

**THE LAND REGISTRATION ACT (CAP 334)**

**LEASE AGREEMENT**

**BETWEEN**

**FAUSTINA GWARUDA MALLEYCK**

**AND**

**OSSC COMPANY LIMITED**

**PLOT NO 69 BLOCK 'A' VISIGA MWISHO, KIBAHA TOWNSHIP**

**DRAWN BY:**

**PATRICIA PIUS MBOSA**  
**OPTIMA LAW CHAMBERS**  
**HOUSE NO 44 COCA-COLA ROAD**  
**NEAR EAST AFRICA SCHOOLS, MIKOCHE NI B'**  
**P.O.BOX 34350**  
**DAR ES SALAAM**



# LEASE AGREEMENT

THE AGREEMENT is made this ...1... day ...March... 2025

## BETWEEN

**FAUSTINA GWARUDA MALLEYK** of P.O Box 30494, Kibaha [hereinafter called "the Lessor"] on the one part.

## AND

**OSSC COMPANY LIMITED** of P.O. Box 3496, Dar es Salaam [hereinafter called "the Lessee"] on the other part.

**WHEREAS** the Lessor is the registered owner of that entire house situated at Plot No. 69 Block 'A', Visiga Mwisho, Kibaha Township, Pwani [hereinafter called "the Demised Premises"].

**WHEREAS** the Lessor is desirous of letting to the Lessee the Demised Premises for business and the Lessee is desirous of acquiring thereof subject to terms hereinafter described.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** as follows;

1. In consideration of the **Tanzania shillings One Million** (TZS. 1,000,000/=) only as a rent per month payable yearly in advance, the Lessor shall lease the Demised Premises.
2. And the Lessor acknowledges receipt of entire rent up to 28<sup>th</sup> day of February **2026**
3. The tenancy shall be deemed to have commenced on **1<sup>st</sup>** day of **March 2025** and shall be for a period of three years without renew.
4. The Lessee covenants with the Lessor as follows;
  - a) To pay the rent hereby served on the days and in the manner aforesaid without deductions.
  - b) To use Demised Premises for business and keep the Demised Premises in good and habitable conditions.

- c) Not to assign or sublet or part with the possession of the Demised Premises without consent in writing of the Lessor.
- d) Pay all the government fees, land rent or any charges, costs, and fees relating to the Demised Premise.
- e) Not conducting any illegal activity in the Demised Premises. Further the Lessee should abide to all the laws of the United Republic of Tanzania when conducting his business.
- f) Not to do anything which in the opinion of the Lessor may be nuisance, annoyance or interference with the quiet and comfort of the neighbourhood.

5. The Lessor hereby covenants with the Lessee as follows;

- a) That the Lessor covenants with the Lessee that the Lessee shall use the Demised Premises and shall enjoy peaceful occupation at the same without any interruption or unreasonable interference from the Lessor or any person rightfully claiming under or in trust for him.
- b) That the Lessor shall allow the Lessee to make development in the Demised Premise for the purpose of the business of the Lessee
- c) That the Lessor shall assure that the Demised Premises are not a subject matter of any CIVIL SUIT dispute or third part claim and are free from any encumbrances whatsoever.
- d) That the Lessor shall make sure that all documents of her ownership of the demised premise from the authorities are valid

6. Notice of termination shall be thirty (30) day-written notice.

7. This Lease shall expire upon expiry of TEN (10) years from the date of commencement. In the event the lease agreement is determined sooner or at the expiry of the period aforementioned the Lessee shall quietly yield and give vacant possession to the Lessor.

IN WITNESS WHEREOF these presents have been executed on the dates set out against our respective signatures

SIGNED and DELIVERED by the said **FAUSTINA GWARUDA MALLEYK** who is Known to me/identified to me by ..... the latter being known to me personally in my presence this day ... of ... 3, 2025

*F. Gwaruda*  
**LESSOR**

Witness: *[Signature]*  
Signature: .....  
Postal Address: P.O. Box 33969  
DAR ES SALAAM  
Qualification: ADVOCATE



SIGNED and DELIVERED on behalf of **OSSC COMPANY LIMITED** by the said ..... who is Known to me/identified to me by ..... the latter being known to me personally in my presence this day ... of ... 3, 2025



Witness: *[Signature]*  
Signature: .....  
Postal Address: P.O. Box 33969  
DAR ES SALAAM  
Qualification: ADVOCATE

