

MPILO YILO  
ZAM/045/0010/19

08/12/90

LEASE AGREEMENT

*BETWEEN*

LUGU KAMUZHU  
.....  
(LANDLORD)

*AND*

THE AFRICAN NATIONAL CONGRESS



THIS LEASE AGREEMENT made the 8<sup>th</sup> day of DEC. One thousand nine Hundred and 90 by and between LUNGU KAMUZHU & MPILO YILO of PLOT 15 ROMA TOWNSHIP LUSAKA in the Republic of Zambia (hereinafter referred to as "The Landlord", which expression shall where the context permits, include the person/s deriving title from him/her, on the one part.

and

the African National Congress of P.O. Box 31791, Lusaka in the Republic of Zambia (hereinafter referred to as "The Tenant"), on the other part.

WITNESSETH AS FOLLOWS:

1. In consideration of the rent hereinafter reserved and the covenants on the part of the Tenant. The Landlord hereby demises unto the Tenant ALL THAT HOUSE together with the outbuilding, yard and appurtenances thereof, situate in and being Stand No. PLOT 15 ROMA TOWNSHIP LUSAKA, ZAMBIA.

TO HOLD the same unto the Tenant from the 9<sup>th</sup> day of DECEMBER One Thousand Nine Hundred and 90 (NINETY) for the period of Two year/s, PAYING THEREFORE for the said term the monthly rental of FIVE THOUSAND Kwacha (K.5,000-00), PAYABLE one year in advance.

2. THE TENANT HEREBY COVENANTS AS FOLLOWS WITH THE LANDLORD:

- a) To pay the rent in the manner aforesaid.
- b) To keep the HOUSE in good state of repair including windows and glass, internal or external shutters and surroundings within the term. All internal minor repairs will be the Tenant's responsibility.



- c) Not to assign, underlet or part with possession of the premises or any part thereof without the consent of the Landlord, which may not be unreasonably withheld.
- d) To permit the Landlord or his duly authorised agent at all reasonable times of the day, to enter upon the said premises for the purpose of inspecting the condition thereof, provided written notice shall have been given to the Tenant prior to such inspection.
- e) To pay the telephone calls made by him, his visitors or members of his household during the period of tenancy.
- f) To pay water and electricity consumed on the premises during the duration of this tenancy period.
- g) To be held responsible for damage caused on the same premises through the negligence or deliberate acts of the Tenant, his visitors or next of kin.
- h) Not to use the said premises for any other purpose other than those for which they were rented out to the Tenant.
- i) Not to do or cause or permit or suffer to be done upon the demised premises anything that may be or become a nuisance or annoyance or cause damage to the Landlord or the occupiers of neighbouring premises.
- j) Not to do or suffer or permit to be done anything where-by the policy or policies of insurance on the said premises against damage by fire may become void or voidable or whereby the rate of premium thereon may be increased and to repay the Landlord all sums by way of increased premium and expenses incurred by the Landlord in or about the renewal of such policies rendered necessary by a breach of this stipulation and all payments shall be added to the rent hereby reserved and shall be recoverable as rent.
- k) Not to make any structural alteration or additions to the demised premises without the prior consent of the Landlord.



- 1) Upon termination of this lease agreement to yield the demised premises unto the Landlord in either an improved condition or the condition in which the premises were when the Landlord delivered them unto the Tenant, excepting where he shall not be legally responsible for the change deterioration in the condition thereof.

3. THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:

- a) The Tenant paying the rent reserved observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the demised premises until due notice of termination shall be given without any interruption by the Landlord or any person claiming under or in trust for the Landlord.
- b) To insure and keep insured the demised premises against fire in the full insurable value thereof and to pay punctually all premiums thereunder.
- c) To pay all municipality rates and any imposition in respect of the demised
- d) To keep in tenantable repair the exterior of demised property due to normal wear and tear.

4. PROVIDED ALWAYS AND IT IS AGREED AS FOLLOWS:

- a) If the rent hereby reserved or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) or if any covenant or obligation of the Tenant shall not be performed or observed, it shall be lawful for the Landlord to reenter the demised premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine, but without prejudice to the right of action of the Landlord in respect of any breach or non-performance of the Tenant's covenants herein contained.



- b) Any notice under this lease agreement shall be in writing and any notice required to be served hereunder shall be delivered to either party personally or shall be by registered letter.
- c) That either party to this lease agreement shall give the other ninety (90) calendar days notice of intention to renew or terminate this lease agreement.
- d) The rent hereby reserved shall not be increased by the Landlord save by mutual consent of both parties as long as this lease agreement is in force.

IN WITNESS WHEREOF the parties or their duly authorised agents have hereunto set their respective hands the day, month and year first before written.


SIGNED by the said Landlord/duly authorised agent(s)

11th FEBRUARY, 1991  LUNGU KAMUZHU.

in the presence of:

11/02/91 PATRICIA LUNGU.

SIGNED by the said Tenant/duly authorised agent(s)

11TH FEBRUARY 1991 

in the presence of:

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