

Zamm/OHS/0010 /11

31/05/90

LEASE AGREEMENT

BETWEEN

---

(LANDLORD)

AND

THE AFRICAN NATIONAL CONGRESS  
(TENANT)



THIS LEASE AGREEMENT made the... <sup>31<sup>st</sup></sup> ..... <sup>May</sup> ..... One  
Thousand Nine Hundred and... <sup>ninety</sup> ..... between... <sup>ANNE</sup> .....  
... <sup>MURDITA MURFALO</sup> ..... of... <sup>Box 32607</sup> .....  
... <sup>Lusaka (Lima Bank Ltd)</sup> ..... 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 there of, situate in,  
and being Stand Number... <sup>24/8137 Helen Kaunda</sup> .....  
TO HOLD the same unto the Tenant from the... <sup>1<sup>st</sup></sup> ..... day of... <sup>June</sup> .....  
One Thousand Nine Hundred and... <sup>ninety</sup> ..... for the period of... <sup>One (1)</sup> .....  
years, PAYING THEREFORE, during the said term the monthly  
rental of ... <sup>nine thousand</sup> ..... Kwacha (K 9,000 = 00).  
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 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 the Landlord delivered them unto the Tenant, excepting where he shall have not been legally responsible for the charge 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 premises 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.

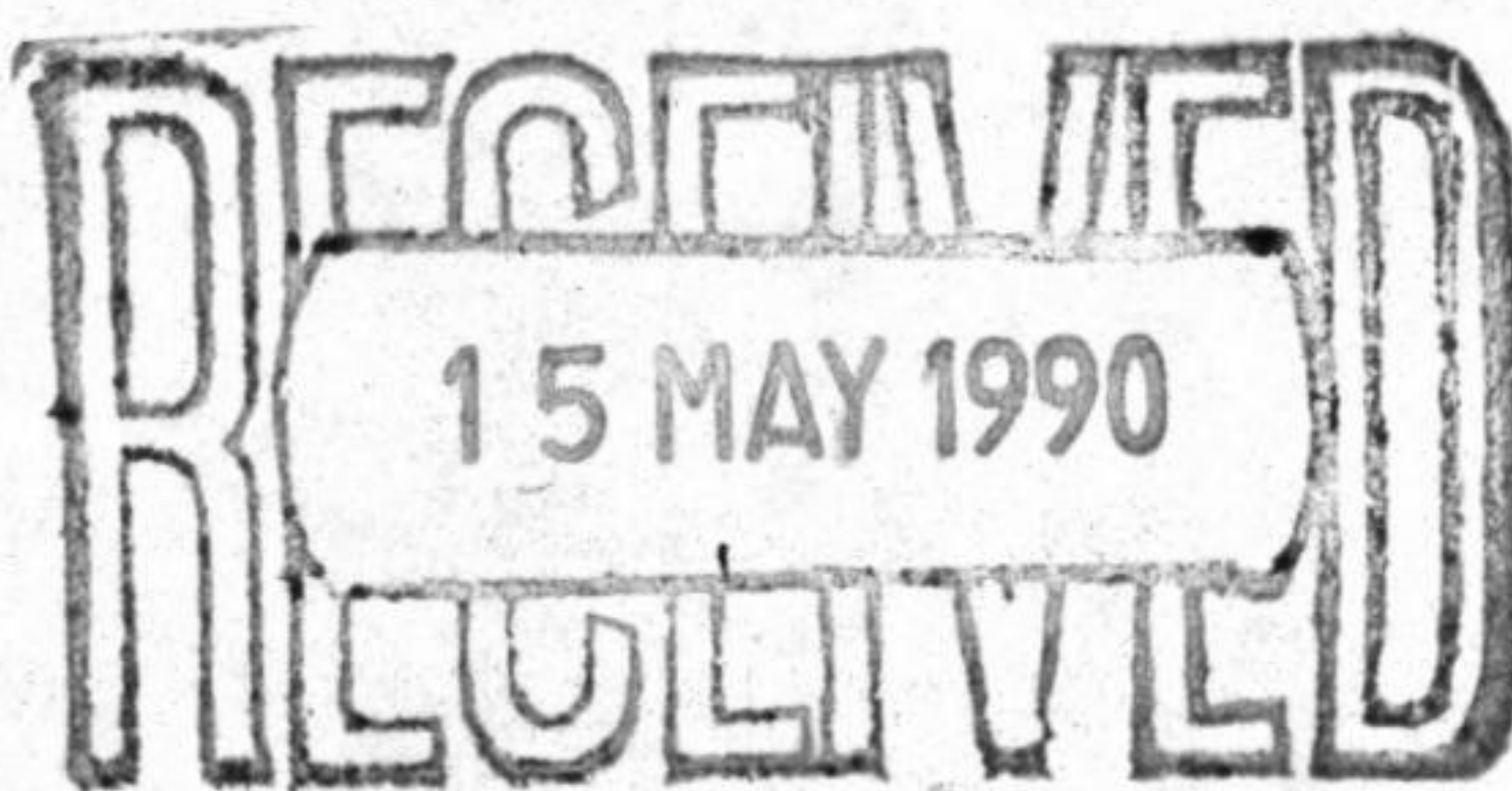
~~IN WITNESS WHEREOF the parties~~ or their duly authorised agents have hereunto set their respective hands the day, month and year first before written.

