

Ruth Wahu Muiga
Tel: 0726-301589
ID No: 20092017
NAIROBI

Dear Madam,

**RE: LICENCE AGREEMENT TO OCCUPY SHOP S21B
ON L.R. NO. KIAMBAA /THIMBIGUA/4103**

We hereunder draw up the principle terms of Licence under which our principal is willing to allow occupation of the above space on temporary basis.

1. **PARTIES** **Licensor**

Eddah Wanjiru Kamau
P.O. Box 70440
NAIROBI

Licensee

Ruth Wahu Muiga
Tel: 0726-301589
ID No: 20092017
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2. **PROPERTY** Premises marked as Shop S15 on L.R. No. Kiambaa/Thimbigua/4103-
Banana Hill

3. **TERMS OF LEASE** The licence shall run for a period of Five (5) years & Three (3) with
effect from **1st SEPTEMBER 2022.**

4. **INCLUSIVE**
MONTHLY FEE The inclusive fee is Kshs. 13,000/- per month

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Service charge of Kshs. 1,500/-

5. **MODE OF PAYMENT** The fee shall be payable **monthly in advance** with effect from **1st SEPTEMBER 2022**.
6. **SECURITY DEPOSIT** Rent deposit of Kshs.26 ,000/- & electricity deposit of kshs. 2500/- (**Both are Refundable**).
7. **RENT ESCALATION** The lease shall incorporate a rent escalation of 20% after every Two (2) years Six (6) months of the lease with effect from 1st September 2022.
8. **USAGE** The licensee will be allowed to use the stall for the purpose of "**LIBRARY**" and cannot change business without consent of the Landlord or the Landlord's agent.
9. **LICENSE PREPARATION** This shall be prepared by the Licensor's agents and a non-refundable agreement fee of Kshs. 3,000/= borne by the licensee.
- Any party who delay in signing the licence shall suffer specific damages of Kshs. 2,000/- (Two thousand) every month
10. **OTHER TERMS** a) The licensee will not assign, sublet or part with Possession of the demised space without consent in writing from the licensor and the licensor shall be entitled to withhold such consent in its absolute discretion without assigning any



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withhold such consent in its absolute discretion without assigning any reason.

- c) No transfer of the lease shall be affected without the lessor's consent in writing. If the lessor consents to the transfer of the lease, the lessees shall pay fees in respect of the process and any legal incidentals thereto.
- c) It is mutually agreed that any fee that falls overdue (after 6th day of every proceeding month) shall attract interest at a rate of 10% each month if it remains due and the same shall be construed as fee owing and distrainable accordingly; and all bounced cheques shall be repaid with bank charges in cash recollection fees of Kshs. 5,000/- .
- d) It is mutually agreed that it is the responsibility of the lessee to ensure his/her properties are properly secured under reputable insurers against damage by fire and or burglary.
- e) The lessee will be expected to confine his /her wares to the space let. Obstruction of the pathway by displaying goods on the corridor will amount to breach of contract resulting to termination of tenancy.
- f) The lessee shall be responsible for any damage incurred during the tenancy, by replacing lost, broken or damaged items with similar ones.
- g) If the lessee abides by all that is contained herein, then the lessor shall give the lessee a option to renew the lease for another term.
The lessee(s) should however, signify desire to renew the said lease by giving a three (3) month notice to the lessor or the authorized agents in



Masterways
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writing before expiry of the term of the present lease. Rent for the new lease shall be the prevailing market rent.

13. ACCEPTANCE

If you agree to this offer and accept the contents herein,
please sign and return the documents together with your payments.

Yours faithfully,
MASTERWAYS REAL ESTATE



ACCEPTANCE

1. Signed for the Lessor

EDDAH WANJIRU KAMAU

Date

16/2/23

2. Signed by the Lessee:

RUTH WAHU MUGA

Date

13/02/2023

(ID.20092017)