17,541.29	1 <sup>ST</sup> OCTOBER, 2023	30 <sup>TH</sup> SEPTEMBER, 2026	
1.11 MONTHLY CHARGES							
BASIC RENT	VAT	SERVICE CHARGE	VAT	TOTAL			
308,745	55,574.1	137,220	24,699.6	526238.7			
1.12							
1.13	SECURITY DEPOSIT AMOUNT TO BE PAID METHOD OF PAYMENT: BY CROSSED CHEQUE/BANK TRANSFER or TISS					TZS.	
1.14	THE FOLLOWING STAMP DUTY SHALL BE PAYABLE BY THE TENANT					AS ASSESSED BY TRA	
1.15	THE FOLLOWING ANNEXURES SHALL FORM PART OF THIS AGREEMENT TO LEASE:					NOTIFICATION/ACCEPTANCE LETTER OF AWARDS	

#### 4.0 RENT AND OPERATING COSTS INSTRUCTION

##### 4.1 RENT

4.1.1 Monthly Rent Totalling to **TZS 364,319.1** per month **VAT Inclusive**.

4.1.2 **Rent Payable Monthly in Advance** totalling **TZS 364,319.1 VAT Inclusive**

4.1.3 The payment will be via correct **TAX INVOICE** issued under the name of **PUBLIC SERVICE SOCIAL SECURITY FUND**.

4.1.4 The said rent shall be by cheque drawn in favor of the **PUBLIC SERVICE SOCIAL SECURITY FUND**.

Or the same shall be wire transferred to the following account details  
UPON ISSUED OF CONTROL NUMBER:

4.1.5 Account Name: **PSSSF INVESTMENT ACCOUNT**  
Bank Name: **CRDB Bank PLC**  
Branch Name: **CRDB KIJITONYAMA**  
Account Number: **0150393878200**  
Swift Code: **CORUTZ**

- **CONTROL NUMBER WILL BE ISSUED**

4.1.6 All Taxes on rent shall be subject to the requirements of the Income Tax Act and the Value Added Tax Act.

4.1.7 **SEE BELOW TABLE CALCULATIONS: -**  
**TABLE 1.0 BREAKDOWN OF RENT PAYMENT**

		RENT BREAKDOWN					Payable MONTHLY in Advance
	Sqm	Rate (TZS)	RENT (EXL VAT)	W/TAX (10%)	VAT (18%)	TOTAL WITH VAT	
Rent	30	10,291.5	308,745		55,574.1	364,319.1	364,319.1
<b>TOTAL AMOUNT PAYABLE</b>							<b>364,319.1</b>

\*WITHHOLDING TAX IS PAID TO TRA and certificate delivered to Property Managers office

12.1.1 The LANDLORD  
Public Service Social Security Fund  
P.O Box 1501  
**DODOMA**

**Or through the agent contact  
Managing Director  
GIMCOAFRICA LIMITED,  
P. O. BOX 32822,  
DAR ES SALAAM,**

12.1.2 TENANT  
**FENG GEMSTONE TANZANIA LTD**  
P.O.BOX 1819  
ARUSHA

12.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing, but it shall be competent to give notice by telefax as deem to be appropriate by both parties.

12.3 Any party may, by notice to any other party notify of change in domicilium citandi et executandi to another physical address or telefax number in Tanzania provided that the change shall become effective on the 7<sup>th</sup> day after the receipt of the notice by the addressee.

12.4 Any notice to a party contained in a correctly addressed envelope and-

12.4.1 Sent by prepaid registered post, to it at its domicilium citandi et executand or

12.4.2 Delivered by hand to a responsible person during ordinary business hours at its domicilium sitandi et executandi.

Shall be deemed to have been received on the day of delivery (unless the contrary is proved). If any notice is given by telefax, it shall be deemed to be received on transmission.

12.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicilium citandi et executandi.

interests to reach a fair and equitable solution satisfactory to both parties.

- 41.2 If the parties fail to amicably resolve their disputes, controversy, claim or difference through such mutual consultation and/or discussion as referred to in clause 41.1 hereinabove, shall refer the matter to any court of competent jurisdiction in the United Republic of Tanzania for adjudication and determination

#### **42.0 PROPER LAWS AND COURT JURISDICTION**

- 42.1 This agreement shall be governed and interpreted by the applicable laws in Tanzania.
- 42.2 Any Proceedings arising out or in connection with this agreement may be brought in any competent Court jurisdiction in the United Republic of Tanzania.

#### **43.0 TERMINATION CLAUSE**

- 43.1 Either the LANDLORD or the TENANT can terminate the agreement by giving the other one month's notice in writing. The TENANT can request for additional time from the Landlord in writing if necessary. Such request for extension shall not be unreasonably withheld.
- 43.2 If the TENANT shall desire to terminate the term hereby granted the TENANT shall give to the LANDLORD notice of such desire and shall up to the time of such termination pay the rent and reasonably observe and perform the covenant on its part hereinbefore reserved and contained.
- 43.3 A Notice to terminate can only be issued by EITHER PARTY after twenty-four (24) calendar months from the date of commencement of lease. Then immediately on the expiration of such notice the present demise and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of covenant.
- 43.4 In the event such notice is not issued by the TENANT as set out above the TENANT will be required to forfeit the amount paid as deposit. This will not offset any part of the dues outstanding as at that date. Should the TENANT issue a notice before the expiry of the two years of tenancy, the tenant will be required to pay any outstanding rent together with the rent for the

remaining period of those two years. The TENANT will also leave intact any partitions fitted in the demised premises.

- 43.5 In the event such notice is not issued by the LANDLORD as required by clauses 43.1 and 43.3, the LANDLORD shall pay back the amount paid as deposit plus any amounts paid in advance by the TENANT

#### **44.0 YIELDING UP:**

At the expiration of the Term:

- 44.1 To yield up the demised premises in good and substantial repair in accordance with the terms of this Lease Agreement.
- Provided that the Tenant shall pay a sum equivalent to any loss of rent incurred by the Landlord (which shall be calculated at the level paid by the Tenant under this Lease) during such period as is reasonably required for the carrying out of works at the expiration of the term by reason of any breach of repairing and decorating covenants.
- 44.2 To give up all keys of the demised premises to the Landlord, and
- 44.3 To remove all signs erected by the Tenant in, upon or near the demised premises and immediately to make good any damage caused by such removal

**ATTESTATION**

In **WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the day hereinafter appearing.

**SEALED** with the **COMMON SEAL**  
Of the said **BOARD OF TRUSTEES OF PUBLIC  
SERVICE SOCIAL SECURITY FUND**

and **DELIVERED** in our presence  
this 20<sup>th</sup> Day of Sept 2023

**SEAL**

Signature: [Signature]

Names BEATRICE MUSA-LUPI

Designation: Ag. DIRECTOR GENERAL

Postal Address: 1501 - DODOMA

Signature: [Signature]

Names KABULA MALIMA

Designation: Ag. DIRECTOR OF LEGAL SERVICES

Postal Address: 1501 - DODOMA

**SEALED** with the **COMMON SEAL**  
Of the said **FENG GEMSTONE TANZANIA LTD**  
and **DELIVERED** in our presence .....  
This.....day of..... 2023

**SEAL**

Signature: .....  
Names ..... *Pan Qibo Yun* .....  
Designation: *Asistant Director* .....  
Postal Address: *P.O Box 1819* .....

**FENG GEMSTONE TANZANIA LTD.**  
**P. O. Box 1819**  
**IRUSHA**

Signature: .....  
Names ..... *Lu Peng Peng* .....  
Designation: *Director* .....  
Postal Address: *P.O Box 1819* .....