

DATED THE .....16TH...DAY OF ...DECEMBER...2024.

MASSI MAPANI & MAKOYE MAPANI

(Landlord)

AND

SHEBA NANGOI .

(Tenant)

**LEASE AGREEMENT**

**Relating to:**

**...FLAT 2 AT PLOT B LOT No 2050/M...**

**1. THE PARTIES TO THIS LEASE AGREEMENT ARE:**

**1.1 THE LANDLORD**

.....

ADDRESS.....

PASSPORT No/NRC.....

CONTACT.....

**1.2 THE TENANT**

.....

PASSPORT No/NRC .....

ADDRESS.....

CONTACT.....

The parties choose the above stated address as their physical addresses for the purposes of delivery of any notice, payment of any amount and at which legal proceedings may be instituted pertaining to the rental agreement.

**2. THE PREMISES:**

Physical Address: FLAT 2 AT PLOT B LOT No 2050/M.

**3. PERIOD OF LEASE:**

3.1 The initial period of the lease shall start on the ...15th... Day of ...January...in the year ...2025....and shall end on the ...15th January..... in the year ....2026...

3.2 This lease agreement shall be for a period of 12 months but could be extended with mutual consent.

**4. RENTAL:**

4.1 The monthly rental for the premises is an amount of K5 500 this includes yard maintenance. The landlord is required to pay withholding tax which is 5% of the gross amount to the Zambian revenue authority. The first payment which is two months' rent plus one-month security deposit amount of ....K16 500.... Given the tenant already occupies the premise they are required to make this payment in 3 - 5 installments.

## **5. ADDITIONAL PAYMENTS BY TENANT:**

5.1 The Tenant shall pay for all expenses incurred by means of electricity and water during the lease period.

## **6. TENANT OBLIGATIONS:**

6.1 The tenant will keep the interior and exterior of the said premises and all fixtures fittings and decorations of the premises clean, in tenantable repair and good conditions at all times and shall not cause to be cause any damage to the premises or decorations thereof save normal wear and tear.

6.2 The Tenant shall give written notice to the Landlord within 90 (NINTY/3 MONTHS) days after the commencement date, of any structural defects in the Premises, or any defects in the above-mentioned installations and equipment, and the absence of such notice shall constitute prima facie proof of the absence of any defects or missing articles and the good condition of the Premises.

6.4 The Tenant shall allow the Landlord or his agent access to the Premises every 3 months or at reasonable times with prior arrangement with the Tenant, to inspect the Premises or to carry out any work that may be required to be done or are deemed to be necessary in order to keep the property fixtures and fittings in good order and conditions.

6.5 The Tenant undertakes to keep and maintain all sewerage pipes, water pipes and drains on the Premises free from obstruction and/or blockage.

6.6 The Tenant shall not alter or make any structural changes to the Premises, doors, walls, ceilings or floors, as these will be handled by the maintenance contractor and his agent. The Tenant will only be allowed to attach or remove any fixtures or locks upon the Landlord's permission.

6.7 The tenant shall not Surrender occupation or possession of the Premises or permit any person whether as subtenant, agent, occupier, custodian to take possession or occupation of the Premises.

6.8 The Tenant shall conduct himself/herself and require persons on the premises with his/her consent to conduct themselves in a manner that will not contravene any law. Discrimination or harassment of visitors, occupants and neighbors based on their racial or ethical origin, religion, skin color, tribe, gender, sexual orientation, disability and age will not be allowed

6.9 The Tenant agrees that any violation of felony laws on the property will be grounds for termination of this lease agreement.

6.10 The tenant should ensure that all their goods are insured at all times, the landlord will not be held liable for any loss due to theft, water, fire or any other causes.

6.12 At the end of the agreement, the tenant should handover the premises in proper condition as found before residing in the premises, clean with all the fixtures and fittings therein, bills paid and walls repainted the way the tenant found them unless changes that were made in agreement with the landlord before vacating the premises.

## **7. LANDLORD OBLIGATIONS:**

7.1 The landlord will repair any damages caused natural causes and it is the tenants' obligation to inform the Landlord of these damages in due time.

7.2 The Landlord shall be liable to pay for any preexisting rates or bills that were accumulated before the tenant occupied the premises.

7.3 The landlord will pay 5% of the gross amount to ZRA as withholding tax.

## **8. TERMINATION OF THE LEASE**

8.1 Both parties can terminate this agreement with one-month prior written notice to the other.

## **9. PROVIDED AND IT IS HEREBY AGREED AS FOLLOWS:**

9.1 The rentals are subjected to change at the end of the running contract, upon giving notice and they shall be subjected to review when a mutual agreement is arrived at by the landlord and the tenant

9.2 The tenancy agreement may be terminated by either party provided one month written notice by either party

9.3 The tenant to pay for water and electricity bills.

9.4 The landlord to pay withholding tax

9.5 Waste should be disposed of in a responsible manner. The tenants are also required to provide their own refuse bins and bags which should be placed at the collection point on the collection day.

#### 10. WARRANTY OF AUTHORITY AND DECLARATION:

Any person or more than one person signing this Lease Agreement warrants his/her authority to do so and that they have read it and understand it and voluntarily agree to it.

Signed .....on this .....day of.....2025

LANDLORD: .....

WITNESS 1:

Name: .....

Signature: .....

Date: .....

TENANT:  .....

WITNESS 1:

Name: NAYWA SINGOYI

Signature:  .....

Date: 15/01/2025

Signed  .....on this 15<sup>TH</sup> day of January 2025