

SHOP LEASE/TENANCY AGREEMENT

THIS LEASE/AGREEMENT made this.....between Mr. Ephantus Njenga (Joyland Empire Inv.) of P.O.Box 44728-00100, Nairobi (hereinafter referred to as 'THE LANDLORD') and Mr/Mrs/Ms PETER NYABUNGA ID/No. 23624753 of P.O.Box..... Tel: 0724901529 (Hereinafter referred to as 'THE TENANT').

WHEREAS IT IS AGREED BETWEEN the parties as follows:-

1. The Landlord agrees to THE LEASE/TENANCY and the Tenant agrees to take the shop erected on **L.R. No. KJD/KAPUTIEI-NORTH/2678, Kitengela Town.** With and the usual conveniences for a period of **2Years** commencing on the 6/05/2020 to 6/05/22.
- a. The rent payable by the Tenant shall be the sum of **Kshs. 12,200** In words twelve thousand shillings only Per month inclusive of Ksh.200/- garbage fee. The tenant shall also pay an interest free deposit equivalent to one month's rent of **Kshs. 12,000** In words twelve thousand shillings only which sum is repayable at the expiration of this Tenancy, or on expiration of the Tenancy period the said sum may be utilized to defray any outstanding conservancy and/or renovation, redecoration charges or expenses which at all material times may be repayable by the tenant within the Tenancy period. The rent payable as above shall be exclusive of water, electricity and maintenance.
- b. The tenant shall also pay water deposit of Ksh.2000/- which is repayable after the final bill is settled at the termination of this lease/tenancy agreement.
- c. The Rent shall be paid to **Joy's Land Empire Investment, A/C No. 1480279664052-Equity Bank** and shall be payable monthly (1 Month) in advance and shall be payable on or before 6th day of every month.
- d. The shop shall not be used for any illegal business.
2. The Tenant agrees with the Landlord as follows:-
 - a. To pay rent in the manner aforesaid clear of any deductions whatsoever.
 - b. At the termination of the said term of lease/tenancy to deliver up the premises together with the landlord's fixtures and fittings therein with all locks keys and fastenings complete and in such state of repair order and conditions as shall be in strict compliance with the covenants and agreements in that behalf on the part of tenancy herein contained.
 - c. Not make nor permit to be made alterations in additions to the said premises nor erect any fixtures therein nor drive any nails, screw bolts or hedges in the floors, walls or ceilings thereof

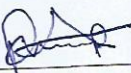
without consent in writing of the landlord first obtained (Which consent shall not be unreasonably withheld).


- d. To use the demised premises for residential purposes only and will not carry out any unlawful or unauthorized business in the said premises.
- e. To keep the demised premises/fittings and fixtures therein clean and in good condition and to hand over the property/fittings and fixtures at the termination of the tenancy in the same condition and repair as on entry, air, wear and tear accepted.
- f. To pay for the replacement or make good repair/restore (make and brand) all such fixtures and fittings as shall be broken, lost damaged or destroyed during the tenancy to replace keys (or the appropriate locks which are lost, broken or damaged).
- g. To be responsible for all damages which incurred as the result of negligence or wilful action on the part of the tenant and/or occupant to walls, ceilings, floors, windows and doors and will repair the same at his own expenses if required to do so by the landlord or his authorized agents.
- h. To be responsible for all normal running repairs and maintenance in connection with internal plumbing, fixtures, fittings, windows, locks, handles and fasteners and should ensure that they are in good order before taking occupation of the demised premise.
- i. To permit the Tenant paying the rent hereby reserved and performing observing the covenant and agreements herein contained or implied and on his part to be performed and observed peacefully and quietly to possess and enjoy the said premises during His/her stay without any interruption from or by the Landlord or any other person or persons lawfully claiming from under it.

The tenancy may be terminated by either party by giving the other party ONE (1) month notice in writing.

SIGNED BY THE OWNER (THE LANDLORD)

SIGNED BY THE TENANT



JAMHURI YA KENYA  **REPUBLIC OF KENYA**

IDENTIFICATION NUMBER 222434989 ID NUMBER 23624753

FULL NAME
Obaki Nyabunga Peter


DATE OF BIRTH
03.01.1985


SEX
MALE

DISTRICT OF BIRTH
KISUMU NORTH

PLACE OF RESIDE
KASARANI

DATE OF ISSUE
20.08.2007

HOLDER'S SIGN




DISTRICT
KISII NORTH
DIVISION
NYAMIRA
LOCATION
BOSAPARO CHACHE
SUB-LOCATION
BIGESE

N. B0236247536

PRINCIPAL REGISTRAR'S SIGN



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8501031M0706209<B0236247536<<7
OBAKI<NYABUNGA<PETER<<<<<<<<<<