SIGNED by the said Landlord/duly authorised agents )  
..... *AMM Uyalo* ..... )  
in the presence of: )

..... )  
SIGNED by the said Tenant/duly authorised agent )  
..... )  
in the presence of: )  
..... )



Lima Bank Ltd  
Box 32607  
LUSAKA



4th May 1990

The Secretary  
A N C  
Lilanda Office  
LUSAKA

RE: PLOT NUMBER 24 OF STAND 8137, HELEN KAUNDA, LUSAKA

I would however, like to remind you that we will be coming to the end of our two year contract on the said property between you and me that is last day being 31st May 1990.

I would however, like to caution you that the rental re-payments for the same have been raised to K10,000.00 (Ten Thousand) per month or <sup>US</sup>\$300 per month one year in advance.

This is due to the fact that I would like to finish the already started works on the premises taking into consideration the current market costs of the building materials.

Yours faithfully,

A M MUFALO (MISS)

*Paid at K9000.00 per month -  
from June to June 1991*



LEASEHOLD CONTRACT BETWEEN THE AFRICAN NATIONAL  
CONGRESS OF SOUTH AFRICA AND THE LANDLORD.

1. THIS CONTRACT WILL BE VALID FOR A PERIOD OF TWO YEARS  
24 MONTHS AND THAT DURING THE VALIDITY OF THIS CONTRACT  
THE RENT SHALL REMAIN AS AGREED AND SHALL NOT BE INCREASED.
2. IT WILL LEGALLY BIND THE TWO PARTIES CONCERNED BEING:
  - a) THE AFRICAN NATIONAL CONGRESS (TENANT)
  - b) THE LANDLORD MR/MS/MRS ..... *Anne Mundia Mufalo*  
..... *Box 80077*  
..... *Lusaka*
3. IT WILL BE EFFECTIVE FROM THIS DAY OF ..... *1 June 1988*  
..... TO THIS DAY OF .....
4. UNDER THE AGREEMENT THE TENANT WILL OCCUPY AND RENT THE  
RESIDENTIAL PROPERTY SITUATED AT PLOT NO. *24/8137*  
..... *HELEN KAYANDA, House No 192* .....
5. THE MONTHLY RENT BEING K ..... *1,500 = 00* SHALL BE PAID  
IN ADVANCE ..... *Five Months* .....
6. DURING THE CONTRACT PERIOD THE TENANT ANC (SA) WILL  
PAY FOR THE FOLLOWING (DELETE WHERE NOT APPLICABLE):
  - a) TELEPHONE BILLS
  - b) ELECTRICITY BILLS
  - c) WATER BILLS
7. THE LANDLORD WILL ASSUME TOTAL RESPONSIBILITY FOR  
THE MAINTENANCE AND RENOVATIONS OF THE ABOVE-  
MENTIONED PROPERTY
8. THE TENANT WILL UNDERTAKE TO REPAIR ALL DAMAGES CAUSED  
BY HIM OR HER DURING THE PERIOD OF THE CONTRACT
9. AGREEMENT SIGNED ON ..... *3/5/88* ..... (DATE)  
SIGNED BY ..... *A.M. Mufalo* ..... (LANDLORD)  
..... *R. Nkomo R. Nkomo* ..... (TENANT) ON  
BEHALF OF THE AFRICAN NATIONAL CONGRESS (SA).



NUMBER 495.

(Name of the Council)

subject to the provisions of the Housing (Statutory and Improvement Areas) Act, 1974, and the regulations made thereunder, and to such special conditions and encumbrances as are notified by memorandum written or endorsed hereon of ALL THAT piece or parcel of land numbered 24 of 8137 on the plan a photostat copy whereof is annexed to a grant dated the Twenty-seventh day of February one thousand nine hundred and Seventy-nine registered in the Registry of Deeds in Lusaka as No. 48450.

F.A. DIN

**Council Registrar**

## MEMORANDUM OF SPECIAL CONDITIONS AND ENCUMBRANCES

[illegible]