DATED THE ............. DAY OF ………………….. 2015

 **LEASE**

Between

**MUTALL INVESTMENT COMPANY LIMITED.**

(as the “Lessor”)

And

Oigilai Properties

(as the “Lessee”)

In relation to all that property known as **‘Ngong/Ngong/17140’**

Shop No.2.3c - Kiserian

DRAWN BY

IN THE MATTER OF THE LAND ACT NO. 6 OF 2012, AND

IN THE MATTER OF THE LAND REGISTRATION ACT NO. 5 OF 2012 AND

IN THE MATTER OF THE REGISTERED LAND ACT CHAPTER 300 (REPEALED)

PARCEL NO. NGONG/NGONG/17140 – SHOP NO. 2.1B – KISERIAN TOWNSHIP, MAGADI ROAD, - KAJIADO NORTH, KAJIADO COUNTY - KENYA.

LEASE

THIS LEASE is made on the 19 of .May .2015 BETWEEN

1. MUTALL INVESTMENT COMPANY LIMITED of Post Office Box Number **374 - 00206, KISERIAN** (hereinafter referred to as “the Lessor” which expression shall where the context so admits include its successors, respective personal representatives, assigns and estate)

 **AND**

1. Oigilai Properties of Post Office Box Number 634 - 00206 Nairobi (hereinafter referred to as “the Lessee” which expression shall where the context so admits include its successors, respective personal representatives, assigns and estate)

**WHEREAS:**

1. **MUTALL INVESTMENT COMPANY LIMITED** is the legal registered owner and proprietor of ALL THAT piece of Land known as Title Number L.R. No. NGONG/NGONG/17140 (SHOP NO. situated along MAGADI ROAD within KISERIAN TOWN in the said Republic of Kenya TOGETHER with all the Lessor’s fittings and fixtures therein (hereinafter called the “Demised Premises”) TO BE HELD by the Lessee
2. Oigilai Properties has at the request of the Lessee agreed to lease the property and/or Demised premises as a Tenant upon the terms and conditions hereinafter appearing:-

NOW THIS LEASE WITNESES AS FOLLOWS:-

1. RENT.
2. The lease shall be for a term of FIVE Years from the 1st day of July, 2015,

and will end on 31th July, 2020. The lease can be renewable for another reasonable time provided that all the terms of this agreement are adhered to and as the Lessor and the Lessee shall agree thereupon.The rent shall be reviewed after the third year from the commencement of this lease agreement.

1. The Rent payable to the Lessor is Kenya shillings Twenty thousand (Kshs.20,000.00) per month with effect from 1st July 2015. The rent shall be paid on quarterly basis on or before the Fifth day of the first month of each quarter.
2. The Lessee will pay the sum of Kshs Fourty four Thousand (Kshs 44,000.00) as security deposit. This is made up of:-
	1. Two months rent @ ksh 20,000 per month –Total ksh 40,000
	2. Electricity deposit of Kshs Two Thousand five hundred shillings (Kshs 2500.00)
	3. Water consumption and service charge of Kshs one thousand five hundred shillings (Kshs 1,500).

The above security deposit is refundable at the determination or expiry of the Lease herein but subject to such deduction as will be necessary for the cost of repairs to the leased premises in the event of the Lessee defaulting on her obligation under Clause 1 (i) herein below mentioned and upon clearance of all outstanding consumption.

