

Lease by Owner in Fee Simple

Freehold } Register
 } Vol. _____ Folio. _____
Mailo

Lease by Owner in Fee Simple of all or Part of His or Her Land

I, _____ (*insert name and addition*), (*hereafter called the Lessor*) being registered as the proprietor of an estate in fee simple in the land (*or mailo land*) comprised in Freehold/Mailo Register Vol. _____ Fol. _____ hereby lease to _____ (*insert name and addition*) _____ (*hereafter called the lessee*) all that piece of land being the land/part of the land comprised in that folio (*if the land leased is part only of the land comprised in the certificate of title, set out the description and refer to a plan*) to hold to the lessee for the term of _____ years from the _____ day of _____, 20____, at the clear yearly rent of Shs. _____ payable _____ (*here insert terms of payment*) subject to the covenants and powers implied under the Registration of Titles Act, (*unless hereby negatived or modified*) and also to the covenants and conditions hereafter contained (*here set out any special covenants and conditions*).

The following covenants by the lessee are to be construed according to section 104 of the Registration of Titles Act: -

- The lessee will not transfer or sublet.
- The lessee will cultivate.
- The lessee will not cut timber.
- The lessee will paint outside every _____ year.
- The lessee will paint inside every _____ year.
- The lessee will not use the premises as a shop.
- The lessee will not carry on any offensive trade.

Dated this _____ day of _____, 20_____.

Signed by the lessor, _____,
in he presence of _____.

Signed by the lessee, _____,
in he presence of _____.

Covenants in leases

Column one		Column two
1.	The lessee will not transfer or sublet.	The lessee, his or her executors, administrators or transferees will not during the term transfer, assign or sublet the premises leased or any part of the premises or otherwise by any act or deed procure the premises or any part of the premises to be transferred, assigned or sublet without the consent in writing of the lessor or his or her transferees first had and obtained.
2.	The lessee will cultivate.	The lessee, his or her executors, administrators or transferees will at all times during the term cultivate, use and manage in a proper and husbandlike manner all such parts of the land as are now or shall hereafter with the consent in writing of the lessor or his or her transferees be broken up or converted into tillage, and will not impoverish or waste the land.
3.	The lessee will not cut timber.	The lessee, his or her executors, administrators or transferees will not cut down, fell, injure or destroy any growing or living timber or timber-like tress standing and being upon the land without the consent in writing of the lessor or his or her transferees.
4.	The lessee will paint outside every ____ year.	The lessee, his or her executors, administrators or transferees will in every ____ year during the continuance of the term paint the outside woodwork and ironwork belonging to the leased property now or usually painted with two coats of proper oil colours in a workmanlike manner and also whiten or colour such outside parts of the premises as are now whitened or coloured respectively.
5.	The lessee will paint inside every _____ year.	The lessee, his or her executors, administrators or transferees will in every ____ year during the continuance of the term paint the inside wood, iron and other work now or usually painted with two coats of proper oil colours in a workmanlike manner, and also whiten or colour such inside parts of the premises as are now whitened or coloured respectively.

6.	The lessee will not use the premises as a shop.	The lessee, his or her executors, administrators or transferees will not convert, use or occupy the premises or any part of the premises into or as a shop, warehouse or other place for carrying on any trade or business, or permit or suffer the premises or any part of the premises to be used for any such purpose or otherwise than as a private dwelling house without the consent in writing of the lessor or his or her transferees.
7.	The lessee will not carry on any offensive trade.	The lessee, his or her executors, administrators or transferees will not at any time during the term use, exercise or carry on or permit or suffer to be used, exercised or carried on, in or upon the premises or any part of the premises any noxious, noisome or offensive art, trade, business, occupation or calling, and no act, matter or thing shall at any time during the term be done in or upon the premises or any part of the premises which shall or may be or grow to the annoyance, nuisance, grievance, damage or disturbance of the occupiers or owners of the adjoining lands and properties.