

Ref. no. 280215/2024-CRA

DATED AT LUSAKA 25TH DAY OF JANUARY, 2024

Tenancy Agreement Relating to No. 3 Cheetah Road, (UNIT 6)
Kabulonga ,Lusaka in the Lusaka Province of the Republic of Zambia

BETWEEN

Mr and Mrs J. Banda of: Plot 1 Cheetah Road, Kabulonga, Lusaka, Zambia
And the Czech Development Agency of Nerudova 3, 118 50 Prague 1,
Czech Republic

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1. THIS AGREEMENT made on the.....day of.....2024, in the year Two Thousand and Twenty-four, **BETWEEN** Mr and Mrs J. Banda of Kabulonga, Lusaka, in the Lusaka Province of the Republic of Zambia (hereinafter called “the Landlord”) of the one part and the Czech Development Agency (Business ID Number:75123924); address: Nerudova 3, 118 50 Prague 1, Czech Republic), represented by its Director Mr. Michal Minčev (hereinafter called “the Tenant”) of the other part.

(a) The Landlord undertakes to ensure 24-hour unlimited use of the Demised Premises by Mr. Tomáš Daniček as the “Occupant” (Passport number: [REDACTED], date of birth: [REDACTED], Citizen of the Czech Republic.

(b) **WHEREAS** the Landlord’s place of residence is House on the known as Plot 1 Cheetah Rd. Kabulonga, Lusaka in the Lusaka Province of the Republic of Zambia (hereinafter referred to as the Demised Premises) has agreed to let **UNIT 6 at No.3** Cheetah Road, Kabulonga; and the Tenant has agreed to hire the Demised Premises.

2. NOW THIS AGREEMENT WITNESSES as follows: -

(a) The Landlord hereby lets unto the Tenant the Demised Premises **TO HOLD** unto the Tenant from the 1st Day of February, 2024,(Two Thousand and Twenty-four) for a term of 2 (Two) years, **PAYING THEREOF**, during the said term a monthly rent of **USD \$1,800 (One Thousand, Eight Hundred United States Dollars)** payable 2 (Two) months in advance, always on the 1st calendar day of every 2nd month.

(b) An amount equivalent to One (1) Month Rent shall be paid as Security Deposit, which will be refunded, and offset against uncovered costs incurred by the tenant during the Lease period.

(c) The beneficiary’s bank account used for the above mentioned payments has the following details:

Bank: [REDACTED]
Branch: [REDACTED]
Owner of the bank account: [REDACTED]
Account Number: [REDACTED]
Sort Code: [REDACTED]
SWIFT Code: [REDACTED]
Currency: USD

3. TENANT’S OBLIGATIONS:

In signing this Agreement, the Tenant undertakes the following specific obligations and agrees that the various stipulated conditions are in addition to his obligations under Common Law: -

- (a) The Demised Premises shall be used for residential purposes.
- (b) The Tenant agrees that the Security Deposit shall be by way of providing collateral to the Landlord against charges levied by him through default by the Tenant of any provisions of this agreement.
- (c) The Tenant agrees that the following charges shall be included in the cost/expenses, which may be deducted by the Landlord from the Security Deposit.
 - (i) Upon expiry of this Agreement, whatever maintenance and or/repairs the Landlord may deem necessary to return the Demised Premises to the same condition in which they were let to the Tenant..

PROVIDED ALWAYS that the Landlord shall give an accounting to the Tenant on how the deposit was diminished (if at all) and the Landlord shall refund to the tenant any balance remaining after settling sums allowable under this Agreement.