1. To keep the Lessor’s fixtures and fittings therein" and the doors, windows glass and all drains down pipes water-pipes and electrical apparatus in or about the demised premises well and sufficiently cleaned and in good and tenantable repair and conditions (except for repairs rendered necessary by fair wear and tear and loss of damage by fire, burglary, explosion, storm, tempest, riot, civil commotion, falling aircraft or articles dropped therefrom or other causes outside the control of the Lessee) and in such repair and condition to deliver up the same together with all the Lessor’s fixtures and fittings (except as aforesaid) at the expiration or sooner determination of the said term with all locks keys and fastenings complete and to indemnify the Lessor against and to make good all the Lessee’s expenses for all damage occasioned to the demised premises or to any other part of the said piece or parcel of Land through any .breach of this Agreement or through improper use by or the negligence of the Lessee its servants or agents or through the stopping up, busting, overflowing or leakage or any of the said pipes drains or other apparatus due to the negligence of the Lessee.
2. To permit the Lessor or her agent or agents at all reasonable time during the said term with or without workmen or others to enter into and upon the demised premises and view the state of repair and condition thereof and in case the same shall be found to be defective or out of repair and notice in writing of such defects or matters of which the Lessee is liable under the provisions hereof shall have been given to the Lessee or left upon the demised premises, to make good the same in proper manner to the satisfaction of the Lessor within the space of seven days as aforesaid proceed diligently with the execution of such repairs and the cost thereof shall be a debt from the Lessee to the Lessor and be forthwith recoverable by action.
3. To make good any damage caused to the demised premises by the removal by the Lessee of any furniture goods or other articles into or out of the demised premises.
4. Not to make any alterations or additions to the demised premises or to erect any fixture thereof or drive any nails screws or bolts or wedges in the floor walls or ceiling thereof without the consent of the Lessor first hand and obtained.
5. To use the demised premises for the business of a an advocate of the a high court.
6. Not to do or permit upon the demised premises anything which in the opinion of the Lessor may be or become a nuisance to the Lessor or her tenants or owner or occupiers of adjoining premises.
7. Not without the previous consent in writing of the Lessor to carry on or permit or suffer to be carried on upon the demised premises or any part thereof any trade or business or to do or suffer any other thing which may render increased or extra sums payable for the insurance of the demised premises against fire or which may make void or voidable any policy or insurance now held by the Lessor in respect of such insurance and to repay to the Lessor upon demand any sums that may be expended by them for or about the renewal of any such policy or policies of insurance or any sums required to be paid by her by way of extra or excess premium as a result of any act or neglect of the Lessee.
8. Not to assign sublet or part with the possession of or share the occupancy of the demised premises or any part thereof without the prior consent in writing of the Lessor (which consent shall not be unreasonably withheld by the Lessor) and it is hereby declared and agreed that upon any breach by the Lessee of the terms of this' clause, the Lessor may thereupon at any time re-enter upon the demised premisesand if the Lessor shall do so, the term hereby created shall determine absolutely.
9. To permit the Lessor or her agents during the two months immediately preceding the determination of the term hereby created to affix and retain without interruption upon any part of the demised premises a notice or notices for re-letting the same and to permit during the said two months all persons with written authority from the Lessor or agents at any reasonable times of the day to view the demised premises.
10. Immediately prior to the termination of the term hereby created to paint with two coats of good oil or plastic emulsion paint in a proper and workmanlike manner in a colour and otherwise to the reasonable satisfaction of the Lessor in all respects all the iron wood and other parts of the interior of the demised premises as well as the outside of all doors hereto before or usually painted and after such painting or grain varnish distemper, wash, stop, whiten and colour all such parts of the interior or the demised premises as well as the outside of all doors hereto before or usually painted as have previously been dealt with.
11. The Lessor to the intent that the obligation hereinafter set out may continue throughout the continuance of the term hereby created agrees with the Lessee as follows:-
12. Immediately prior to the commencement of this Lease or so soon thereafter to paint with two coats of good oil or plastic emulsion paint in a proper and workmanlike manner in a colour and otherwise to the reasonable satisfaction of the Lessor in all respects all the iron wood and other parts of the interior of the demised premises as well as the outside of all doors hereto before or usually painted and after such painting or grain varnish distemper, wash, stop, whiten and colour all such parts of the interior or the demised premises as well as the outside of all doors heretobefore or usually painted as have previously been dealt with.
13. To keep the carriage ways, car parking areas garden fences and grounds forming part of the said premises in a clean and tidy condition.
14. To keep the outer walls roof and ceiling of the premises in good and substantial repair paint and condition and in all respects wind and water tight.
15. To insure and keep insured the demised premises against loss or damage by fire and other normal comprehensive risk.
16. To bear, pay and discharge all existing and future rates, taxes assessment duties, impositions and outgoings whatsoever imposed or charged upon the demised premises other than those for which the Lessee is liable under the proceeding provisions herein.
17. To permit the Lessee paying the rent hereby reserved and performing and observing the agreements conditions restrictions stipulations and provisions herein contained or implied to be performed and observed, peaceably to enjoy the demised premises during the term hereby created without any interruption from or by the Lessor or any person rightfully claiming from or under her.
18. On the written request of the Lessee made at least three months before the expiration of the term hereby created and if there shall not at the time of such request be an existing breach or non-observance of any of the covenants on the part of the Lessee hereinbefore contained at the expense of the Lessee grant to her a Lease of the demised premises for a further term of six (6) years and with subject to the like covenants as and provisions as are herein contained except this present provision for renewal at and under such rent as shall be mutually agreed by the parties hereto and failing agreement within two months at such rent as shall be the open market rental value to the said premise to be determined by an independent valuer appointed by the Chairman of Law Society of Kenya and such valuer shall be deemed to be acting as an expert and not an arbitration and his decision shall be final and binding on both parties.
19. Any notice under this Agreement for lease shall be writing and any notice to the Lessee shall be sufficiently served if addressed to the Lessee and delivered to the demised premises or sent by registered post to her last known address in Kenya in the case of the Lessor if send by registered post to her last known address or served on any agent authorized by the Lessor to receive or who has in fact on her behalf collected the rent of the demised premises and any notice sent by registered post shall be deemed to have been served within two days following the day on which is posted.
20. The provisions of Section 53 and 54 of the Registered Land Act (Cap. 300) shall not apply to this Agreement of lease.
21. In this Lease where the context so admits:-
22. The expression “The lessee” and/or “The Lessor” where the Lessees and/or the Lessor is a person or persons shall include his/her/their personal representatives and assigns and where the Lessees and/or the Lessor is a Limited or an Unlimited liability Company or a co-operative Society or any other corporate body shall include its successors and assigns.
23. Words importing the masculine gender include also the feminine gender or (as the case may be) the neuter gender.
24. The Expression “Month” means the calendar month.
25. The Lessee hereby agrees to accept this Agreement for Lease subject to the agreements conditions restrictions stipulations and provisions above set forth or referred to.

**IN WITNESS WHEREOF** this Lease has been duly executed by the Parties hereto the day and year first hereinbefore written.

Sealed with the Common Seal of the Lessor:-

In the presence of :-

Name: ……………………………………… ID No……….………(sign) ………………………........

Name: ……………………………………… ID No……….………(sign) ………………………........

**CERTIFICATE**

I certify that ………………………………….. being the Director and …………………….. being the Director/Secretary appeared before me on.....................day of..................... 2015, and being known to me personally, acknowledged the above signature or mark to be his/hers’ and that he/she freely and voluntarily executed this Lease and understood its contents.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **ADVOCATE**

Sealed with the Common Seal of the Lessee:-

In the presence of :-

DIRECTORS

Name: ……………………………………… ID No……….………(sign) ………………………........

**CERTIFICATE**

I certify that ………………………………….. being the Director and …………………….. being the Director/Secretary appeared before me on.....................day of..................... 2015, and being known to me personally, acknowledged the above signature or mark to be his/hers’ and that he/she freely and voluntarily executed this Lease and understood its contents.

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **ADVOCATE**

DRAWN BY