



REPUBLIC OF ZAMBIA

Lease No: **LE2409/3-2024**

Province: **LUAPULA PROVINCE**

STAND No: **MANSA/LN_29434/87**

Use: **RESIDENTIAL HIGH COST**

THIS LEASE MADE the **1st day of March 2024** BETWEEN THE PRESIDENT OF ZAMBIA (hereinafter called "the Lessor") of one part and

JAMES KUNDA KAPANSA

(hereinafter called "the Lessee" which expression where the context so admits includes **himself, his successors in title and assignees**) of the other part.

WITNESSETH as follows:

1. In consideration of the sum of **5,000.00 ZMW** paid by the Lessee to the Lessor on or before the execution of these presents (the receipt whereof the Lessor doth hereby acknowledge) and of the rent hereinafter reserved and the covenants and conditions hereinafter contained the Lessor hereby demises unto the Lessee **ALL THAT** piece of land in extent **1796 square metres** more or less being **STAND No. MANSA/LN_29434/87** situate in **MANSA** the **LUAPULA PROVINCE** of Zambia which piece of land is more particularly delineated and described in Diagram No. **SD_2112/2020** attached hereto (hereinafter called the demised premises) together with the right to the Lessee and the Occupier for the time being of the buildings appurtenances and out-buildings thereto belonging and to be erected on the land hereby demised and servants or licenses in common with all other persons entitled to a like right at all times and for all purposes to pass and repass with or without vehicles and animals over and along the roads upon which the demised premises abut **TOGETHER ALSO** with right and liberty (in common as aforesaid) to the free passage and running of water soil and electricity through and by means of sewers drains pipes cables wires and other things of all descriptions whether the same or any of them be overhead or underground and the right to connect the same to mains of any description **TO HOLD** unto the Lessee for the term of **99** years commencing on the first day of **October 2018** (hereinafter called 'the said term') **YIELDING AND PAYING** therefore during the said term the rent as hereinafter provided. **EXCEPTING AND RESERVING** out of the demise hereby made all minerals, mineral oils, and precious stones whatsoever upon or under the demised premises.
2. The Lessee **himself, his successors in title and assignees** hereby covenant with the Lessor as follows:
 - 1) To pay on or before the execution of these the sum of **31.20 ZMW** being rent for the period from the date of commencement of the said term to the **31** day of **December 2024** and thereafter a yearly rent of **124.80 ZMW** on the 31 of December in each successive year in arrear free of all deductions.
 - 2) To pay all existing and future rates, taxes, assessments, duties, charges, and impositions whatsoever which now are or during the said term shall be charged assessed or imposed upon the demised premises or any part thereof or on the owner or occupier thereof.
 - 3) To permit during the said term the Lessor and the said Council or any person or persons authorised by the Lessor or by the said Council to enter on the demised premises at any reasonable time during the day for the purpose of inspection or to lay or have access to water mains drains sewer pipes telephone wires and electric mains of all descriptions whether the same or any of them be overhead or underground provided that just and fair compensation shall be paid by the Lessor or as the case may be by the said Council to the Lessee for any loss or damage occasioned thereby arising from any wilful act neglect or

default of the Lessor or the said Council or any person or persons respectively acting for or on their behalf in the course of doing any of the aforesaid things and within the scope of his or their employment and authority.

