**DATED THIS 29TH  DAY OF DECEMBER 2020**

**“THE LESSOR”**

**JOHN KAMAU CHEGE**

**AND**

**“THE LESSEE”**

**NIMROD CHEGE MUNG’ARI**

**­­­­­­­­­­­­­­­­­­­**

**LEASE**

**- over -**

**PLOT NUMBER H-45, SITUATED AT RUIRU, GITAMBAYA (MASAKU)**

**DRAWN BY:**

**WOKABI KARIUKI & CO.ADVOCATES**

**AKAI PLAZA; OPPOSITE MOUNTAIN MALL**

**RUARAKA.**

**P.O BOX 1232-00232**

**NAIROBI**

**REPUBLIC OF KENYA**

**LEASE AGREEMENT**

**AN AGREEMENT** made the **29TH DAY OF DECEMBER 2020** **between JOHN KAMAU CHEGE** holder of National Identity Card Numbers **4305688** and of Post Office Box number **395-00232** Ruiru, in the Republic of Kenya (Hereinafter referred to as **‘LESSOR’** which expression shall where the contents so admits and include the Lessor’s respective legal and personal representatives and assigns) of the one part.

**AND**

**NIMROD CHEGE MUNG’ARI** holder of National Identity Card Number **23975318** of Post Office Box number **184 NGEWA** Ruiru, in the Republic of Kenya (Hereinafter referred to as the **‘LESSEE’** which expression shall where the contents so admits and include the Lessee`s legal and personal representatives and assigns) of the other part..

**WHEREAS**

1. **JOHN KAMAU CHEGE** is the registered owner of all that parcel of land known as **PLOT NUMBER H-45, SITUATED AT RUIRU, GITAMBAYA(MASAKU AREA)**
2. The lessor has agreed to lease out and the lessee is desirous to lease from the lessor, the property for the lease Price (Hereinafter defined) and upon the terms and conditions hereinafter appearing.

**THIS AGREEMENT WITNESSETH AS FOLLOWS**:

1. That the lessee will lease the said **PLOT NUMBER H-45, SITUATED AT RUIRU, GITAMBAYA (MASAKU AREA)** for a period of 5 YEARS which commences from the 1ST day of January, 2021 onwards until such a time when either party terminates it upon giving a written notice or upon the lapse of stipulated time and is renewable by consent of both parties.
2. That the agreed lease price is **Kenya Shillings Sixteen Thousand Only (Kshs.16, 000/-)** which is payable on a monthly basis and to be paid on amount of **Ninety Six Thousand (96,000**) within every **Six months (6) on or before 10th day of the Sixth month**.
3. That the lessee has paid to the lessor an amount of **Kenya Shillings Ninety Six Thousand (96,000)** upfront for the first Six months of the contract and the lessor acknowledges the receipt thereof.
4. That the parties agrees to review the lease price after 2 years upon the execution of this agreement, from **Kenya Shillings Sixteen Thousand Only (Kshs.16,000/-)** payable on a monthly basis to **Kenya Shillings 18,000= (Kshs Eighteen Thousand Only)** payable on a monthly basis and to be paid on amount of Kshs 108,000= ( Kshs One Hundred Eight Thousand Only**)** within every **Six months (6).The parties will thereafter mutually agree on monthly rent chargeable after the 3rd year.**
5. That the lessee shall not undertake to do anything on the leased parcel of land, which will be injurious and or will interfere with the landscape.
6. That both parties shall bear the legal costs of this agreement.
7. That the lessee will keep the premises in good tenable condition and will allow the lessor from time to time entry for inspection purposes provided it is done at the convenient time.
8. In case of breach by either party of the terms of the lease agreement the aggrieved party may give notice in writing to the other party stating the nature of breach and afford the party time to remedy the breach. If there is no remedy after the stipulated time the aggrieved party may on notice terminate the lease.

**IN WITNESS WHEREOF** the parties have laid down their hands the date hereinabove written.

**SIGNED BY THE LESSOR**

**JOHN KAMAU CHEGE** ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSOR’S WITNESS**

**ARPHAXAD CHEGE KAMAU** ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID NO.**10974994 PHONE No. 0723238229**

In the presence of:

**SIGNED BY THE LESSEE**

**NIMROD CHEGE MUNG’ARI** ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSEE’S WITNESS**

**HANNAH WAMBUI MWANGI**  ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ID NO.**24288709 PHONE No. 0720294398**

In the presence of:

**DRAWN BY:**

**WOKABI KARIUKI & CO.ADVOCATES**

**AKAI PLAZA; OPPOSITE MOUNTAIN MALL**

**RUARAKA.**

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**NAIROBI**