

REPUBLIC OF KENYA

THE REGISTERED LAND ACT

(CAP 300)

CERTIFICATE OF OFFICIAL SEARCH

TITLE NO.: NGONG/NGONG/57054 SEARCH NO. 107/8/14On the 5TH day of AUGUST 2014 the following
were the subsisting entries on the register of the above-mentioned title:

PART A - Property Section (Easements, etc)

Nature of Title: ABSOLUTEApproximate area: ZERO DECIMAL TWO SEVEN
HECTARE (0.27HA)

PART B - Proprietorship Section

Name and Address of the Proprietor:-

1. 4.7.2012 JOHN KARANJA MUHIA
2. 9.7.2012 TITLE DEED ISSUED.

Inhibitions, Cautions and Restrictions: -

NIL

PART C - Encumbrances section (Leases, Charges, etc)


NIL

The following applications are pending:

NIL

The certified copies requested are attached.

The minimum fee KSh. 500 (Five hundred only)

Dated this 5TH day of AUGUST, 2014
Land Registrar

To: The Land Registrar,

District Land Registry,

P. O Box;

KSh. attached hereto.

Signature of the applicant or his advocate

TO BE SUBMITTED IN DUPLICATE

AGREEMENT TO LEASE

Dated this 5TH day of August 2014.

Between

Peter Gachuhi Wachira
As

("Lessee")

And

George Nganga Muhia

As

("Lessor")

In relation to a portion comprising of a quarter (1/4) acre situated on L.R. NO.
NGONG/NGONG/57054

Drawn by:

J.W. Nduta & Co.

Advocates,

Joe's Business Mall, Ground Floor,

Magadi Road, Kiserian

P.O. BOX 61407-00200,

Nairobi.

AGREEMENT TO LEASE

THIS AGREEMENT executed on this 5th August 2014, sets forth the terms as a binding agreement between Peter Gachuhi Wachira holder of National Identity Card Number 11188663 (hereinafter referred to as the "lessee" which expression shall where the context admits include the Lessee's successors in title and assigns) and George Nganga Muhia Holder of National Identity Card Number 4554475 ((hereinafter referred to as the "lessor" which expression shall where the context admits include the Lessor's successors in title and assigns).

THE FOLLOWING TERMS ARE SET FORTH:

1. The purpose of this contract permits the lessee exclusive use of a Quarter acre within parcel of land known as **NGONG/NGONG/57054** owned by lessor for the purpose of setting up temporary residential houses for renting.
2. The lease period is Five (5) years renewable.
3. The land will be leased at the rate of **Kenya Shillings Twenty Thousand (Kshs.20,000/=)** per month for the first year and thereafter **Twenty Five Thousand (Kshs.25,000/=)** per month for the following years. The said rate is payable in five (5) months installments.
4. The initial payment of **Kenya Shillings One Hundred Thousand (Kshs.100,000/=)** shall be paid upon execution of this Agreement, being the rent for the first five (5) months starting September, 2014.
5. The contract period shall commence on September 1, 2014 and End on 1st September, 2019, when contract will be renegotiated.
6. Any improvements to the land shall be at the expense of the lessee, but that a fair market price is negotiated between the landowner and the lessee at the end of the lease period. Prior negotiations will take place before any improvements to the land are implemented between the landowner and the lessee.
7. The lessee will assume the responsibility for the costs regarding electricity and water connection which expense incurred shall be deduct from the payable rent at the rate of **Kenya Shillings Five Thousand (Kshs.5,000/=)** per month in the last year of the Lease.
8. The landowner reserves the right to trespass on the unit so long as there is no disturbance to the quite possession of the lessee.
9. The lessee cannot sub-lease the land without any notice to the lessor.

JANEFFER NDUTA
ADVOCATE
P. O. Box 50990 - 00200
NAIROBI

10. No variation of, or addition or agreed cancellation to this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

11. Either party shall be entitled to terminate this Agreement before the initial lease period. In the event of the Lessor and Lessee agreeing on early termination, it must be in writing and signed by both parties after either party issuing five (5) months NOTICE OF INTENTION TO TERMINATE, at the termination interest rate of twenty (20) per cent of the payable rent of five (5) months.

The above terms have been reviewed and are in mutual agreement between both the lessee and the lessor on this date 5th day of August, 2014.

Lessor: _____
George Nganga Muhia
Id No. 4554475

Lessor's Witnesses:
Samuel Karanja Mungai
Id No. 7178028

Lessee: _____
Peter Gachuhi Wachira
Id No. 11188663

Lessee Witness: _____
Peter Mutura Ngugi
ID NO. 7181808

In the presence of :-

JANEFFER NDUTA
ADVOCATE
ADVOCATE 50990 00200
NAIROBI

Drawn by:
J.W. Nduta & Co. Advocates,
Joes' Shopping Mall, Ground Floor,
Magadi Road, Kiserian
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Nairobi.