- (d) The Tenant agrees that no remedial or maintenance works shall be undertaken to the Demised Premises by himself, his agents, or assigns.
- (e) The Tenant agrees to store all household refuse in the bins provided by the Landlord for that purpose.
- (f) The Tenant agrees not to make any alternations to the said Demised Premise or to install any fixture, partition or other reaction therein or thereon or to remove any of the Landlord's fixtures and fittings without the previous consent in writing of the Landlord and further not to cut, or injure any of the walls, floors, roof or timber thereof.
- (g) The Tenant agrees to use the said Demised Premises for the purpose of a residence for the Tenant, and not to use the same or any part thereof for conducting any trade business or as a Laboratory or workshop or to store therein any goods or merchandise.
- (h) The Tenant agrees to conform to all Laws, Bye-Laws, proclamations and Regulations relating to the tenancy and occupancy of the Demised Premises.
- (i) The Tenant agrees not to make or cause to or permit to be made any undue noise or disturbance in or on the said Demised Premises likely to cause nuisance to neighbors.
- (j) The Tenant agrees not to use or permit the said Demised Premises to be used for any illegal or immoral purposes.

- (k)** The Tenant agrees not to affix or permit to be affixed any poster, signboard or advertising of any kind on any part of the interior or exterior of the said Demised Premises. (Wall hangings in the interior are permitted)
- (l)** The Tenant agrees to permit the Landlord, his agents or persons authorized by him at all reasonable times to enter and view the said Demised Premises and to make an inventory of the fixtures and fittings therein and to do any repair work or maintenance for which the Landlord is liable hereunder on giving the tenant 48 hours previous notice on his intention to do so except in emergency situations.
- (m)** The Tenant agrees to observe and comply with all such rules and regulations, not in conflict with the terms of this agreement as may be made from time to time by the landlord in respect of the use of the said Demised Premises.
- (n)** The Tenant agrees to keep the Demised Premises in a clean and satisfactory condition and to use the Landlord's installations fixtures and fittings and the sewers and drains serving the said Demised Premises in a careful and proper manner and hereby accepts full responsibility for the cost of the repair or replacement of any and all damages occasioned to the said Demised Premises other than through fair wear and tear and the costs of clearing any drains or sewers choked or blocked by reason of careless use, during his tenancy and agrees on the termination of the tenancy hereby created to deliver up vacant possession of the Demised Premises and to yield up the said Demised Premises with all the Landlord's fixtures and fittings in good tenable repair and condition.
- (o)** In the event the Tenant is a Company or Organization the dwelling hereby leased must be occupied by a bonafide employee and his/her immediate family save for the family having casual guests on temporary basis from time to time.
- (p)** The Tenant agrees not to hang laundry in any outdoor place other than on the rotary clothesline provided for the purpose.
- (q)** The Tenant agrees not to put potted plants on the window ledges of the said Demised Premises.
- (r)** The Tenant agrees not to undertake any vegetable gardening on the said Demised Premises, nor to disturb planting, lawns or other vegetative growth installed by the Landlord without prior written approval.
- (s)** During the lease period in respect of the said demised premises, the Tenant agrees to pay for:-

- Electricity: Each Unit on the Premises has an individual meter, which should be loaded with an average K1000(+/-), depending on the usage by the Tenant.

4. **LANDLORD'S RIGHTS AND OBLIGATIONS:**

- (a) The Landlord agrees to pay existing and future Local Authority Rates, and insurance premiums charged on or payable in respect of the Demised Premises hereby leased so long as the Tenant shall pay to the Landlord all sums due under this Agreement.
- (b) The Landlord agrees to maintain the exterior of the Demised Premises including gardens at such times, as he considers necessary to maintain the standards of the premises.
- (c) The Landlord agrees to keep the Demised Premises in as wind, watertight and structurally sound condition as is reasonable and maintain all guttering and down pipes where fitted.
- (d) The Landlord agrees to keep all fixtures and fittings which were supplied together with all plumbing and sanitation installations in a state of serviceable repair and to maintain any sewerage pipes, water pipes and drains in connection with the Demised Premises but fair wear and tear accepted, **PROVIDED** that the Tenant shall bear the costs of repair if the damage suffered is as a result of his negligence.
- (e) Any relaxation or indulgence which either party may show to the other shall not in any way prejudice the innocent party's right under this lease and more particularly no act of the Landlord by accepting rent after due date or in accepting a lesser sum than the amount of rent due shall be construed as a waiver by the Landlord of his rights under this lease.
- (f) Subject to the exclusion of the provisions of Clause 3 (o), no agreement at variance with the terms and conditions of this lease shall be binding upon the parties unless contained in writing and signed by them or their agents and it is hereby and specifically agreed that this lease contains all the terms and conditions of the contract of lease entered into by the Landlord and the tenant acknowledges that any representations, warranties, undertakings or promises of any nature whatsoever which may be made by the Landlords, its agents or servant other than those contained herein shall not be binding or enforceable.

