

TENANCY AGREEMENT ON

STAND NO. 107 Ngwezi Road, Roma Township, LUSAKA (The Cottage)

This tenancy agreement made on the _____ day of _____ in the year _____ between MWAKA V W. MONZI of 99/6/12/609 Chidleigh of the City and Province of Lusaka hereafter called the LANDLORD) of the one part

AND

PRINT NAME IN CAPITALS: SIMON M+WAZON identified by NRC No. or Passport No: 998925/11/2 of

(PRINT RELIABLE ADDRESS OF CONTACT IN FULL INCL. TEL. NUMBER)

0967-88562

WITNESSETH and it is hereby declared as follows:

1. In the tenancy, the expression, "the premises" shall mean "The Cottage" at 107 Ngwezi Road, Roma Township situated in the City and Province of Lusaka in the Republic of Zambia

2. The Landlord agrees to tenancy and the Tenant agrees to have on tenancy the above mentioned premises.

3. In consideration of the rent and covenants of the Tenants and conditions therein after reserved and contained the Landlord hereby demises unto the Tenant the above mentioned premises for a renewal period of ONE (01) year from the 1 day of APRIL 2018 (Zambian Kwacha Three Thousand Five Hundred only) payable two (02) months in advance and within five (05) days from due date. The rent reserved shall be reviewed on the expiration and renewal of the term hereby created.

4. THE TENANT for themselves and their successors in title and to the intent that these obligations may continue throughout the said term hereby covenants with the Landlord as follows:

a. To promptly pay the rent reserved at the time and in the manner aforesaid. Furthermore, to pay a surcharge of 1% per day on the total amount outstanding after five (05) days from due date.

b. To pay security deposit of K ZMW 3,500.00 (Zambian Kwacha Three Thousand, Five Hundred only), refundable at expiry of tenancy and after inspection of premises and satisfaction of both parties that there is absence of structural damage directly responsive to the tenant.

c. To keep the interior of the said premises including window glass, sanitary apparatus, pipe drains, key fastening, taps, locks, doors and other fixtures and fittings as fitted by the Landlord in good and tenantable repairs; to maintain the grounds and lawns in reasonable state generally to keep the interior of the demised premises and all fixtures therein in good and tenantable repair including damage arising from natural causes or tempest or other inevitable accident or defects or reasonable and proper use (excluding structural fittings) one (01) Months from commencement of tenancy term.

d. Not without consent in writing of the landlord or its Agents, to erect or suffer to be erected any buildings on the demised premises and without the like consent to make any structural alterations or additions to the demised premises or part thereof.

e. To permit the Landlord or its Agents at all reasonable times to enter and examine the condition of the demised premises with or without workmen and thereupon the Landlord or its Agents may serve upon the Tenant notice specifying any repairs necessary to be done and if the latter shall not, within fourteen (14) days after being served with the notice, proceed diligently with the execution of such repairs, the Landlord or its Agents shall execute such repairs and recover by action the full costs thereof as a debt due from the tenant to the Landlord.

f. Not to do, cause, or permit to be done on the premises or any part thereof anything whereby the policy of insurance of demised premises may be rendered void or voidable or whereby the rate premiums thereon may be increased and to pay the Landlord all sums paid by way of increased premiums and/or expenses incurred by the Landlord in or about any renewal of such policy rendered necessary by a breach of this stipulation and such payment shall be a debt from the Tenant to the Landlord and forthwith recoverable by action.

g. Not to use, cause or permit the use of the demised premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage to the Landlord's standing in society or in any way interfere with the comfort or quiet enjoyment of the

occupants of adjoining or neighboring premises. PROVIDED THAT the use of the demised premises in a reasonable and proper manner and in accordance with the foregoing covenants shall not be deemed to be breach of this covenant.

h. To keep the exclusive surrounding grounds of the demised premises in a neat and tidy condition at all times.

i. Not to use the demised premises or any part thereof for any other purpose other than as a private residence only.

j. Not to assign, sublet, mortgage, part with or share possession of the demised premises or any part thereof.

k. To empty, cleanse and scour during the said term and to keep properly emptied, cleansed and scoured all ~~cesspools~~ ^{traps}, water closets, drains, pipes, sinks, gutters and water-shoots on and belonging to the demised premises when and as often as occasion may require.

l. Immediately before delivering possession of the demised premises at the expiration or sooner determination of the term hereby created, to reinsta the demised premises into its original state of repair including painting in a workman-like manner the interior of the demised premises, making good all defects suffered by the demised premises during the period of the tenancy and to pay the actual costs of reinstating the demised premises in the event of non-compliance.

5. THE LANDLORD hereby covenants with the Tenant as follows:

1. To pay all owner's rates and other charges, assessments, outgoings and impositions which now are or may become payable in respect of the property of which the demised premises form and for which the Tenant is not liable under the stipulation on its part herein contained and to keep the Tenant indemnified against the same.

ii. To maintain the outside walls, drains and roofs of the demised premises or any part thereof that shall be rendered unfit for use by any cause other than an act of God, then the Landlord shall allow the Tenant an abatement of all or part of the rent reserved proportionate to the extent and duration of the damage and until the whole of the premises shall again be fit for use including repayments of rent where the rent for such period of suspension has been paid in advance and any dispute relating to such be referred to Arbitration.

iii That 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 during the said without any interruption by the Landlord or any person rightfully claiming the premises under or in trust for it.

iv To provide a satisfactory water supply, and functioning sewerage system for the entire premises and repair these facilities, if necessary, save where these repairs are necessitated by the fault of the tenant or his occupants.

v To pay charges for water and common area maintenance now or thereafter imposed or charged upon the owner or occupier of the demised premises.

6. **PROVIDED ALWAYS** and it is hereby agreed as follows:

a) In case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire, storm, tempest or otherwise so as to be unfit (or partially unfit) for occupation or use or shall at any time be condemned by any authority having jurisdiction to condemn them, any advance rentals paid shall be refunded within a month on a pro rata basis.

b) If the said rent or part thereof shall be unpaid for twenty one (21) days after becoming payable (whether formally demanded or not) or if any covenant or stipulation on the tenant's part herein contained shall not be performed or observed or if the Tenant shall become bankrupt, then it shall be lawful for the Landlord to serve a notice specifying the amount of rent due and failure of the Tenant to pay within a period of seven (7) days from the service of the said notice, then the Landlord shall be lawful to cease and determine but without prejudice to re-entry including carrying out lockouts of the demised premises.

c) The Landlord will on written request of the Tenant made one (1) month before the expiration of the term hereby created and in the absence of an existing conflict grant to the Tenant a tenancy of the demised premises for the rent to be agreed and containing like or different covenants and provisos as herein contained.

d) This tenancy shall be subject to Zambian Law and in case of any dispute shall be arbitrated in accordance with the Zambian Law.

e) This agreement may be terminated at any time before the expiration of the term hereby by either party by giving the other one (1) months written notice of its intention to terminate the agreement. A payment of the equivalent rent in lieu of notice.