- 4) To permit the said Council at all times the right of passage and of running of surface storm soil and effluent, drainage water and electricity or any other service or supply from any other buildings and land adjoining or near to the demised premises through the sewers drains water courses conduits pipes wires and cables which are now or may hereafter be during the term hereby granted on or under the demised premises and to repair and renew the same with as little damage as possible to the demised premises and any buildings and improvements erected thereon and making good or paying reasonable compensation for all or any damage caused thereto by the said Council in the exercise of its aforesaid rights or powers.
- 5) To erect and maintain on the land hereby demised a good and substantial building or buildings together with such out-buildings servants quarters sewers drain boundary walls fences and entrances as may be approved by the appropriate Planning Authority under the Urban and Regional Planning Act No. 3 of 2015 (hereinafter called the appropriate Planning Authority) and to the value of not less than **500,000.00 ZMW** and to pay any fees or charges lawfully recoverable by the said Council or the appropriate Planning Authority in connection with such works or any of them and to complete the same fit for use and occupation within the period of eighteen (18) months from the commencement of this lease AND to complete the foundations of any such building or buildings within nine (9) months from the date of these present **PROVIDED ALWAYS** that in the event of a dispute as to the value of any buildings and improvements erected pursuant to the provisions of this clause the value thereof shall be deemed to be the value shown in respect thereof in the Municipal Valuation Roll or Interim Valuation Roll first made by said Council after the completion of such buildings and improvements.
- 6) In executing such works as aforesaid to conform to the provisions of any written law and to any Orders applicable thereto and to the by-laws rules and regulations of the said Council the appropriate Planning Authority and to the approved Town Planning Scheme.
- 7) At all times during the said term well and sufficiently to repair, cleanse, uphold, maintain, and keep in tenable repair any messuage buildings and improvements which may be erected on the land hereby demised and appurtenances thereof with all necessary reparations and amendments and to execute at the Lessee's own cost all such sanitary and other works as may from time to time be lawfully required by the said Council.
- 8) To keep in good substantial repair any survey beacons or marks situated on the said piece of land and not to move alter in positions or in any way disturb any iron pin marking a corner point of the said piece of land (except in the event of his erecting a permanent building or wall of stone or brick a corner of which coincides with the position of a such iron pin as indicated by a line plumbed on to the centre of it) and to pay to the Lessor the cost of any resurvey of the said piece of land which the Lessor may deem necessary in the event of his failing to comply with this covenant.
- 9) To ensure forthwith and thereafter keep insured to their full value all buildings erections and permanent fixtures which at any time during the said term may be erected on or affixed to the land hereby demised against loss or damage by fire earthquake or inevitable accident and to execute all works of repairs replacement or rebuilding necessary to make good the damage or destruction due to any of the causes aforementioned.
- 10) Not to build permit or suffer to be built or erected on the land hereby demised more than the number of buildings duly authorised by the appropriate Planning Authority or a building or buildings of a description other than that duly approved by it or make any alterations extensions or additions thereto except with the prior written permission of the said Planning Authority and if accordance with plans elevations sections and specifications previously approved by it paying therefor any fees or charges lawfully recoverable by the said Council or Planning Authority in respect thereof.

- 11) Not to use the demised premises or any buildings or improvements thereon or permit or suffer the same or any part of portion thereof to be used for any purpose other than that originally approved by the said Council or the appropriate Planning Authority without the prior written consent of the Lessor.
 - 12) Not to use the land hereby demised or any buildings or improvements erected thereon or any part or portion thereof or permit or suffer the same to be used or occupied for any illegal or immoral purposes and further not to do permit or suffer to be done upon the demised premises or any part thereof anything which may be or become a nuisance or annoyance or cause damage to the Occupier of any adjoining or neighbouring premises.
 - 13) Except with prior written consent of the Lessor not assign sublet subdivided mortgage charge or in any manner whatsoever encumber or part with possession of the said land or any part thereof or interest therein or concerning the same or attempt so to assign sublet subdivide mortgage charge encumber or part with possession of the said land without such prior written consent.
 - 14) At the expiration or sooner determination of the said term to peaceably yield up the land hereby demised with all buildings erected and being thereon together with all permanent fixtures in good and tenantable repair and in accordance with covenants on the part of the Lessee herein contained.
3. The Lessor hereby covenants with the Lessee that the Lessee paying the rent hereby reserved and observing and performing the several covenants and conditions herein on the Lessee's part contained shall peaceably hold and enjoy the demised land and premises during the said term without any interruption by the Lessor or any person lawfully claiming under the Lessor.
4. **PROVIDED ALWAYS** and hereby mutually agreed as follows:
- 1) It is an express condition of the grant of this Lease that the Lessor may withhold or grant his consent to assign sublet subdivide mortgage charge or part with the demised premises or any part thereof at his absolute and unfettered discretion or grant the same subject to such terms conditions and stipulations (including in particular as to the maximum price/premium/consideration that may be charged by the Lessee or in the case of a mortgage or charge as to the maximum amount of the advance that may be obtained on the security of the demised premises) as the Lessor may prescribe in his absolute and unfettered discretion.
 - 2) If and whenever the rent hereby reserved or any party thereof shall be in arrear and unpaid for twenty-eight days after the same shall at any time make default in the performance or observance of any of the covenants and conditions herein contained on the Lessee's part to be performed or observed it shall be lawful for the Lessor to re-enter upon the demised premises and hold the same as of his former estate as if this Lease had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any prior breach non-observance of any of the Lessee's covenants or conditions herein contained.
 - 3) The annual rent stated in sub-clause 2(1) shall at the option of the President be subject to revision during the subsistence of the lease or any extension thereof at such periods as the President might in his absolute discretion decide.

IN WITNESS WHEREOF MUSAMVU WANKI,

Chief Lands Officer for and on behalf of Commissioner of Lands of the Government of Zambia for and on behalf of the President has hereunto set his hand and seal and **JAMES KUNDA KAPANSA**, have hereunto set their hands and seals on the day and year first before written.

SIGNED, SEALED and DELIVERED

By the said **MUSAMVU WANKI**

For and on behalf of the President of Zambia



SIGNED, SEALED and DELIVERED

By the said **JAMES KUNDA KAPANSA**

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