- (g) The Landlord agrees to maintain the Demised Premises and other like fixed installations of the Landlord including geysers in good repair and to perform such repairs as may be necessary from time to time.
- (h) During the lease period in respect of the said demised premises, the Landlord agrees to pay for:
- General maintenance;
 - DSTV
 - Internet
 - Maid/cleaning Services;
 - Water;
 - Rates/Taxes;
 - Diesel for 100KVA Back-up generator;
 - 24 hour Security.
- (i) The Landlord agrees to refund the Tenants Security Deposit in whole or in part after deducting disbursements made in accordance with the provisions of this Agreement.
- (j) The Landlord undertakes to ensure 24-hour unlimited use of the Demised Premises by Mr. Tomáš Daníček (Passport number: S0134874, date of birth: 31/12/1991, Citizen of the Czech Republic)
- (k) The Landlord commits to provide the Demised Premises to the Tenant in a fully furnished state, with a list of all inventory, upon occupancy of the Premises, which should be checked and signed by the Tenant.

5. DAMAGE OR DESTRUCTION TO THE DEMISED PREMISES:

- (a) In the event of the Demised Premises being wholly destroyed by fire subsidence or other calamity or being partly destroyed in such a manner as the tenant is unable beneficially to enjoy and occupy the Demised Premises then in such an event either party within a period of sixty days after the date of such destruction shall be entitled to claim immediate cancellation of this Agreement and the Agreement shall be cancelled with effect from the date of destruction and all future rentals paid by the tenant refunded.
- (b) However, should the Demised Premises be partially destroyed or damaged by fire subsidence or any other calamity and notice is not given to the Landlord by the Tenant as contemplated above then and in such an event, the Tenant shall not be entitled to claim cancellation of this lease provided the necessary repairs are effected within a period of one month after the date of notification of such partial destruction and

the Tenant shall not be entitled to any remission of rental in proportion to the deprivation of the use of the Demised Premises sustained by the tenant until such time as the Demised Premises have been restored.

6. CANCELLATION:

Should the Tenant;

- (a) Fail to make any payment due in terms of this lease; or
- (b) Commit any other breach of any condition of this lease whether such breach goes to the root of this contract or not it is hereby agreed that all terms and conditions are material and failure to remedy that breach within a period of fourteen days after receipt by the Tenant of notice forwarded by prepaid registered post requiring the tenant to remedy such breach (which letter shall be deemed to have been received on the third day after posting) or if such notice is delivered by hand within a period of seven days after date of delivery, or should the Tenant commit a repeated breach of any of the conditions of this lease the Landlord shall be entitled notwithstanding any previous waiver or anything to the contrary contained in this lease to cancel this Agreement forthwith and to reclaim possession of the Demised Premises let without prejudice to its claim for any arrears of rentals and other sums payable hereunder and/or for any damages which it may suffer by reason of such breach and/or to any other remedy which it may have against the Tenant arising out of this Agreement.
- (c) Should the Landlord elect to take any of the courses referred to above all the rights which the Tenant may have in terms of this lease shall be void and of no effect.
- (d) In the event of the Landlord cancelling this lease and in the event of the Tenant disputing the Landlord's right to cancel and remaining in occupation of the Demised Premises the Tenant shall, pending settlement of any dispute, either by negotiation or litigation, continue to pay (without prejudice to its rights) an amount equivalent to the monthly rental provided for in this lease, monthly in advance on or before the first calendar day of each and every month and the Landlord shall be entitled to accept and recover such payments and the acceptance thereof shall be without prejudice to and shall in no way whatsoever effect the Landlord's claim of cancellation then in dispute. Should the dispute be resolved in favor of the Landlord the payments made and received in terms of this paragraph shall be deemed to be amounts paid by the Tenant on account of damages suffered by the Landlord by reason of the cancellation of the lease or the unlawful holding over by the Tenant.

