

TENANCY AGREEMENT

YOUNG MUSLIM ASSOCIATION

TO

BEJOY GENERAL ENTERPRISES LIMITED

LANDLORD: YOUNG MUSLIM ASSOCIATION

PROPERTY: Y.M.A APARTMENT 20

L.R No.: 2/275, KIRICHWA ROAD, OFF NGONG ROAD

TENANT: BEJOY GENERAL ENTERPRISES LIMITED

ADDRESS: P.O. BOX, NAIROBI 8974 - 00200

TEL: 0722621518/0715788128

RENT: KSH 60,000 PM

THIS TENANCY AGREEMENT is made this 1st August 2020 between **YOUNG MUSLIM ASSOCIATION** P 0 Box 2183-00100 Nairobi, Kenya, (hereinafter called "the Lessor" which expression shall where the context so admits include (his/her/their) personal representatives and assignees) of the one part and **BEJOY GENERAL ENTERPRISES LIMITED** P.O. Box, 8974 – 00200 Nairobi, Kenya (hereinafter called "the Lessee" which expression includes where the Lessee is a limited liability company or other body corporate, its successors and assignees and where there are two or more persons means all those jointly and severally and includes their personal representatives and assignees where the context so admits) of the other part.

IT IS HEREBY AGREED BETWEEN THE LESSOR AND THE LESSEE AS FOLLOWS: -

1. The Lessor shall grant and the Lessee shall accept a Lease of ALL that 3 bedroom apartment situated on Land Reference Number L.R. 2/275 Kirichwa road, off Ngong road, Nairobi Kenya (hereinafter called "the said Premises), for a Term of one (1) year from the 1st of August 2020 at a rent of Kshs.60,000/-p.m., inclusive of service charge per month, which sums are payable monthly in advance on/before the 5th day of the first month.

The first such payment to be made on or before the 1/8/2020 subject to covenants, agreements, conditions and stipulations contained hereinafter.

2. The Lessee covenants with the Lessor as follows:-

- (a) To pay the rent K.Shs60,000/- per month inclusive of service charge as aforesaid without Any deductions whatsoever to Young Muslim Association.
- (b) To pay a deposit equivalent to two (1) month' rent and service charge to the Lessor Which deposit shall be refundable, without interest, at the end of the term hereby created. The deposit shall act as security for the due performance of the Lease and the Lessor shall be entitled to apply for the same remedy any default of the Lessee hereunder.
- (c) To pay all electricity, water & conservancy charges in respect of the Premises throughout The Term hereby created or to the date of its earlier determination as hereinafter provided.
- (d) It is an offence for the Lessee to tamper with any of the power and water meters, in the Event of which the Lessee is liable for prosecution by the authorities if found to be tampering with the said meters
- (e) To keep the interior of the Premises including all doors, windows, locks fasteners, keys, water taps and all internal sanitary apparatus, electric light fittings, bells and fixtures (hereinafter called Lessors, Fixtures and Fittings) therein in good and tenantable repair and proper working order and condition (fair wear and tear excepted) and to make good any damage caused by willful neglect of default of the Lessee, their servants or licensees to any portion of the said Premises which the Lessor is bound to maintain under the covenants and conditions hereinafter contained

- (1) To maintain cleanliness that has been done in the compound by the management Company, by keeping all the common corridors, staircases and surrounding areas, parking lots driveways gardens common drainage and plumbing in good and clean condition.
- (g) Not to make alterations in or additions to the said Premises without the Lessor's prior consent in writing (that shall not be unreasonably withheld) and not to drive any nails, screws or other like items into the walls, floors or ceilings of the said Premises and to reinstate the premises previously so treated in order to put them into the same condition as they were at the commencement of the Term herein created.
- (h) The Lessees at their own cost may install security measures in the said Premises as the Lessee may deem appropriate or which may be necessary.
- (i) Not without the Lessor's prior consent in writing to alter or interfere with the plumbing or electricity installations other than to keep in repair and to replace as and when necessary all switches, fuses and elements forming part of the electrical installations.
- (j) Immediately before the determination of the said Term (however such determination may arise) to paint the internal wood and iron work and other internal parts of the said Premises usually painted with two coats of good quality paint on all the internal walls of the said Premises, and to sand, varnish and polish all floors, previously so treated in order to put them into the same condition as they were at the commencement of the Term herein created.
- (k) To replace and be responsible for the cost of any keys that are damaged or lost during the term and their appropriate interior and exterior doors and locks.
- (l) To permit the Lessor or their agents to enter and view the condition of the said Premises and upon seven day notice given by them forthwith to repair in accordance with such notice and in the event of the Lessee not carrying out such repairs with fourteen days of the said notice the cost shall be a debt due from the Lessee to the Lessor and shall be forthwith recoverable by action as rent.
- (m) To use the said Premises as a private dwelling for one family only.
- (n) Not to permit any sale by auction to be held upon the said Premises.
- (o) Not to suffer any part of the said Premises to be used for any illegal purpose.
- (p) Not to assign, underlet or part with possession of any part of the said Premises.

