

29M/045/0009/18

01/12/89

KHAYA MUMBAVENI

LEASE AGREEMENT

BETWEEN

Miss MARGARET CHINLOBELE
(LANDLORD)

AND

THE AFRICAN NATIONAL CONGRESS
(TENANT)

THIS LEASE AGREEMENT made the...^{1ST}.....day of...DECEMBER....One
Thousand Nine Hundred and...89....by and between...MARGARET CHINKOBELE
PLOT NO 59 EMMA SDALE.....of...BOX
.....LUSAKA.....in the Republic of Zambia
(hereinafter called "The Landlord"), which expression shall where the
context so admits, include the persons deriving title under him, of the
one part, and the AFRICAN NATIONAL CONGRESS of P.O. Box 31791, Lusaka, in
the Republic of Zambia (hereinafter called "The Tenant") of 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 outbuildings, yard and appertenances
thereof, situate in, and being Stand Number...59 VUBU ROAD
EMMA SDALE LUSAKA.....

TO HOLD the same unto the Tenant from the...^{1ST}.....day of...DECEMBER
One Thousand Nine Hundred and...89.....for the period of...2....
year(s), PAYING THEREFORE, during the said term the monthly rental of

SIX THOUSAND KWACHA Kwacha (K 6,000)

PAYABLE one year in advance.

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

- a) To pay the rent in the manner aforesaid.
- b) To keep the inside of the said premises, locks, latches and fasteners in good repair, wear and tear excepting.
- c) Not to assign, underlet or part with possession of the premises or any part thereof without consent from 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 for telephone calls made by him, his visitors or next of kin during the period of tenancy.
- f) To pay for water and electricity consumed on the premises during the duration of this tenancy agreement.
- g) To be held responsible for damage caused on the said 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 save for the purpose for which the premises 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 whereby the 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 premiums and expenses incurred by the Landlord in or about the renewal of such policies rendered necessary by a breach of this stipulation and all such payments shall be added to the rent hereby reserved and shall be recoverable as rent.
- k) Not to make any structural alterations or additions to the demised premises without prior consent of the Landlord.
- l) Upon determination 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 have not been legally responsible for the change or deterioration in the condition thereof.

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

- a) The Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on its part contained shall peaceably hold and enjoy the demised premises until due notice to determine 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~~ **municipal** rates and any imposition in respect of the demised
- d) To keep the demised premises in good repair and tenable condition during tenancy.

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 re-enter 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 day's notice of intention to renew or not to renew 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 agents)

.....)
in the presence of:)

SIGNED by the said Tenant/duly authorised agent)

Kaiser Newame)
.....)
in the presence of:)
P.O. Box 31791 Lusaka)
.....)



K. MUMAWENI

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AND

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..... *ABEE*)

in the presence of:)

SIGNED by the said Tenant/duly authorised agent)

..... *Kaiser Ngwanib*)

in the presence of:)

..... *P.O. Box 31781 Lusaka*)