- (e) In the event the **LANDLORD** does not respond adequately, rectify, repair or make good within 14 (fourteen) days or either in the case of emergencies or if the **LANDLORD** having commenced the work does not complete the repair works diligently and within a reasonable amount of time and inconvenience the **TENANT**, the tenant may pursue alternative measures including carrying out the necessary repair works through qualified contractors and at reasonable costs and deduct this cost from the next rent provided the **LANDLORD** is informed in writing.

7. REPAIR AND MAINTENANCE:

- (a) The Tenant agrees that each door has two keys, and that the premises are in good and tenantable order. Any snags must be reported to the Landlord within 7 (seven) days of occupation.
- (b) It is agreed that the Tenant shall notify the Landlord of any repairs/maintenance work required in the Demised Premises including any glass in any door or window of the said Demised Premises that may be broken during this tenancy and the Landlord shall undertake such repair/maintenance at the cost of the tenant if the scope of the work falls outside the Landlords responsibility under this Agreement.

8. TENANT:

- (a) It is agreed that the Tenant is the party specified in this Lease.
- (b) The Tenant shall not assign, sub-let or in any way part with the possession of the said Demised Premises without the written consent of the Landlord having first been sought and obtained, **PROVIDED** that such consent shall not be unreasonably withheld.
- (c) It is hereby agreed that no party apart from the Tenant, shall be allowed to occupy the Demised Premises without the written consent of the Landlord having first been sought and obtained.

9. TERMINATION:

This lease will expire on the date of completion unless by mutual agreement a new lease is agreed upon not less than two months prior to the expiry of the lease. The lease may be terminated by giving written notice with a month's notice period starting from the first day of Calendar month following Calendar month in which the notice was delivered to the other party.

- 10. PROVIDED ALWAYS** and this lease is made upon express condition that Any notices required served hereunder shall be in writing signed by the party serving them and shall be sufficiently served upon the Tenant if addressed to the Tenant and sent to the Tenant at the said demised premises and shall be

sufficiently served upon the Landlord if delivered to the Landlord's agent sent by prepaid registered post to the Landlord's address herein before provided.

11. FURTHER THE LANDLORD HEREBY AGREES WITH THE TENANT

In the event of a dispute between the parties, it is agreed that the said dispute shall be settled by way of arbitration in line with the Arbitration Act of Zambia.

12. FINAL PROVISIONS

(a) The Parties acknowledge that this contract shall be published in the Czech register of contracts under Act No. 340/2015 Sb., on the register of contracts, as the Tenant is the liable person under this Act, and agrees to its publication. The Tenant shall ensure the publication within 30 days as of the signing of this contract by both parties.

(b) The parties undertake to protect personal data in accordance with EU General Data Protection Regulation 2016/679 and Czech Act No. 110/2019 Coll., Personal Data Processing Act.

13. IN WITNESS: whereof the Landlord and the tenant have hereunto set their hands the day and year first before written.

SIGNED for and on behalf of the Landlord:

Landlord: Mr & Mrs J. Banda) Date.....

Witness:) Date.....

SIGNED for and on behalf of the Tenant:

FOR: Czech Development Agency

Business ID number: 75123924

By: Mr. Michal Minčev, Director) Date.....

In the presence of:

Witness: Mr. Tomáš Daníček,) Date.....
Project Coordinator