- (q) During the last two (2) months of the Term to permit the Lessor to affix upon the said Premises a notice for sale or re-letting and to permit persons with the authority from the Lessor or their agents at reasonable times to view the said Premises by appointment.
- (r) To yield up the said Premises at the expiration or sooner determination of the Lease in good and tenantable repair and condition (reasonable wear and tear excepted).
- (s) To use only electric or gas cookers and not to use firewood, paraffin or other fuel 'the Said Premises.
- (t) Not to do or permit or suffer to be done anything whereby any insurance of the said Premises against loss or damage by fire may become void or voidable or whereby the rates of the premium for any such insurance may be increased and to repay to the Lessor all sums paid by way of increased premium and all expenses incurred by them in or about the renewal of any such policy rendered necessary by a breach of this covenant and all such payments shall be added to the rent hereinbefore reserved and be recoverable as rent.
- (u) In the event of the premises or any part thereof being damaged or destroyed by fire at any time during the tenancy hereby created and the insurance money under any insurance policy against fire affected therein by the Lessor being wholly or partly irrecoverable by reason solely or in part of any act of default of the Lessee then and in every such case the Lessee will forthwith in addition to the said rent pay to the Lessor the whole or (as the case may require) a fair proportion of the cost of completely rebuilding and reinstating the same. Any dispute as to the proportion to be contributed by the Lessee or otherwise in respect of this clause shall be determined by arbitration in accordance with the Arbitration Act or any statutory modifications or reenactment thereof for the time being in force.
- (v) Not to keep dogs or other pets in the said Premises without a written consent from the Lessor.
- (w) To remove at own expense any nest of bees that may infest the property during this tenancy and to take every reasonable precaution to ensure that white ants or other destructive insects do not gain access to the said Premises and to notify the Lessor forthwith in the event of any infestations appearing.
- (x) Not to do or omit to do any act, deed or thing that would constitute a breach of the Lessor's Lease of the Premises of the Head Lease pertaining to the said premises.
- (y) To abide by the rules and regulations as set out by the committees made up of landlords and/ or tenants/ managing agents managing the same

3. The Lessor covenants with the Lessee as follows:-

- a. To permit the Lessee to peaceably hold and enjoy the said Premises during the said Term without any interruption by the Lessor or any person or agent rightfully claiming under or in trust for them so long as the Lessee pays the rent hereby reserved and performs and observes the several covenants on their part and the conditions hereinbefore contained.
 - b. To keep the walls, roof and structure of the premises in a good and tenantable state of repair and maintenance.
 - c. To provide applicable service charge expenses for common costs (such as guards, external Lighting, lifts, generator maintenance). Any increment in this cost of services provided will be borne by the tenants.
4. It shall be lawful for the Lessor to serve upon the Lessee a notice in writing specifying non-repayment of rent or breach as aforesaid and requiring the Lessee forthwith to remedy the same and if the Lessee shall not within fourteen (14) days comply with such notice the Lessor may at any time thereafter re-enter upon the said Premises and thereupon this Tenancy Agreement shall absolutely determine the right of action of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee herein contained.

5. Additional Charges

- a. All outstanding balances (including uncleared funds, collection charges,) at the month end shall be automatically charged interest at a rate of Two Percent (2%) per month. This interest shall become part of rent due.
 - b. Rent not paid by the 5th day of the month in which it is due shall attract an additional collection fee of Ksh. 5000/- per month. This will be automatically charged on the 15th day of the month and will become part of rent due.
 - c. All dishonored cheques shall be repaid with recollection charges of Kshs.2,000 per Dishonored cheque.
6. The Lessor shall not be liable for any damage caused by or resulting from or arising out of the default of the Lessee, their servants, agents or licenses with reference to the maintenance or use of any pipes or sanitary water or electrical apparatus or like installation or equipment on the said Premises.

8. Either party to this Agreement shall be entitled to terminate this tenancy agreement on or at any Time upon giving the other party two (2) months' notice in writing of his intention to do so and shall until the time of such determination perform and observe all the covenants and agreements herewith contained.
9. Subject to the satisfactory performance of this present lease, the Lessee shall have the option to renew this Lease Agreement on Terms to be negotiated and agreed upon by both parties hereto provided a written application is made by the Lessee at least one (1) months prior to the expiry of the Term hereby created.
10. Any difference or dispute concerning or arising out of this Agreement shall be determined by Arbitration in accordance with the provisions of the Arbitration Act or any statutory or other modifications or re-enactment thereof for the time being in force.
11. Any notice given hereunder shall be deemed to be served four (4) days after the date of posting the same.
12. This Lease Agreement shall be governed by and construed in accordance with the Laws of Kenya.

IN WITNESS WHEREOF this Agreement was duly executed by the parties hereto to the day and year first above written.

SIGNED BY the said Lessor




In the presence of WITNESS

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SIGNED BY the said Lessee rep.

SEALED with the COMMON



SEAL of the Company

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In the presence of

) WITNESS: