

The Laws of Zambia

REPUBLIC OF ZAMBIA

THE HOUSING (STATUTORY AND IMPROVEMENT AREAS) ACT

CHAPTER 194 OF THE LAWS OF ZAMBIA

**CHAPTER 194 THE HOUSING (STATUTORY AND IMPROVEMENT AREAS)
ACT**

THE HOUSING (STATUTORY AND IMPROVEMENT AREAS) ACT

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CHAPTER 194

An Act to provide for the control and improvement of housing in certain areas; and to provide for matters connected with or incidental thereto.

[1st June, 1975]

PART I

PRELIMINARY

1. This Act may be cited as the Housing (Statutory and Improvement Areas) Act. Short title

2. Notwithstanding anything to the contrary contained in any written law, the provisions of any such law, in so far as they are inconsistent with the provisions of this Act, shall not apply to any land comprised in a Statutory Housing Area or in an Improvement Area. Application

3. In this Act, unless the context otherwise requires- Interpretation
 - "certificate of title" or "council certificate of title" means certificate of title to land issued in accordance with the provisions of this Act;

 - "charge" means any charge created on land for the purpose of securing the payment of money and also the document by which the charge is created;

 - "chargee" means the person in whose favour the charge is created, and includes the person for the time being entitled to the benefit of such charge;

 - "council" means a municipal council, township council, rural council or any other council established under the Local Government Act; Cap. 281

 - "court" means any Subordinate Court;

 - "dealing" means any transaction of whatever nature affecting land;

 - "document" means a document of lease or grant under which a council derives any leasehold interest in respect of land situated in a Statutory Housing Area or in an Improvement Area, and includes any other document referred to in this Act;

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"dwelling" means any building or structure or part of any building or structure designed to operate or to be used as living accommodation, and includes any yard or garden appurtenant thereto or enjoyed therewith;

"grant" means a grant of land for a term of years certain made to a council for the purposes of this Act;

"improvement" includes a building or any other structure of whatever kind on land;

"Improvement Area" means any area of land declared as such in accordance with the provisions of this Act;

"land" means-

- (a) in relation to Parts II to VII inclusive, land within a Statutory Housing Area;
- (b) in relation to Part VIII, land within an Improvement Area; and
- (c) where applicable, in relation to Part IX, land within a Statutory Housing Area or in an Improvement Area, as the case may be;

and in any such cases includes anything attached to the earth or permanently fastened to anything which is attached to the earth, but does not include any mineral right in or under or in respect of any such land;

"let" includes transfer, sub-letting or parting with possession;

"memorial" means the entry signed by the council registrar on a council certificate of title embodied in the council register in respect of any document presented for registration;

"minor" means a person who has not attained the age of twenty-one years;

"mortgage" includes a charge and the document creating such charge;

"National Housing Authority" means the National Housing Authority established under the National Housing Authority Act; Cap. 195

"register" or "council register" means the register of titles to land to be kept and maintained in accordance with the provisions of this Act;

"registrar" or "council registrar" means the person appointed as such by a council and includes an assistant registrar and any other person appointed to act in either of such capacities;

"registry" or "council registry" means the registry of any council where the documents required or permitted to be registered by or under this Act may be registered;

"Statutory Housing Area" means any area of land declared as such in accordance with the provisions of this Act;

"Surveyor-General" means the Surveyor-General appointed under the provisions of section *four* of the Land Survey Act; Cap. 188

"testator" includes a person dying intestate;

"transfer", used in connection with land, means the passing of such land or any interest therein, by act of the parties rather than by operation of law;

"transferee" means a person to whom a council certificate of title has been issued under this Act, or to whom an occupancy licence has been issued in accordance with the provisions of this Act;

"transmission", used in connection with land, means the passing of such land or any interest therein by operation of law.

PART II

STATUTORY HOUSING AREAS

4. (1) The Minister may by statutory order declare any area of land within the jurisdiction of a council to be a Statutory Housing Area, and may at any time thereafter declare that the whole or part of the land comprised in the Statutory Housing Area shall cease to be part of a Statutory Housing Area: Declaration of Statutory Housing Areas

Provided that no land shall be declared to be a Statutory Housing Area unless-

- (i) such land is held by the council in fee simple or by way of leasehold or a grant thereof has been made to the council in accordance with the provisions of the Zambia (State Lands and Reserves) Orders, 1928 to 1964; and
- (ii) a plan showing the particulars or details hereinafter mentioned and duly approved by the Surveyor-General is deposited by the council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds. App.9

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(2) The plan referred to in paragraph (ii) of the proviso to subsection (1) shall be entitled "Statutory Housing Area Plan" and shall contain, *inter alia*, the following particulars or details:

- (a) the name and description by which the Statutory Housing Area is known or is to be known;
- (b) the existing roads, if any;
- (c) the roads proposed to be constructed;
- (d) the existing areas for common user;
- (e) the proposed areas for common user;
- (f) the area and dimensions of each piece or parcel of land identified by a serial number.

5. (1) Subject to the provisions of this Act, and notwithstanding anything to the contrary contained or implied in any written law or in any document, a council may, in any Statutory Housing Area-

Subdivision and letting
of land in Statutory
Housing Areas

- (a) with the approval of the Minister subdivide any land;
- (b) in accordance with the specifications prescribed by the National Housing Authority, erect any building or effect any improvement on any piece or parcel of land;
- (c) let to any person any piece or parcel of land for such term and on such conditions as may be approved by the Minister:

Provided that in a Statutory Housing Area the council shall not-

- (i) sell or convey any freehold estate;
- (ii) let more than one piece or parcel of land to any one person;
- (iii) save for use and occupation by himself or his *bona fide* dependants, let to any person engaged in the business of buying, selling, letting, developing, or in any way dealing in immovable property.

(2) Nothing contained in subsection (1) shall be so construed as to prohibit the letting of any piece or parcel of land by the council to-

- (a) the Government;
- (b) any local authority, public corporation or other public body;
- (c) any person if the land is required and is to be used by him for the purpose of providing accommodation to the full-time employees of such person;
- (d) any religious or public organisation for social, cultural, educational, recreational or religious purposes;
- (e) any society registered under the Co-operative Societies Act.

Cap. 397

6. After the commencement of this Act, and notwithstanding anything to the contrary contained in any written law, all the land which is comprised in any grant made to a council for the purposes of this Act shall be subject to the provisions of this Act, and shall not be capable of being transferred, transmitted, mortgaged, charged or otherwise dealt with except in accordance with the provisions of this Act, and any attempt to transfer, transmit, mortgage, charge or otherwise deal in the same except as aforesaid shall be null and void.

Land comprised in grants

7. (1) Whenever land comprised in a grant is transferred in the manner hereinafter prescribed, the council registrar shall, on payment of the prescribed fee, issue a council certificate of title in favour of the transferee in such form as may be prescribed, and shall thereafter-

Council certificate of title

- (a) register the council certificate of title in the manner prescribed;
- (b) deliver the council certificate of title to the transferee; and
- (c) file a copy thereof in the council registry.

(2) Subject to the provisions of this Act, the title of the transferee under each new council certificate of title shall be valid and effectual in every respect as if he had been the original grantee in the grant of the land contained in the certificate.

(3) Where two or more persons are entitled as tenants in common to undivided shares in any land, only one council certificate of title shall be issued in respect of such land.

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(4) Notwithstanding the provisions of subsection (3), the council registrar may, in his absolute discretion and on payment of the prescribed fee, issue a separate certificate to each such person for his individual share.

8. (1) The council certificate of title issued by the registrar to any transferee of land shall not be subject to challenge, except on the ground of fraud, misrepresentation or mistake.

Council certificate of title to be conclusive evidence of interest in land

(2) A certified copy of any registered document, signed by the council registrar and sealed with the seal of his office, shall be received in evidence in the same manner as the original of such document.

9. The council registrar shall note upon every certificate of title, in such manner as to preserve their priority, the memorials of all unsatisfied mortgages, leases and other estates and interests to which the land is subject at the time of issuing such certificate, and any documents dealing with such estates or interests; and in the case of a certificate of title issued to any person under a legal disability, the council registrar shall in such certificate also state the particulars of such disability as far as he has notice or knowledge thereof.

Registered encumbrances to be noted on council certificate

10. All estates and interests affecting the land of a registered transferee at the time of the issue of a council certificate of title shall, so far as the same are disclosed upon application or can otherwise be ascertained, be entered on such certificate and in the register in such manner as to preserve their priority.

Interest outstanding at time of issue of certificate

PART III

REGISTRATION OF TITLES

11. In every council where there is a Statutory Housing Area or Improvement Area, there shall be a registrar who shall keep and maintain a register to be called the register of titles, and shall file therein all copies of all grants and of all certificates of title issued under this Act. Each grant and the relative certificate of title shall constitute a separate folio of such register and the registrar shall record therein the particulars of all the documents, dealings and other matters by this Act required or permitted to be registered or entered in the register, affecting land contained in each grant and certificate of title.

Register of titles

12. (1) Every registrar shall keep and maintain a book to be called the presentation book, in which shall be entered a brief description of every document which is presented for registration, with the date and time of presentation.

Presentation book

(2) For the purpose of priority, the time of presentation of any document shall be deemed to be the time of registration.

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13. (1) Any transfer or other document purporting to transfer or in any way to affect any land, shall be deemed to be registered as soon as a memorial thereof, as hereinafter provided, has been entered in the register. When documents deemed to be registered

(2) Every document to which subsection (1) applies shall be accompanied by particulars identifying the house, building or plot in question by reference to its appropriate number on a Statutory Housing Area Plan.

14. (1) Except as hereinafter otherwise provided, any document required or permitted to be registered under this Act shall be in the prescribed form and shall be registered in the order of time in which it is presented for the purpose. Priority determined by registration and not by execution

(2) Upon registration of any such document, the registrar shall deliver the original to the person entitled thereto and shall file a copy in the register.

15. Every memorial entered in the register shall be signed by the registrar and shall state the nature and number of the document to which it relates, the date and time of presentation of such document for registration, and the names of the parties thereto. Memorial of registration

16. Any document which is required to be registered under the provisions of this Act and is not so registered shall be null and void: Unregistered document invalid

Provided that nothing herein contained shall apply to the case of any person who has notice of any such document.

17. No registrar shall register any document purporting to transfer or affect any land unless such document is in accordance with the provisions of this Act and relates to land which is situated within the jurisdiction of the council of which he is registrar. Registrar may refuse to register document

18. If any document presented for registration is not in the English language, it shall be accompanied by an English translation of the same duly certified by a competent person. Translations

19. Every council register may be searched and examined by anyone and certified copies of any entry therein may be obtained upon payment of such fees as may be prescribed. Registry open for search

20. (1) Where any person requires search to be made at the council registry for entries of any matters or documents, whereof entries are required or allowed to be made in the council registry, he may, on payment of the prescribed fee, lodge at the council registry a requisition in that behalf. Official certificates of search

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(2) The council registrar shall thereupon make the search required, and shall issue a certificate setting forth the result thereof.

(3) In favour of a purchaser or an intending purchaser, as against persons interested under or in respect of matters or documents whereof entries are required or allowed as aforesaid, the certificate, according to the tenor thereof, shall be conclusive, affirmatively or negatively, as the case may be.

(4) If any officer, clerk or person employed in the registry commits, or is party or privy to, any act of fraud or collusion, or is wilfully negligent, in the making of or otherwise in relation to any certificate under this section, he shall be liable on conviction to imprisonment for a term not exceeding two years, or on summary conviction to imprisonment for a term not exceeding three months or to a fine not exceeding one thousand penalty units or to both.

(As amended by Act No. 13 of 1994)

21. The council registrar shall not be liable for any act done or omitted to be done in good faith in the exercise or purported exercise of the powers conferred upon him by or under this Act. Indemnity of officers of registry

22. Every document purporting to transfer land or any interest therein shall be in the prescribed form. Form of transfer

23. Every mortgage or transfer of mortgage executed in respect of any land to which this Act applies shall be in the prescribed form. Form of mortgage

24. (1) A mortgage in respect of any land to which this Act applies may be created by the deposit of documents of title and such mortgage shall be evidenced by a document in the prescribed form. Mortgage by deposit of documents

(2) In this section, "documents of title" means a grant, a certificate of title, a lease or a sub-lease.

25. Any personal representative or guardian claiming to be entitled to any land or interest therein by virtue of any transmission may make application in writing to the registrar to have such transmission registered. Transmission

PART IV

CAVEATS

- 26.** Any person-
- (a) claiming to be entitled to or to be beneficially interested in any land or interest therein by virtue of any unregistered agreement or other document or transmission, or of any trust expressed or implied, or otherwise howsoever; or
 - (b) transferring any land or interest therein to any other person to be held in trust; or
 - (c) claiming to be a purchaser or mortgagee of any land;
- may at any time lodge with the registrar a caveat in the prescribed form.
- 27.** (1) Every caveat shall be signed by the caveator or by his attorney or agent appointed under a registered document in the prescribed form, and shall state with sufficient certainty the nature of the estate or interest claimed by the caveator, with such other information and evidence as may be required by any regulations made under this Act, and shall give a postal address or appoint a place within 4.8 kilometres of the registry to or at which notices and proceedings relating to such caveat may be addressed or served.
- (2) Every caveat shall be entered on the register as of the date and time of its receipt by the registrar.
- 28.** Every notice relating to a caveat and any proceedings in respect thereof if served at the place appointed in the caveat, or forwarded through the Post Office by registered post addressed as aforesaid, shall be deemed duly served.
- 29.** So long as a caveat remains in force, the registrar shall not make any entry on the register having the effect of charging or transferring or otherwise affecting the land or interest protected by such caveat:
- Provided that nothing herein shall prevent the completion of the registration of any document which has been accepted for registration before the receipt of the caveat.
- 30.** Upon receipt of any caveat, the council registrar shall notify the same to the registered transferee or other person against whose title to deal with land or other interest such caveat has been lodged. Such notification may be sent by ordinary prepaid post addressed to the person to be notified at his address as shown in the register or, if there be no such address, by affixing the same on some conspicuous part of the registry premises for not less than seven days.
- 31.** (1) Such transferee or other interested person may, if he thinks fit, summon the caveator, or the person on whose behalf such caveat has been lodged, to attend before the court to show cause why such caveat should not be removed.

Caveat against dealing with land

Particulars to be stated in caveat

Service of notices as to caveats

Effect of caveat against dealings

Notice of caveat to be given to persons affected

Removal of caveat and compensation

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(2) The court, upon proof that such person has been summoned, may make such order as seems just.

(3) Any person lodging any caveat without reasonable cause shall be liable to pay compensation to any person who may have sustained damage thereby.

32. Any caveat may be withdrawn by the caveator or by his attorney or agent under a written authority, and either as to the whole or any part of the land affected, or the consent of the caveator may be given for the registration of any particular dealing expressed to be made subject to the rights of the caveator.

Caveat may be withdrawn

PART V

RECTIFICATION OF TITLES: CANCELLATION OF ENTRIES AND CORRECTION OF DOCUMENTS

33. (1) If it appears to the registrar that any certificate of title or any other document registered under this Act contains any error or misdescription, he may order any person possessing such certificate or document to deliver up the same within the period stated in the said order for the purpose of it being rectified.

Wrongful or fraudulent entries or retention of documents

(2) Any person who without reasonable cause fails, neglects or refuses to deliver up any such certificate or document shall be liable to a fine not exceeding one hundred penalty units for each day during which such failure, neglect or refusal continues.

(3) Any person aggrieved by any order of the registrar may appeal to the court within thirty days of the receipt of a copy of any such order.

(As amended by Act No. 13 of 1994)

PART VI

TRUSTS

34. (1) Except as provided in subsection (2), no entry of any trust shall be made in the register or on any certificate of title, and any such entry, if made, shall have no effect.

No entry of trusts to be made on register except those specially authorised

(2) Trusts affecting land may be declared by any deed or document, and such deed or document may be registered in the register.

35. Section 12 of the Trustees Act, 1893, of the United Kingdom, shall not apply to land falling under the provisions of this Act, but whenever a new trustee is appointed to perform any trust in relation to such land, the person or persons in whom the legal interest in the land or the estates or interest comprised in such trust is vested shall forthwith transfer the same jointly to the persons who are the trustees as the result of such appointment.

Vesting in new trustees

PART VII

SPECIAL POWERS AND DUTIES OF REGISTRAR

36. In addition to any other powers conferred upon him under this Act, every registrar may exercise all or any of the powers following, that is to say:

Powers of Registrar

- (a) he may require the transferee of, or any other person interested in, any land in respect of which any transfer, transmission or other dealing is about to be registered to produce any certificate of title, mortgage, lease, sub-lease, underlease, will or other document in his possession relating to such land;
- (b) he may summon any such transferee or other person as aforesaid to appear and give any information or explanation respecting such land or any document affecting the title thereto, and if any such person without reasonable cause refuses or wilfully neglects to produce any such document or to give any information or explanation, he shall be guilty of an offence and shall be liable to a fine not exceeding five hundred penalty units or to imprisonment for a term not exceeding three months, or to both;
- (c) he may administer oaths and affirmations or take declarations in lieu thereof and for the purposes aforesaid every registrar is hereby constituted a Commissioner for Oaths.

(As amended by Act No. 13 of 1994)

PART VIII

IMPROVEMENT AREAS

37. (1) The Minister may by statutory order declare any area of land within the jurisdiction of a council to be an Improvement Area, and may at any time thereafter declare that the whole or part of the land comprised in the Improvement Area shall cease to be part of an Improvement Area:

Declaration of Improvement Areas

Provided that no land shall be declared to be an Improvement Area unless-

App.9

- (i) such land is held by the council in fee simple or by way of leasehold or a grant thereof has been made to the council in accordance with the provisions of the Zambia (State Lands and Reserves) Orders, 1928 to 1964; and
- (ii) a plan showing the particulars or details hereafter mentioned and duly approved by the Surveyor-General is deposited by the council with the Surveyor-General and the Registrar of Lands and Deeds.

(2) The plan referred to in paragraph (ii) of the proviso to subsection (1) may be in such form as the Minister may approve and shall be entitled "Improvement Area Plan" and shall contain, *inter alia*, the following particulars or details:

- (a) the name and description by which the Improvement Area is known or to be known;
- (b) the existing roads, if any;
- (c) the roads proposed to be constructed;
- (d) the existing areas for common user;
- (e) the proposed areas for common user;
- (f) the location of each building identified by a serial number.

(3) The provisions of sections *six* and *seven* and such other sections as the Minister may prescribe shall *mutatis mutandis* apply to land comprised in this Part.

38. Subject to the provisions of this Act, and notwithstanding anything to the contrary contained or implied in any written law or any document, a council may in an Improvement Area, with the approval of the Minister-

Subdivision and control of Improvement Areas

- (a) subdivide the land;
- (b) in accordance with the specifications prescribed by the National Housing Authority erect any building or effect any improvement on any piece or parcel of land;
- (c) carry out the construction and maintenance of roads, pathways, waterworks, drainage, sewerage and other works for public amenity as it may deem necessary or desirable.

39. (1) No person shall without a licence issued under this section and except in accordance with the conditions thereof, build, use, let, sell, create a lien or security or in any way deal with any dwelling or building erected on any piece or parcel of land.

Occupancy licence

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(2) The council may issue to any person a licence (hereinafter referred to as an occupancy licence) in respect of any piece or parcel of land in such form, subject to such conditions and on payment of such fees as may be prescribed:

Provided that not more than one occupancy licence shall be issued to any one person.

(3) Subject to the provisions of this Act every occupancy licence shall be valid for a period of not more than thirty years.

(4) Every occupancy licence and any other document relating to any dealing with land shall be registered in such manner as may be prescribed.

(5) The holder of an occupancy licence shall have such rights and obligations in respect of the piece or parcel of land to which the licence relates and in respect of any dwelling or other building erected thereon as may be prescribed.

(6) The council may, after giving not less than three months' notice in writing to the licensee, revoke an occupancy licence on any of the grounds following, that is to say:

- (a) the licensee has committed a breach of or failed to comply with any of the conditions of the licence; or
- (b) the licensee has failed to pay the fee prescribed for the licence.

(7) Any fees payable under this Part may be recovered as a civil debt.

PART IX

MISCELLANEOUS

40. (1) Every building erected and every improvement effected on any land to which this Act applies shall be in accordance with specifications approved by the National Housing Authority or by the council in whose jurisdiction such land is situated.

Construction of
buildings in Statutory
Housing Areas or
Improvement Areas

(2) The National Housing Authority may with the consent of the Minister make regulations prescribing the specifications for any building or improvement referred to in subsection (1).

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- 41.** Every signature to any document required or permitted to be registered under this Act shall be attested by the registrar. Attestation of signatures
- 42.** No registrar shall register any document purporting to transfer, deal in or affect any land unless the council in whose jurisdiction such land is situated is a party to the transaction recorded therein or has signified its consent to any such transaction. No dealing with land except with the council's consent
- 43.** In the event of a certificate of title being lost or destroyed, the transferee of the land to which such certificate of title relates may make a declaration, stating to the best of his knowledge and belief the facts of the case and the particulars of all transactions affecting such land or the title thereto, and the registrar, if satisfied as to the truth of such declaration, may issue to the transferee a provisional certificate of title in respect of such land: Loss of certificate of title
- Provided that the registrar shall, before issuing such provisional certificate, give at least thirty days' notice in the *Gazette* of his intention so to do.
- 44.** A person shall be guilty of an offence under this Act if he- Offences
- (a) without lawful authority uses or occupies any piece or parcel of land or building in any area to which this Act applies;
 - (b) demands or receives from any person in respect of a building or premises situated in any area to which this Act applies a rent, fee, purchase price or other charge in excess of the rent, fee, purchase price or other charges prescribed under this Act;
 - (c) erects any building or structure in any area to which this Act applies without the prior approval of the council within whose jurisdiction the land is situated;
 - (d) does or omits to do any act in contravention of any of the provisions of this Act.
- 45.** Unless otherwise expressly provided in this Act, any person found guilty of an offence under this Act shall be liable to a fine not exceeding five thousand penalty units or to imprisonment for a term not exceeding two years, or to both. Penalties
- (As amended by Act No. 13 of 1994)*
- 46.** The council registrar may submit for the decision of the court any question arising under this Act. Registrar may submit special case
- 47.** (1) The Minister may, by statutory instrument, make regulations for the better carrying into effect of the purposes of this Act. Regulations

(2) Notwithstanding the generality of the foregoing provision, the Minister may make regulations-

- (a) prescribing the form of application for search in the registry and the official certificate to be issued thereon;
- (b) prescribing the times during which any register may be searched and examined;
- (c) prescribing the fees payable upon registration of documents and in respect of searches and any other matters under this Act;
- (d) prescribing the form, the terms, and the conditions of any licence which may be issued under this Act, including the term or period for which such licence may be issued;
- (e) prescribing the name and description by which any Statutory Housing Area or Improvement Area may be known;
- (f) prescribing the area and dimensions of each piece or parcel of land in a Statutory Housing Area;
- (g) determining the rent that may be charged by any person entitled to let any building or premises;
- (h) determining the price at which any piece or parcel of land may be sold;
- (i) determining the terms and conditions under which a council or any other person may make a loan to any transferee of land;
- (j) prescribing the fees payable to a council in respect of any licence to be issued under this Act;
- (k) prescribing the terms and conditions which shall be implied in any document;
- (l) prescribing the method of identifying buildings in an Improvement Area;
- (m) prescribing anything which under this Act may or is to be prescribed.

48. The Acts set out in the Schedule shall not apply to any piece or parcel of land to which this Act applies.

Certain Acts not to apply to Statutory Housing Areas or Improvement Areas

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SCHEDULE

(Section 48)

NON-APPLICATION OF CERTAIN ENACTMENTS

1. The Lands and Deeds Registry Act (Cap. 185)
2. The Land Survey Act (Cap. 188)
3. The Rent Act (Cap. 206)
4. The Town and Country Planning Act (Cap. 283)

SUBSIDIARY LEGISLATION

HOUSING (STATUTORY AND IMPROVEMENT AREAS)

CAP. 194

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SECTION 4-THE STATUTORY HOUSING AREAS (DECLARATION) ORDERS

Orders by the Minister

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141 of 1997

1. These Orders may be cited as the Statutory Housing Areas (Declaration) Orders. Title

2. The area lying within the jurisdiction of the City Council of Lusaka and described in the First Schedule is hereby declared a Statutory Housing Area. City Council of Lusaka

The Laws of Zambia

3. The areas lying within the jurisdiction of the City Council of Kitwe and described in the Second Schedule are hereby declared Statutory Housing Areas. City Council of Kitwe

4. The areas lying within the jurisdiction of the City Council of Ndola and described in the Third Schedule are hereby declared Statutory Housing Areas. City Council of Ndola

5. The areas lying within the jurisdiction of the Municipal Council of Luanshya and described in the Fourth Schedule are hereby declared Statutory Housing Areas. Municipal Council of Luanshya

FIRST SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: CHILENJE SOUTH STAGE I

All that area of land shown bordered red on Plan No. A1264, approved by the Surveyor-General and dated 20th February, 1978, and deposited by the City Council of Lusaka with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 79 of 1978)

SECOND SCHEDULE

(Paragraph 3)

STATUTORY HOUSING AREA: NDEKE VILLAGE G

All that area of land shown bordered red on Plan No. TP/77/16, approved and signed by the Surveyor-General and dated 30th March, 1977, and deposited by the City Council of Kitwe with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 118 of 1977)

STATUTORY HOUSING AREA: NDEKE VILLAGE H

All that area of land shown bordered red on Plan No. TP/77/15, approved and signed by the Surveyor-General and dated 30th March, 1977, and deposited by the City Council of Kitwe with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 119 of 1977)

THIRD SCHEDULE

The Laws of Zambia

(Paragraph 4)

STATUTORY HOUSING AREA: NDEKE STAGE I

All that area of land approximately in extent 61.43 hectares, shown bordered red on the City Council of Ndola Plan No. 3/18/876, approved and signed by the Surveyor-General and dated 1st October, 1976, and deposited with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

STATUTORY HOUSING AREA: NDEKE STAGE I

All that area of land approximately in extent 91.43 hectares, shown bordered red on the City Council of Ndola Plan No. TP.2/18/876, approved and signed by the Surveyor-General and dated 7th October, 1976, and deposited with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 45 of 1977)

FOURTH SCHEDULE

(Paragraph 5)

STATUTORY HOUSING AREA: NDEKE STAGE II

All that area of land shown bordered red on Plan No. PL/48A, approved by the Surveyor-General and dated 26th July, 1977, and deposited by the Municipal Council of Luanshya with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 209 of 1977)

STATUTORY HOUSING AREA: MIKOMFWA WEST

All that area of land shown bordered red on Plan No. B/45A approved by the Surveyor-General and dated 31st January, 1979, and deposited by the Municipal Council of Luanshya with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 73 of 1979)

SECTION 37-THE IMPROVEMENT AREA (CHAWAMA COMPLEX) (DECLARATION) ORDER

*Statutory Instrument
146 of 1979*

Order by the Minister

1. This Order may be cited as the Improvement Area (Chawama Complex) (Declaration) Order. Title

The Laws of Zambia

2. The area lying within the jurisdiction of the City Council of Lusaka and described in the Schedule is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: CHAWAMA COMPLEX

All that area of land shown bordered red on Plan No. S31, approved by the Surveyor-General and dated 3rd October, 1978, and deposited by the City Council of Lusaka with the Surveyor-General and the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (NATUSEKO)
(DECLARATION) ORDER.

*Statutory Instrument
212 of 1979*

Order by the Minister

1. This Order may be cited as the Improvement Area (Natuseko) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kabwe Municipal Council and described in the Schedule hereto is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: NATUSEKO

All that area of land shown bordered red on Plan No. TA3 approved by the Surveyor-General and dated 2nd May, 1979, and deposited by the Kabwe Municipal Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (CHAWAMA)
(DECLARATION) ORDER.

*Statutory Instrument
213 of 1979*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Improvement Area (Chawama) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Kafue Township Council and described in the Schedule hereto is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: CHAWAMA

All that area of land shown bordered red on Plan No. 058/76, approved by the Surveyor-General and dated 12th June, 1979, and deposited by the Kafue Township Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

THE STATUTORY HOUSING AREA (LUBUTO)
(DECLARATION) ORDER.

*Statutory Instrument
232 of 1979*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Lubuto) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Ndola City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LUBUTO

All that area of land shown bordered red on Plan No. 4/15/277, approved by the Surveyor-General and dated 18th April, 1978, and deposited by the Ndola City Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

THE STATUTORY HOUSING AREA (LUKANGA)
(DECLARATION) ORDER.

Statutory Instrument
34 of 1980

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Lukanga) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kabwe Municipal Council and described in the Schedule hereto, is hereby declared a Statutory Housing Area. Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LUKANGA

All that area of land shown bordered red on Plan No. 1A33, approved by the Surveyor-General and dated 21st March, 1978, and deposited by the Kabwe Municipal Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (CHIKOLA B STAGE I) (DECLARATION)
ORDER.

Statutory Instrument
52 of 1980

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Chikola B Stage I) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Chingola Municipal Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: CHIKOLA B STAGE I

The Laws of Zambia

All that area of land shown bordered red on Plan No. 1138D, approved by the Surveyor-General and dated 4th January, 1979, and deposited by the Chingola Municipal Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (HELEN KAUNDA SUBURB) (DECLARATION) ORDER.

*Statutory Instrument
141 of 1980*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Helen Kaunda Suburb) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: HELEN KAUNDA SUBURB

All that area of land shown bordered red on Plan No. A1265, approved by the Surveyor-General and dated 8th November, 1979, and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (MUSHILI) (DECLARATION) ORDER.

*Statutory Instrument
142 of 1980*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Mushili) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Ndola City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

The Laws of Zambia

(Paragraph 2)

STATUTORY HOUSING AREA: MUSHILI

All that area of land bordered red on Plan/Drawing No. 4/19/877, approved by the Surveyor-General and dated 30th March, 1978, and deposited by the Ndola City Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KAMIRENDA)
(DECLARATION) ORDER.

Statutory Instrument
154 of 1980

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kamirenda) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Luanshya Municipal Council and described in the Schedule hereto, is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KAMIRENDA

All that area of land shown bordered red on Plan No. B/65, approved by the Surveyor-General and dated 18th August, 1980, and deposited by the Luanshya Municipal Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KABANANA COMPLEX) (DECLARATION)
ORDER.

Statutory Instrument
67 of 1981

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kabanana Complex) (Declaration) Order. Title

The Laws of Zambia

2. The area lying within the jurisdiction of the Lusaka District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KABANANA COMPLEX

All that area of land shown bordered green on Plan/Drawing No. S38 approved by the Surveyor-General and dated 13th January, 1981, and deposited by the Lusaka District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (EMMASDALE) (DECLARATION) ORDER. *Statutory Instrument 70 of 1980*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Emmasdale) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: EMMASDALE

All that area of land bordered green on Plan/Drawing No. S.39, approved by the Surveyor-General and dated 12th February, 1981, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (CHAISA COMPLEX) (DECLARATION) ORDER. *Statutory Instrument 92 of 1981*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Improvement Area (Chaisa Complex) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto, is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: CHAISA COMPLEX

All that area of land shown bordered green on Plan/Drawing No. 40 approved by the Surveyor-General and dated 15th April, 1981, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (GEORGE COMPLEX) (DECLARATION) ORDER. *Statutory Instrument 118 of 1981*

Order by the Minister

1. This Order may be cited as the Improvement Area (George Complex) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto, is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: GEORGE COMPLEX

All that area of land shown bordered green on Plan/Drawing No. 42 approved by the Surveyor-General and dated 7th August, 1981, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (LIBALA STAGE I) (DECLARATION) ORDER. *Statutory Instrument 59 of 1982*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Libala Stage I) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LIBALA STAGE I

All that area of land bordered red on Plan No. A1276 approved by the Surveyor-General and dated 30th December, 1981, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KANSUSWA STAGES A, B, C AND D) (DECLARATION) ORDER.

*Statutory Instrument
35 of 1983*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kansuswa Stages A, B, C and D) (Declaration) Order. Title
2. The areas lying within the jurisdiction of the Mufulira District Council and described in the Schedule hereto are hereby declared Statutory Housing Areas. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KANSUSWA STAGE A

All that area of land shown bordered red on Plan No. KSP/28, approved by the Surveyor-General and dated 18th January, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

The Laws of Zambia

STATUTORY HOUSING AREA: KANSUSWA STAGE B

All that area of land shown bordered red on Plan No KSP/29, approved by the Surveyor-General and dated 18th January, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

STATUTORY HOUSING AREA: KANSUSWA STAGE C

All that area of land shown bordered red on Plan No. KSP/30, approved by the Surveyor-General and dated 18th January, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

STATUTORY HOUSING AREA: KANSUSWA STAGE D

All that area of land shown bordered red on Plan No. KSP/31, approved by the Surveyor-General and dated 18th January, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (PAMODZI) (DECLARATION) ORDER.

*Statutory Instrument
45 of 1983*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Pamodzi) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Ndola Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that area of land shown bordered red on Plan No. 2/17/1276, approved by the Surveyor-General and dated 3rd March, 1983, and deposited by the Ndola Urban District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KAMUCHANGA STAGES A, B, C, D, E AND F) (DECLARATION) ORDER.

*Statutory Instrument
111 of 1983*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Kamuchanga Stages A, B, C, D, E and F) (Declaration) Order. Title
2. The areas lying within the jurisdiction of the Mufulira District Council and described in the Schedule hereto are hereby declared Statutory Housing Areas. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KAMUCHANGA STAGE A

All that area of land shown bordered red on Plan No. 2A/178, approved by the Surveyor-General and dated 5th April, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

STATUTORY HOUSING AREA: KAMUCHANGA STAGE B

All that area of land shown bordered red on Plan No. 2A/177, approved by the Surveyor-General and dated 5th April, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

STATUTORY HOUSING AREA: KAMUCHANGA STAGE C

All that area of land shown bordered red on Plan No. 2A/179, approved by the Surveyor-General and dated 5th April, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

STATUTORY HOUSING AREA: KAMUCHANGA STAGE D

All that area of land shown bordered red on Plan No. 2A/174, approved by the Surveyor-General and dated 5th April, 1983, and deposited by the Mufulira District Council with the Surveyor-General, the Commissioner of Lands, and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (DAMBWA NORTH) (DECLARATION) ORDER. *Statutory Instrument 134 of 1983*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Dambwa North) (Declaration) Order. Title

The Laws of Zambia

2. The area lying within the jurisdiction of the Livingstone District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: DAMBWA NORTH

All that area of land shown bordered green on Plan/Drawing No. 1032/1/L, approved by the Surveyor-General and dated 12th August, 1983, and deposited by the Livingstone District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (MATERO-SITE I) (DECLARATION) ORDER. *Statutory Instrument 28 of 1994*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Matero-Site I) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: MATERO-SITE I

All that area of land shown bordered green on Plan No. S/43, approved by the Surveyor-General and dated 7th August, 1981, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KABWATA-SITE 6) (DECLARATION) ORDER. *Statutory Instrument 29 of 1984*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Kabwata-Site 6) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KABWATA-SITE 6

All that area of land shown bordered green on Plan/Drawing No. S/41, approved by the Surveyor-General and dated 3rd July, 1981, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

THE STATUTORY HOUSING AREA (LUANGWA)
(DECLARATION) ORDER.

*Statutory Instrument
99 of 1985*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Luangwa) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Kitwe District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LUANGWA

All that area of land shown bordered red on Plan/Drawing No. TP/97/4B, approved by the Surveyor-General and dated 29th April, 1985, and deposited by the Kitwe District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

The Laws of Zambia

THE STATUTORY HOUSING AREA (BULANGILO)
(DECLARATION) ORDER.

Statutory Instrument
100 of 1985

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Bulangililo) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kitwe District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: BULANGILO

All that area of land shown bordered red on Plan/Drawing No. TP/87/39, approved by the Surveyor-General and dated 29th April, 1985, and deposited by the Kitwe District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (BULANGILO SOUTH EXTENSION)
(DECLARATION) ORDER

Statutory Instrument
101 of 1985

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Bulangililo South Extension) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kitwe District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: BULANGILO SOUTH EXTENSION

The Laws of Zambia

All that area of land shown bordered red on Plan/Drawing No. TP/87/39(A), approved by the Surveyor-General and dated 29th April, 1985, and deposited by the Kitwe District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

THE STATUTORY HOUSING AREA (TWTASHA)
(DECLARATION) ORDER.

*Statutory Instrument
102 of 1985*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Twtasha) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kitwe District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: TWTASHA

All that area of land shown bordered red on Plan/Drawing No. TP/83/21, approved by the Surveyor-General and dated 29th April, 1985, and deposited by the Kitwe District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (ELLAINE BRITTEL) (DECLARATION) ORDER.

*Statutory Instrument
52 of 1986*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Ellaine Brittel) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Livingstone District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

The Laws of Zambia

(Paragraph 2)

STATUTORY HOUSING AREA: ELLAINE BRITTEL

All that area of land shown bordered green on Plan/Drawing No. 995/L, approved by the Surveyor-General and dated the 7th February, 1986, and deposited by the Livingstone District Council with the Surveyor-General, the Commissioner of Lands and with the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (CHILENJE SOUTH
STAGE II) (DECLARATION) ORDER.

Statutory Instrument
110 of 1986

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Chilenje South Stage II) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: CHILENJE SOUTH STAGE II

All that area of land shown bordered red on Plan/Drawing No. A/1313, approved by the Surveyor-General and dated 2nd May, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KAUNDA SQUARE STAGE I) (DECLARATION)
ORDER

Statutory Instrument
111 of 1986

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kaunda Square Stage I) (Declaration) Order. Title

The Laws of Zambia

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area.

Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KAUNDA SQUARE STAGE I

All that area of land shown bordered red on Plan No. A/1280, approved by the Surveyor-General and dated 2nd May, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, Commissioner of Lands and the Registrar of Lands and Deeds.

THE STATUTORY HOUSING AREA (KAUNDA SQUARE STAGE II) (DECLARATION) ORDER.

Statutory Instrument
112 of 1986

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kaunda Square Stage II) (Declaration) Order.

Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area.

Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KAUNDA SQUARE STAGE II

All that area of land shown bordered red on Plan No. A1325, approved by the Surveyor-General and dated 2nd May, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (KALINGALINGA) (DECLARATION) ORDER.

Statutory Instrument
153 of 1986

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Improvement Area (Kalingalinga) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: KALINGALINGA

All that area of land shown bordered red on Plan/Drawing No. A.1314 approved by the Surveyor-General and dated 17th June, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (LIBALA STAGE II) (DECLARATION) ORDER. *Statutory Instrument 54 of 1987*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Libala Stage II) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LIBALA STAGE II

All that area of land shown bordered red on Plan No. A.1319 approved by the Surveyor-General and dated 31st October, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

The Laws of Zambia

SECTION 4-THE STATUTORY HOUSING AREA (LIBALA STAGE III) (DECLARATION) ORDER. *Statutory Instrument
55 of 1987*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Libala Stage III) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is declared a Statutory Housing Area. Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LIBALA STAGE III

All that area of land shown bordered red on Plan No. A.1320 approved by the Surveyor-General and dated 27th October, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (LIBALA STAGE IVA) (DECLARATION) ORDER. *Statutory Instrument
56 of 1987*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Libala Stage IVA) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule hereto is declared a Statutory Housing Area. Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: LIBALA STAGE IVA

The Laws of Zambia

All that area of land shown bordered red on Plan No. A.1318 approved by the Surveyor-General and dated 27th October, 1986, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (MUTENDE) (DECLARATION) ORDER.

*Statutory Instrument
71 of 1988*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Mutende) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Mansa District Council and described in the Schedule to this Order is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: MUTENDE

All that area of land known as Mutende, shown bordered red on Plan No. A/04/01/32/01/02A, approved by the Surveyor-General and dated 25th September, 1979, and deposited by the Mansa District Council and the National Housing Authority with the Surveyor-General and Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (CHAWAMA WEST) (DECLARATION) ORDER.

*Statutory Instrument
13 of 1989*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Chawama West) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule to this Order is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

The Laws of Zambia

STATUTORY HOUSING AREA: CHAWAMA WEST

All that area of land shown bordered red on Plan No. 1282, approved by the Surveyor-General and dated 1st November, 1988, and deposited by the Lusaka Urban District Council with the Surveyor-General, Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (EMMASDALE BANK HOUSING AREA)
(DECLARATION) ORDER.

Statutory Instrument
14 of 1989

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Emmasdale Bank Housing Area) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule to this Order is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: EMMASDALE BANK HOUSING AREA

All that area of land shown bordered red on Plan No. A1331, approved by the Surveyor-General and dated 14th March, 1988, and deposited by the Lusaka Urban District Council with the Surveyor-General, Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (MTENDERE)
(DECLARATION) ORDER.

Statutory Instrument
36 of 1990

Order by the Minister

1. This Order may be cited as the Improvement Area (Mtendere) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka Urban Council and described in the Schedule to this Order is hereby declared an Improvement Area. Declaration of Improvement Area

The Laws of Zambia

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: MTENDERE

All that area of land shown on Plan/Drawing No. A/1333 approved by the Surveyor-General and dated 9th October, 1989, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 37-THE IMPROVEMENT AREA (CHIPATA)
(DECLARATION) ORDER.

*Statutory Instrument
78 of 1990*

Order by the Minister

1. This Order may be cited as the Improvement Area (Chipata) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka Urban District Council and described in the Schedule to this Order is hereby declared an Improvement Area. Declaration of Improvement Area

SCHEDULE

(Paragraph 2)

IMPROVEMENT AREA: CHIPATA

All that area of land shown bordered red on Plan/Drawing No. A.1336 approved by the Surveyor-General and dated 18th January, 1990, and deposited by the Lusaka Urban District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

(No. 78 of 1990)

SECTION 4-THE STATUTORY HOUSING AREA (KAWAMA) (DECLARATION) ORDER.

*Statutory Instrument
101 of 1994*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kawama) (Declaration) Order. Title

The Laws of Zambia

2. The area lying within the jurisdiction of the City Council of Ndola and described in the Schedule to this Order is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent 101.1592 hectares more or less being Stand No. 5524, and all that piece of land in extent 48.7784 hectares more or less being Stand No. 4299 both situated at Ndola in the Copperbelt Province and bordered red on Drawing No. 1/16/1277, approved and signed by the Surveyor-General and dated 11th January, 1988 and deposited by the Ndola City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

All that area of land shown bordered red on Plan/Drawing No. 1132, approved by the Surveyor-General on the 30th August, 1994, and deposited by the Livingstone Municipal Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREAS (MUNDASE ESTATES) (DECLARATION) ORDER. *Statutory Instrument 144 of 1994*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Mundase Estates) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Livingstone Municipal Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: MUNDASE ESTATES

All that area of land shown bordered red on Plan/Drawing No. 1132, approved by the Surveyor-General on the 30th August, 1994, and deposited by the Livingstone Municipal Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KASHITU COMPOUND) (DECLARATION) ORDER. *Statutory Instrument 145 of 1994*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Kashitu Compound) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Livingstone Municipal Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

STATUTORY HOUSING AREA: KASHITU COMPOUND

All that area of land shown bordered red on Plan/Drawing No. 1174, approved by the Surveyor-General on the 30th August, 1994, and deposited by the Livingstone Municipal Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (GARDEN SITE 3) (DECLARATION) ORDER. *Statutory Instrument 160 of 1995*
Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Garden Site 3) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area
3. The improvement Area (Garden Site 3) (Declaration) Order, 1990, is hereby revoked. Revocation of S.I. No. 72 of 1990

SCHEDULE

(Paragraph 2)

All that area of land shown bordered red on Plan/Drawing No. A-1324, approved by the Surveyor-General and dated 27th April 1989, and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

The Laws of Zambia

SECTION 4-THE STATUTORY HOUSING AREA (GARDEN SITE 4) (DECLARATION) ORDER.

Statutory Instrument
161 of 1995

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Garden Site 4) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area
3. The Improvement Area (Garden Site 4) (Declaration) Order, 1990, is hereby revoked. Revocation of S.I. No. 73 of 1990

SCHEDULE

(Paragraph 2)

All that area of land shown bordered red on Plan/Drawing No. A-1323, approved by the Surveyor-General and dated 27th April 1989, and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (MATINANGALA SITE AND SERVICE, SIAVONGA TOWNSHIP) (DECLARATION) ORDER.

Statutory Instrument
140 of 1997

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Matinangala Site and Service, Siavonga Township) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Siavonga District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 35.84 hectares situated within Siavonga District Council area and shown bordered green on Plan No. SIA/12, approved and signed by the Surveyor-General and dated 11th March, 1997 and deposited by the Siavonga District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

The Laws of Zambia

SECTION 4-THE STATUTORY HOUSING AREA (MUTENDERE SITE AND SERVICE,
CHIRUNDU TOWNSHIP) (DECLARATION) ORDER.

Statutory Instrument
141 of 1997

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Mutendere Site and Service, Chirundu Township) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Siavonga District Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land shown in extent of 14.00 hectares more or less being stand No. 538 situated within Siavonga District Council area and shown bordered green on Plan No. SIA/10, approved and signed by the Surveyor-General, and dated 11th March, 1997 and deposited by the Siavonga District Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KWACHA TOWNSHIP) (DECLARATION)
ORDER.

Statutory Instrument
75 of 1996

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kwacha Township) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kitwe City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that area of land shown bordered red on Plan/Drawing No. TP/39/37 approved by the Surveyor-General on the 3rd May, 1996, and deposited by Kitwe City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds..

The Laws of Zambia

SECTION 4-THE STATUTORY HOUSING AREA (BUCHI TOWNSHIP) (DECLARATION) ORDER. *Statutory Instrument
77 of 1996*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Buchi Township) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Kitwe City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

All that area of land shown bordered red on Plan/Drawing No. TP/35/25 approved by the Surveyor-General on the 3rd May, 1996, and deposited by Kitwe City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KAMWALA) (DECLARATION) ORDER. *Statutory Instrument
85 of 1996*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kamwala Township) (Declaration) Order. Title

2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of
Statutory Housing
Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 28.778 hectares more or less being Stand No. 4807 situated within Lusaka City Council Planning Authority area and shown bordered red on Drawing No. A-1315, approved by the Surveyor-General and dated 11th September, 1989 and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (LIBALA STAGE II) (DECLARATION) ORDER *Statutory Instrument
86 of 1996*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Libala Stage II) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 17.0858 hectares more or less being Stand No. 11062 situated within Lusaka City Council Planning Authority area and shown bordered red on Drawing No. A-1319, approved by the Surveyor-General and dated 31st October, 1986 and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (LIBALA STAGE III) (DECLARATION) ORDER *Statutory Instrument 87 of 1996*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Libala Stage III) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 32.5153 hectares more or less being Stand No. 11063 situated within Lusaka City Council Planning Authority area and shown bordered red on Drawing No. A-1320, approved by the Surveyor-General and dated 27th October, 1986 and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (CHUNGA) (DECLARATION) ORDER. *Statutory Instrument 118 of 1996*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Chunga) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Lusaka City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area
3. The Improvement Area (Chunga) (Declaration) Order, 1990, is hereby revoked. Revocation of S.I. No. 71 of 1990

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 110.7789 hectares more or less being Stand No. 7398 situated within Lusaka City Council Planning Authority area and shown bordered red on Drawing No. A-1317, approved and signed by the Surveyor-General and dated 11th September, 1989 and deposited by the Lusaka City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (NDEKE TOWNSHIP) (DECLARATION) ORDER. *Statutory Instrument 119 of 1996*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Ndeke Township) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Kitwe City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that area of land shown bordered red on Plan/Drawing No. TP/71/14, approved by the Surveyor-General on the 28th May 1996, and deposited by the Kitwe City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (EAST OF KWACHA TOWNSHIP) (DECLARATION) ORDER. *Statutory Instrument 120 of 1996*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (East of Kwacha Township) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Kitwe City Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 52.0227 hectares more or less being Stand No. 4537 situated within Kitwe City Council Planning Authority area and shown bordered red on Plan/Drawing No. TP/88/22, approved by the Surveyor-General on 28th May, 1996 and deposited by the Kitwe City Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (KALULUSHI TOWNSHIP) (DECLARATION) ORDER. *Statutory Instrument 136 of 1996*

Order by the Minister

1. This Order may be cited as the Statutory Housing Area (Kalulushi Township) (Declaration) Order. Title
2. The area lying within the jurisdiction of the Kalulushi Municipal Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 17.4860 hectares more or less being Stand No. 1516 situated within Kalulushi Municipal Council area and shown bordered red on plan KAL/49, approved and signed by the Surveyor-General and dated 9th July, 1996 and deposited by the Kalulushi Municipal Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

SECTION 4-THE STATUTORY HOUSING AREA (CHAMBISHI TOWNSHIP) (DECLARATION) (NO. 2) ORDER. *Statutory Instrument 139 of 1996*

Order by the Minister

The Laws of Zambia

1. This Order may be cited as the Statutory Housing Area (Chambishi Township) (Declaration) (No. 2) Order. Title

2. The area lying within the jurisdiction of the Kalulushi Municipal Council and described in the Schedule hereto is hereby declared a Statutory Housing Area. Declaration of Statutory Housing Area

SCHEDULE

(Paragraph 2)

All that piece of land in extent of 17.0220 hectares more or less being Stand No. 885 situated within Kalulushi Municipal Council area and shown bordered red on an unnumbered plan, approved and signed by the Surveyor-General and dated 9th July, 1996 and deposited by the Kalulushi Municipal Council with the Surveyor-General, the Commissioner of Lands and the Registrar of Lands and Deeds.

THE HOUSING (STATUTORY AND IMPROVEMENT AREAS) REGULATIONS

PART I PRELIMINARY ARRANGEMENT OF REGULATIONS

PART I
PRELIMINARY

Regulation

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REGISTRATION OF TITLES

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3. Register
4. Certificate of search
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6. Certificate of title
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9. Determination of sub-lease or under-lease to be entered in register
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PART III MORTGAGESPART III
MORTGAGES

12. Form of mortgage
13. Mortgage to take effect as security
14. Powers of sale and transfer
15. Discharge of mortgage
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PART IV POWERS OF ATTORNEYPART IV
POWERS OF ATTORNEY

19. Form of power of attorney
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TRANSMISSIONS

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21. Death of transferee of land
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The Laws of Zambia

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28. General conditions of sale
29. General conditions of a sub-lease
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31. Form of occupancy licence
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33. Council to supply schedule of fees
34. Sale of improvements
35. Certain sections to apply to Improvement Areas
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FIRST SCHEDULE-Prescribed forms

SECOND SCHEDULE-General conditions of sale

THIRD SCHEDULE-Terms of a lease, etc.

FOURTH SCHEDULE-Mortgage terms

FIFTH SCHEDULE-Terms of occupancy

SIXTH SCHEDULE-Registration fees

SECTION 47-THE HOUSING (STATUTORY AND
IMPROVEMENT AREAS) REGULATIONS

Regulations by the Minister

Statutory Instrument
55 of 1975
108 of 1992
124 of 1993
Act No. 13 of 1994

PART I PRELIMINARYPART I

PRELIMINARY

1. These Regulations may be cited as the Housing (Statutory and Improvement Areas) Regulations. Title

PART II REGISTRATION OF TITLES PART II

REGISTRATION OF TITLES

2. The presentation book required to be kept by a council registrar pursuant to section *twelve* of the Act shall contain columns providing for the time and date of lodgement, serial number, brief description of property, nature of transaction, name of the person by whom a document is lodged, receiving officer's signature, date uplifted, signature of officer uplifting, and remarks. Presentation book

3. The register required to be kept by a council registrar pursuant to section *eleven* of the Act shall contain columns providing for the registered number of each document, date of the document, date of registration, names of parties (assignor, grantor, and assignee, grantee), consideration, nature of document, area, property description, and reference numbers. Register

4. The certificate of official search to be issued by a council registrar pursuant to section *twenty* of the Act shall contain the following certificate: Certificate of search

"This is to certify that an official search has this day been made in the council registry of the council of..... in pursuance of requisition No. dated the day of....., 19....., in respect of and that the following are the only entries relating thereto, subsequent to the day of"

and shall be dated and signed by the council registrar. The details of all relative documents shall be set out in columnar form, with columns provided respectively for the registered number of each document, date of the document, date of registration, names of parties (assignor, grantor, and assignee, grantee), nature of the document, area, property description, and reference numbers.

5. The requisition for an official search made pursuant to section *twenty* of the Act shall be in accordance with Form 1 of the First Schedule and shall be lodged with the council registrar along with the prescribed fee for such official search. Form of search

6. (1) The certificate of title to be issued by a council registrar pursuant to section *seven* of the Act shall be in accordance with Form 2 of the First Schedule. Certificate of title

(2) Upon the issue of a certificate of title in accordance with sub-regulation (1), all previous certificates of title with respect to the property concerned shall be delivered to the council registrar and cancelled by him.

(3) If a transfer purports to transfer the whole of the land mentioned in any certificate of title, the council registrar may, instead of cancelling such certificate as provided by sub-regulation (2), enter in the register and endorse on the certificate a memorandum of such transfer and deliver the certificate so endorsed to the transferee, and every certificate with such memorandum shall be as effectual for the purpose of evidencing the title and for all other purposes as if the old certificate had been cancelled and a new certificate had been issued to the transferee in his own name, and such process in lieu of cancellation may be repeated upon every transfer of the whole of the land, but where in the opinion of the council registrar any certificate cannot for want of space or other cause conveniently bear any further endorsement, he may require its cancellation and the issue of a new certificate.

(4) Where part only of the land is transferred, the council registrar shall apportion any rent or other annual payments payable to the council in respect of such land and shall enter on the certificate of title issued by him to the transferee and transferor the rent or the annual payments thereafter payable in respect of the part transferred and the remainder, respectively.

(5) Where either party is dissatisfied with the apportionment made by the council registrar, he may request the council registrar in writing to refer the question of apportionment to a court, and the council registrar shall thereupon refer the same accordingly.

7. (1) A transfer executed pursuant to section *seven* of the Act shall be in accordance with Form 3 of the First Schedule. Such transfer shall be executed by the transferor in original only, and shall refer to the grant, lease, or certificate of title of such land, and shall contain a description of the land by reference to the plot number of the relevant Statutory Housing Area Plan.

Form of transfer

(2) Upon the registration of any transfer of land, the interest of the transferor as set forth in such instrument and all rights, powers and privileges thereto belonging or appertaining shall vest in the transferee and such transferee shall thereupon become subject to and liable for all and singular of the same requirements and liabilities to which the transferor shall have been subject and liable if such transfer had not been made.

8. By virtue of every such transfer, the right to sue upon any mortgage or other instrument, and to recover any money or damages thereunder, and all interest in any such money or damages, shall be transferred so as to vest the same in the transferee thereof:

Rights of transferor to be vested in transferee

Provided that nothing herein contained shall prevent the court from giving effect to any trusts affecting the said money or damages in case the transferee holds the same in trust for any other person.

9. Where the transfer of land is by way of sub-lease or under-lease, the council registrar, upon proof to his satisfaction of lawful re-entry and recovery of possession by the sub-lessor or under-lessor, as the case may be, shall note the same by entry in the register, and the sub-lease or the under-lease, as the case may be, shall thereupon determine, but without releasing the sub-lessee or under-lessee from his liability in respect of the breach of any agreements in such sub-lease or under-lease expressed or implied.

Determination of sub-lease or under-lease to be entered in register

10. Whenever any sub-lease or under-lease, as the case may be, is intended to be surrendered, and the surrender thereof is effected otherwise than by operation of law, there shall be endorsed upon such sub-lease or under-lease, as the case may be, the word "surrendered", with the date of such surrender and such endorsement shall be signed by the sub-lessee, and the sub-lessor or by the under-lessee and the under-lessor, as the case may be, as evidence of the acceptance thereof, and shall be attested by the council registrar; the council registrar thereupon shall enter in the register a memorial recording the date of such surrender and shall likewise endorse upon the sub-lease or the under-lease a memorandum recording the fact of such entry having been made in the register and upon such entry having been so made, the interest of the sub-lessee or the under-lessee in such land shall vest in the sub-lessor or the under-lessor or in the person in whom, having regard to the intervening circumstances, if any, the said land would have been then vested if no such sub-lease or under-lease had ever been executed and the production of such sub-lease or under-lease or counterpart thereof bearing such endorsed memorandum shall be sufficient evidence that such sub-lease or under-lease has been so surrendered:

Surrender of sub-lease or under-lease to be entered in register

Provided that no sub-lease or under-lease subject to a mortgage shall be surrendered without the consent of the mortgagee.

11. Where a sub-lessee or under-lessee or his assignee has delivered to the sub-lessor or under-lessor or his agent the duplicate of the sub-lease or under-lease, accompanied by some writing signed by the sub-lessee or under-lessee or his assignee and attested in a manner evidencing his intention to give up possession of the land contained in such sub-lease or under-lease, the council registrar may, upon application to him by the sub-lessor or under-lessor and production of such evidence as the council registrar may require that the sub-lessee or under-lessee or his assignee has abandoned occupation of the land contained in the said sub-lease or under-lease, make an entry in the register of the surrender of such sub-lease or under-lease.

Abandonment of sub-lease or under-lease

PART III MORTGAGESPART III

MORTGAGES

12. Whenever any land is intended to be mortgaged or made security in favour of any person other than by way of deposit of documents of title, the mortgagor or if such mortgagor lacks legal capacity, the guardian or other person appointed by the court to act on his behalf in the matter shall execute the mortgage in Form 4 set out in the First Schedule, which must be registered.

Form of mortgage

13. A mortgage of any estate or interest in land shall have effect as security and shall not operate as a transfer or lease of the estate or interest thereby mortgaged, but the mortgagee shall have and shall be deemed always to have had the same protection, powers and remedies (including a power of sale, the right to take proceedings to take possession from the occupiers and the persons in receipt of rents and profits or any of them and in the case of land in leasehold, the right to receive any notice relating to the land the subject of the mortgage which under any law or instrument the mortgagor is entitled to receive) as if the mortgage had so operated as a transfer or lease of the estate or interest mortgaged.

Mortgage to take effect as security

14. (1) A power of sale of the whole or any part or parts of any property subject to a mortgage shall become exercisable by a mortgagee if any mortgage is made in the Form 4 set out in the First Schedule and the mortgage money payable thereunder has become due and the mortgage is not redeemed before sale, and every such power of sale shall be subject to the powers and obligations and other provisions relating to sales by mortgagees contained in the Conveyancing and Law of Property Act, 1881, of the United Kingdom, or any statutory modification thereof applicable in Zambia, but neither the council registrar nor any person purchasing for value from such a mortgagee shall be bound or concerned to see whether all or any of the provisions of that Act have been complied with or whether any money remains due under the mortgage.

Powers of sale and transfer

(2) A mortgagee exercising the said power of sale shall have power to transfer to the purchaser the whole estate or interest of the mortgagor in the property the subject of the mortgage freed from the right of redemption by the mortgagor and freed from all estates, interests and rights to which the mortgagee has priority, but subject to all estates, interests and rights which have priority to the mortgage.

(3) A transfer of mortgage shall not be registered unless such transfer is made in Form 5 set out in the First Schedule.

15. Upon the production of any mortgage having thereon an endorsement signed by the mortgagee and attested in the manner prescribed for the attestation of instruments discharging the land from the whole or part of the money secured or discharging any part of the land contained in such instrument from the whole of such moneys, or upon proof of the occurrence of the event upon which in accordance with the provisions of any mortgage, the money thereby secured shall cease to be payable, and upon proof that all arrears have been paid, satisfied or discharged, the council registrar shall make an entry in the register noting that such mortgage is discharged, wholly or partially or that part of the land is discharged as aforesaid, or that such mortgage is satisfied and discharged as the case may require, and upon such entry being so made the land mentioned or referred to in such endorsement as aforesaid, or other instrument evidencing that such mortgage is satisfied and discharged, shall cease to be subject or liable for such moneys, or for the part thereof, or subject to such mortgage, as the case may be, noted in such entry as discharged, and the council registrar shall, in any or either such case as aforesaid, endorse on the certificate of title of the land mortgaged a memorandum of the date to which such entry as aforesaid was made by him in the register, whenever such certificate is presented to him for that purpose.

Discharge of mortgage

16. (1) A mortgage may be created by the deposit of documents of title to land and shall be evidenced by an instrument in writing in Form 6 set out in the First Schedule, which shall be registered, and no charge by deposit of documents of title may be created in any way other than as specified in this regulation.

Mortgage by deposit of documents

(2) In this regulation "document of title" means a grant, a certificate of title, a registered mortgage, a lease, sub-lease or an under-lease.

(3) A mortgage created by the deposit of documents when registered shall render subject to the security thereof the same property as would have been affected by an equitable mortgage had the land comprised in the mortgage not been registered and had the transaction been effected by an equitable mortgage instead of by such mortgage.

17. A mortgage by way of deposit of documents may be discharged only by an instrument in writing in Form 7 set out in the First Schedule, which shall be registered, and no discharge may, except by an order of the court directing a council registrar to discharge such mortgage, be effected in any way other than as specified in this regulation.

Discharge of mortgage
by deposit of
documents

18. If any person is entitled to pay off the mortgage and the registered mortgagee is absent from Zambia, and there is no person authorised under a power of attorney to give a receipt for the money, it shall be lawful for the council registrar to receive such money with all arrears then due in trust for the person entitled thereto, and the council registrar shall make an entry in the register discharging such mortgage, stating the day and hour on which such entry is made, and such entry shall be a valid discharge for such mortgage and shall have the same force and effect as is hereinbefore given to a like entry when made upon production of the instrument of mortgage with the receipt of all the charges payable thereunder, and the council registrar shall endorse on the certificate of title and also on the instrument of mortgage, whenever the certificate and the instrument are brought to him for that purpose, the several particulars hereinbefore prescribed to be endorsed upon each of such instruments, respectively.

Discharge of mortgage
where mortgagee
abroad

PART IV POWERS OF ATTORNEYPART IV

POWERS OF ATTORNEY

19. The transferee of any land, if not a person under a legal incapacity, may appoint any person to act for him in respect of the transfer or other dealing with land in accordance with the Act by executing a power in Form 8 set out in the First Schedule, and a duplicate or an attested copy thereof shall be deposited with the council registrar, who shall enter in the register a memorandum of the particulars therein contained and of the date and hour of its deposit with him:

Form of power of
attorney

Provided that a power of attorney validly executed before the commencement of the Act shall be registrable under this regulation but nothing in this regulation contained shall make valid a power or any transaction under it otherwise invalid.

20. Any such power of attorney may be revoked by an instrument of revocation in Form 9 set out in the First Schedule, and after the registration of any revocation of the power of attorney the council registrar shall not give effect to any transfer or other instrument signed pursuant to such power:

Form of revocation of
power of attorney

Provided that a revocation of any power of attorney referred to in the proviso to regulation 19 shall be registrable under this regulation.

PART V TransmissionsPART V

TRANSMISSIONS

21. Whenever the transferee of any land dies, the representative of the deceased transferee shall, before any dealing with such land, make an application in writing to the council registrar of the council within whose registry the land is situated and registered, to be registered as a transferee, and shall produce to the council registrar the probate or letters of administration, and thereupon the council registrar shall enter in the register a memorial of the date of the probate or letters of administration, the date and hour of the production of the same to him and the date of the death of such transferee, where the same can be ascertained, and shall add the words "as representative" after the name of the person to whom such probate or letters of administration was granted; and such probate or letters of administration was granted; and upon such entry being made the representative shall be deemed to be the transferee of such land or such part thereof as for the time being remains undisposed of, and the council registrar shall note the fact of such registration by memorandum on the probate or letters of administration:

Death of transferee of land

Provided that the title of the representative to such land shall relate back and take effect as from the date of the death of the deceased transferee.

22. Whenever any mortgage, lease, sub-lease or under-lease affecting land is transmitted in consequence of the death of the transferee thereof, the probate or letters of administration, accompanied by an application in writing from the representative claiming to be registered as transferee in respect of such mortgage, lease, sub-lease or under-lease shall be produced to the council registrar, who shall thereupon enter in the register, and on the instrument evidencing title to the mortgage, lease, sub-lease or under-lease transmitted, the date of the issue of probate or letters of administration as aforesaid, the date and hour of the production of the same to him and the date of the death of such transferee, where the same can be ascertained, with such other particulars as he may deem necessary; and upon such entry being made the representative shall be deemed to be the transferee of such mortgage, lease, sub-lease or under-lease and the council registrar shall note the fact of such registration by memorandum under his hand on the document evidencing the issue of probate or letters of administration.

Death of transferee of charge or lease

23. Any person registered as the representative of a deceased person shall hold the land in respect of which he is registered for the purpose to which the same is applicable according to equity and good conscience, and subject to any trusts upon which the deceased transferee held the same, but for the purpose of any registered dealings with such land he shall, subject to the provisions of the Act, be deemed to be the absolute transferee thereof.

Representative to hold property subject to trusts affecting it

24. (1) No execution or notice of sale for the recovery of any rent due in respect of the piece or parcel of land in question shall affect such piece or parcel of land until the council registrar of the council within whose registry such land is situated and registered is served with a copy of the warrant of execution or notice of sale, as the case may be, accompanied by a statement signed by the party interested, or by his agent, specifying the land sought to be affected thereby, and after marking upon such copy the time of such service, enters a notice thereof in the register.

Transmission after execution

(2) Such entry shall operate as a caveat against any alienation other than in pursuance of the said warrant or notice of sale while the same remains in force, and after any land so specified has been sold under any such warrant or notice of sale the council registrar shall, on receiving a transfer thereof in Form 10 set out in the First Schedule, make an entry thereof in the register and, on such entry being made, the purchaser shall be deemed the transferee of such land:

Provided that, until such entry of notice has been made as aforesaid, no sale or transfer under any such warrant or notice of sale shall be valid as against a *bona fide* purchaser for value without notice of such sale or transfer.

(3) Upon production to the council registrar of sufficient evidence of the satisfaction of any warrant, a copy whereof has been served as aforesaid, or of the payment of the arrears in respect of which the notice of sale, or copy thereof has been served as aforesaid and of the interest and expenses, he shall cause an entry to be made in the register to that effect, and on such entry being made such warrant or notice of sale shall cease to affect any land specified as aforesaid unless a transfer upon a sale under such warrant or notice of sale is registered within six months from the date on which the copy is served.

25. Whenever the court has made any order preferring as transferee of land any person other than the registered transferee thereof, the council registrar, on being served with a duly authenticated copy of such order, shall enter in the register and on the instrument evidencing title to the said land the date of the said order, the date and hour of its production to him, and the name and description of the person in whom the said order purports to vest the said land, and such person shall thereupon be deemed to be the transferee of such land, and unless and until such entry is made the said order shall not affect such land.

Transmission to transferee preferred by court

PART VI GENERALPART VI

GENERAL

26. A caveat lodged with the council registrar pursuant to section *twenty-six* of the Act shall be in Form 11 set out in the First Schedule, and shall be verified by the oath of the caveator or his agent, and shall contain an address within Zambia at which notices may be served.

Form of caveat

27. A summons issued by a council registrar pursuant to section *thirty-six* of the Act shall be in Form 12 set out in the First Schedule. Form of summons

28. (1) Where an agreement is made according to Form 13 in the First Schedule for the sale and purchase of any parcel of land in a Statutory Housing Area, or where any other agreement for sale and purchase of land is expressed to be made pursuant to the Act, such agreement shall have the same effect as if it contained the general conditions of sale set out in the Second Schedule. General conditions of sale

(2) The parties to any such agreement as is referred to in sub-regulation (1) may introduce into or annex to such agreement any express exceptions from or express qualifications to the general conditions of sale contained in the Second Schedule.

(3) Where the word "vendor" or "seller" or similar form of words occurs in any such agreement as is referred to in sub-regulation (1), it shall be deemed to include the heirs, executors, administrators, successors and assigns of such party; and where the word "purchaser" or "buyer" or similar form of words occurs in any such agreement, it shall be deemed to include the heirs, executors, administrators, successors and assigns of such party.

29. (1) Where a sub-lease is made according to Form 14 in the First Schedule, or where any other such sub-lease is expressed to be made in pursuance of the Act, and such sub-lease contains any form of words set out in Column One of the Third Schedule, such sub-lease shall have the same effect as if it contained the provisions set out in Column Two of the Third Schedule. General conditions of a sub-lease

(2) The parties to any such sub-lease as is referred to in sub-regulation (1) may introduce into or annex to any form of words in Column One any express exceptions therefrom or express qualifications thereto.

(3) Proviso 12 and covenants 2 to 9 of the Third Schedule shall be deemed to be made with and to apply to the lessor, his executors, administrators, successors and assigns.

(4) Where the word "lessor" occurs in Column Two it shall include the executors, administrators, successors and assigns of the lessor; and where the word "lessee" occurs in Column Two it shall include the executors, administrators, successors and assigns of the lessee.

(5) The word "lessor" where the context so requires shall be read and construed as "sub-lessor", and the word "lessee" as "sub-lessee".

The Laws of Zambia

(6) Any lease or sub-lease or part thereof which fails to take effect by virtue of these Regulations shall nevertheless bind the parties thereto as if these Regulations had not been issued.

(7) Unless the contrary is expressly stated in the sub-lease, all covenants not to assign or sub-let without leave entered by a sub-lessee in any sub-lease under the Act shall run with the land demised, and shall bind the heirs, executors, administrators, successors and assigns of the sub-lessee whether mentioned in the sub-lease or not, unless by the terms of the sub-lease or otherwise it is expressly provided to the contrary; and the proviso for re-entry contained in the Third Schedule aforementioned, when inserted in a sub-lease shall apply to a breach of either an affirmative or negative covenant.

30. (1) Where a mortgage of a leasehold interest in land is made according to Form 4 in the First Schedule or where any other mortgage is expressed to be made pursuant to the Act, and such mortgage contains the form of words set out in Column One of the Fourth Schedule such mortgage shall have the same effect as if it contained the form of words set out in Column Two of the said Schedule:

General conditions of a mortgage

Provided that where a blank occurs in Column Two that column shall be read as if it were filled in with the words that supply the place of the blank in the corresponding form in Column One.

(2) The parties to any such mortgage as referred to in sub-regulation (1) may introduce into or annex to any of the forms in Column One any express exceptions therefrom or other express qualifications thereto.

31. An occupancy licence issued under the Act shall be substantially in Form 15 of the First Schedule.

Form of occupancy licence

32. (1) An occupancy licence shall have the same effect as if it contained the form of words contained in the Fifth Schedule and every occupancy licence shall be issued expressly subject to the terms and conditions set forth in the said Schedule.

Effect of occupancy licence

(2) Subject to the approval of the Minister, a council may introduce into or annex to any such occupancy licence any express exceptions therefrom or express qualifications thereto.

33. Where a council requests the Minister to declare an area of land to be a Statutory Housing Area or an Improvement Area, such council shall supply to the Minister a proposed schedule of fees proposed to be charged by the council to the lessees or occupants of the proposed area in respect of services provided or to be provided for such lessees or for such proposed area, including any charges for water and for sewerage service, and in respect of any charges in lieu of rates:

Council to supply schedule of fees

Provided that such proposed fees and charges shall not become effective unless and until these shall have been approved by the Minister or his authorised officer, who may amend such fees and charges as and in such manner as he shall deem advisable; and if a council does not suggest a schedule of fees to be charged as aforesaid, the Minister may state the amount of such fees and charges as he shall deem advisable.

34. (1) If the holder of an occupancy licence shall have agreed to sell his improvements on the land included in the occupancy licence, such sale shall be subject to the approval of the council, and the parties shall apply to the council to issue to such purchaser of improvements a new occupancy licence, such application to be in accordance with Form 16 of the First Schedule.

Sale of improvements

(2) If the council shall consent to the transfer of such occupancy licence, the council registrar shall either enter in the register and issue to the purchaser of improvements a new licence, in which event the existing licence shall be delivered up to the council registrar to be cancelled by him; or shall enter in the register and endorse on the occupancy licence a memorandum of such transfer, in which event the council registrar shall deliver to the transferee the occupancy licence so endorsed, and for all purposes of the Act such endorsed occupancy licence shall be as effectual as if the old occupancy licence had been cancelled and a new occupancy licence had been issued to the transferee in his own name; and such last mentioned process in lieu of cancellation may be repeated upon every transfer of the occupancy licence.

(3) Upon the registration of any transfer of an occupancy licence, the interest of the transferor as set forth in such occupancy licence, and all rights, powers and privileges thereto belonging or appertaining shall vest in the transferee, and such transferee shall thereupon become subject to and liable for all and singular of the same requirements and liabilities to which the previous holder of the occupancy licence shall have been subject and liable if such transfer had not been made.

35. The following sections of the Act shall apply *mutatis mutandis* to Improvement Areas so declared by the Minister, that is to say: sections *eight* to *twenty-five* inclusive, and sections *thirty-three* to *thirty-six* inclusive; and where any one or more of such sections refers to land or an interest in land, the same shall be read and construed as referring to the rights and duties under an occupancy licence.

Certain sections to apply to Improvement Areas

36. The following forms contained in the First Schedule shall, with any necessary changes, be used in dealing with occupancy licences in an Improvement Area, that is to say, Forms 8, 9, 11, 12 and 13:

Certain forms to apply to occupancy licence

Provided that where in such forms there is reference to land, piece or parcel of land, or an interest in land, there shall be substituted for such words "occupancy licence" or the appropriate form of such words.

37. (1) If the holder of an occupancy licence shall have agreed to mortgage or charge his improvements on land included in such occupancy licence, such mortgage or charge shall be subject to the approval of the council, and shall be in accordance with Form 17 of the First Schedule.

Form of charge

The Laws of Zambia

(2) If the council shall consent to such mortgage or charge, such consent shall be endorsed thereon, and the council registrar shall enter in the council registry a memorandum thereof.

38. The fees to be charged by and paid to a council registrar shall be those set forth in the Sixth Schedule; and each council registrar shall keep and maintain a proper account of all such sums of money received by him in accordance with the Act, and shall account for such sums of money in such manner as may be prescribed by the council concerned.

Registration fees

FIRST SCHEDULE

PRESCRIBED FORMS

FORM 1
(Regulation 5)

APPLICATION FOR SEARCH

I require to make a search in the Council Registry of the Council of.....
.....for all entries of any
(name of council)

matter or documents whereof entries are made in such Registry relating to the following:

(a) the land comprising Plot (or House) Number.....
according to Statutory Housing Area Plan (or Improvement Area Plan)
Number.....

(b) said to be registered in the name of.....

Dated the.....day of....., 19.....

.....
Applicant

CERTIFICATE OF TITLE

Council Registry of Council
Annual Rent of kwacha and ngwee
Register volume folio

This certificate dated the day of one
thousand nine hundred and under the hand and seal of
the Council Registrar of

WITNESSETH that
of

is a sub-tenant or sub-lessee for the unexpired residue of a term of
..... years from the day of
..... one thousand nine hundred and
from the

(name of the council)

subject to the provisions of the Housing (Statutory and Improvement Areas) Act, 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

on the plan a photostat copy whereof is annexed to a grant dated the
..... day of one
thousand nine hundred and

registered in the Registry of Deeds in Lusaka as No.

.....
Council Registrar

MEMORANDUM OF SPECIAL CONDITIONS AND ENCUMBRANCES

1. Grant dated the day of
one thousand nine hundred and

2.

3.

4.

TRANSFER

I,
of
being registered as a sub-tenant or a sub-lessee or a transferee (subject to the provisions of the Housing (Statutory and Improvement Areas) Act and this regulations made thereunder, and to such special conditions and encumbrances as are notified by memorandum endorsed hereon), and to the annual rent of K.....n.....
of ALL THAT piece or parcel of land numbered.....
on the plan a photostat copy whereof is annexed to a grant dated the day
of one thousand nine hundred and
..... and more fully described in a certificate of
title dated the day of
one thousand nine hundred and registered in
the council register of
.....
(*name of the council*)
in volume and folio
(together with all the buildings and improvements being thereon) in consideration of the sum of kwacha
paid to me by of
the receipt of which sum I hereby acknowledge, do hereby transfer to the said

.....
all my right, title and interest in the said piece of land (together with all the buildings and improvements being thereon).
In witness whereof I have hereunto subscribed my name this.....
day of 19.....
Signed in the presence of

.....
(*name*) }
.....
(*address*) }
.....
(*Signature*)

MEMORANDUM OF SPECIAL CONDITIONS AND ENCUMBRANCES

1. Grant dated the day of
one thousand nine hundred and
2.
3.
4.

CONSENT

.....
(*name of the council*)
hereby consents to the within written transfer.
.....
Council Registrar

MORTGAGE

I,....., being registered as the transferee (sub-lessee or sub-tenant) (subject to the provisions of the Housing (Statutory and Improvement Areas) Act and the regulations made thereunder, and to such special conditions and encumbrances as are notified by memorandum endorsed hereon, and to the annual rent of K.....n.....) of ALL THAT piece or parcel of land numbered..... on the plan a photostat copy whereof is annexed to a grant dated the..... day of.....one thousand nine hundred and and more fully described in a certificate of title dated the.....one thousand nine hundred and.....registered in the council register of

(name of the council)

in volume..... and folio..... (together with all the buildings and improvements being thereon) in consideration of the sum of..kwacha lent and advanced to me by.....of.....

....., the receipt whereof I hereby acknowledge, do hereby agree:

First that I will pay to him the said..... (full name)

the above sum of.....kwacha in the manner following, that is to say-

- (a) a sum of.....kwacha on the.....day of.....one thousand nine hundred and.....
(b) a sum of.....kwacha on the.....day of.....one thousand nine hundred and.....
(c)
(d) the balance, namely the sum of.....kwacha on the day of.....one thousand nine hundred and.....

Secondly that I will pay interest on the said sum at the rate of..... kwacha per centum per annum by equal payment of K.....n.....on the.....day of every.....

(insert month or quarter or half-year or year)

the first of such payments to be made on the.....day of

.....next. Thirdly.....

The Laws of Zambia
(set forth special stipulations if any)

.....
.....

AND, for the better securing to the said.....
the repayment in manner aforesaid of the principal sum and interest, I hereby charge and mortgage all my right, title and interest in the said piece or parcel of the land together with all the buildings and improvements being thereon with such principal sum and interest.

In witness whereof I have hereunto signed my name this.....
day of....., 19.....

Signed by the above-named in the presence
of..... } (Signature)

MEMORANDUM OF SPECIAL CONDITIONS AND ENCUMBRANCES

1. Grant dated the.....day of.....
one thousand nine hundred and.....
2.
3.
4.

TRANSFER OF MORTGAGE

I, being the registered owner of a mortgage registered in council registry in volume..... and folio..... ALL THAT piece or parcel of land numbered..... on the plan a photostat copy whereof is annexed to a grant dated the..... day of..... one thousand nine hundred and..... and more fully described in a certificate of title dated the..... day of..... one thousand nine hundred and registered in the council register of.....

(name of council)

.....in volume.....folio.....(together with all buildings and improvements being thereon) and the said mortgage is herewith presented in consideration of the sum of K..... this day paid to me by..... of..... the receipt of which sum I hereby acknowledge, do hereby transfer to the said..... the said mortgage and all my rights, powers and remedies therein contained or implied.

In witness whereof I have hereunto subscribed my name, this..... day of....., 19

.....(Transferor)

Accepted.....(Transferee)

The signature of the transferor was made in my presence the.....day of....., 19....., and I verily believe that such signature is of the proper handwriting of the person described as.....



.....
.....

The signature of the transferee was made in my presence the.....day of....., 19, and I verily believe that such signature is of the proper handwriting of the person described as



.....

CONSENT

.....
(name of the council)

hereby consents to the within written transfer.

MEMORANDUM OF MORTGAGE BY DEPOSIT OF DOCUMENT OF TITLE

TITLE NUMBER.....

Certificate of title dated the..... day of.....one thousand nine hundred and..... registered in the council register of..... in volume..... and
(name of the council)

folio.....relating to that piece or parcel of land number..... on the plan a photostat copy whereof is annexed to a grant dated the..... day of.....one thousand nine hundred and..... and more fully described in the said certificate of title was deposited by....., of P.O. Box No. (Mortgagor) with....., of P.O. Box No. (Mortgagee) by way of mortgage on the..... day of....., 19.....

The Mortgagor and Mortgagee hereby certify that the amount hereby secured is..... kwacha/uncertain, and the mortgage acknowledges to have received the document of title.

Dated this..... day of..... 19.....

Signed in the presence of:

.....
Postal address.....
Description



Signature or Common Seal of Mortgagor:

.....

Signed in the presence of:

.....
Postal address.....
Description



Signature or Common Seal of Mortgagee:

.....

CONSENT

.....

(name of the council)

hereby consents to the within written mortgage.

.....
Council Registrar

MEMORANDUM OF DISCHARGE OF MORTGAGE BY DEPOSIT OF DOCUMENTS OF TITLE

TITLE NUMBER.....

The mortgage by deposit of document of title registered as No.
was discharged on the day of 19,
in so far as it relates to the piece or parcel of land numbered.....
on the plan a photostat copy whereof is annexed to a grant dated the.....
day of..... one thousand nine hundred and and
more fully described in a certificate of title dated the day of
..... one thousand nine hundred and registered in
the council register in volume.....

(name of the council)

and folio

It is hereby certified that-

(a) the greatest amount at any time thereby secured was.....
kwacha;

(b) this is a partial discharge.

Dated this..... day of..... 19.....

Signed in the presence of:

.....

Postal address.....

.....

Description



Signature or Common
Seal of Mortgagor:

.....

POWER OF ATTORNEY

I,, do hereby appoint my attorney to sell and transfer to any person all or any lands, sub-leases, under-leases and mortgages or any right, title and interest in such lands whether now belonging to me or which shall hereafter belong to me under or by virtue of the Housing (Statutory and Improvement Areas) Act and the regulations made thereunder, or of which I am now or shall hereafter be the transferee under the said Act; also to mortgage all or any such lands, sub-leases or under-leases for any sum at any rate of interest; also to sublet or underlet any such lands for any term of years, not exceeding forty years in possession, at any rent; also to surrender or obtain or accept the surrender of any sub-leases or under-leases in which I am or may be interested; also to exercise and execute all powers which are or shall hereafter be vested in or conferred on me as a sub-lessee or mortgagee under the said Act (or otherwise according to the nature and extent of the powers intended to be conferred), and for me, and in my name, to sign all such transfers and other instruments and to do all such acts, matters and things as may be necessary or expedient for carrying out the powers hereby given and for recovering all sums of money that are now or may become due or owing to me in respect of the premises, and for enforcing or varying any contracts, agreements or conditions binding upon any under-lessee, tenant or occupier of the said lands, or upon any other person in respect of the same, and for recovering and maintaining possession of the said lands and for protecting the same from waste, damage or trespass.

Dated this..... day of, 19.....

Signed by the said:.....

.....
in the presence of.....

.....



.....
(Signature)

REVOCATION OF POWER OF ATTORNEY

I,of
.....hereby revoke the
power of attorney given by me to
.....dated theday
of.....19.....

Signed by the said:.....
in the presence of.....
.....



.....

(Signature)

TRANSFER OF SUB-LEASE

I,
being registered as the sub-lessee or sub-tenant pursuant to a sub-lease dated
the.....day of one thousand nine
hundred and registered in the Registry of Deeds at
Lusaka in volume.....and folio.....or
pursuant to-

* (1) An order for sale made by thecourt at
.....on theday of.....
.....one thousand nine hundred and

* (2) A sale by virtue of power contained in the mortgage dated
theday ofone thousand
nine hundred and

* (3) A sale of my right, title and interest under sub-lease dated
theday of.....one thousand
nine hundred andand to such special conditions
and encumbrances contained therein as are notified by memorandum
written hereon, and to the annual rent of K.....

.....of ALL THAT piece or parcel of land numbered.....
.....on the plan a photostat copy whereof is annexed
to the said grant (together with all the buildings and improvements being
thereon) do hereby transfer by way of sub-lease to
.....of in consideration of
kwacha the said piece of land (together with all the buildings and
improvements being thereon) to be held by him, the said.....
.....as sub-lessee or sub-tenant for the unexpired term of
..... years from theday
of..... one thousand nine hundred and
.....at the yearly rent of K.....n.....
payable.....

(insert terms of payment of rent)

subject to the following other terms and conditions
.....
.....

I,
of
do hereby accept this subject to the conditions, restrictions and stipulations above set forth or referred to.

*Delete where necessary

.....
(Signature of Sub-Lessee or Sub-Tenant)

.....
(Signature of Lessee or Tenant)

Signed by the said Sub-Lessee or Sub-Tenant in the presence of.....

.....
Signed by the said Lessee or Tenant in the presence of

The Laws of Zambia

MEMORANDUM OF SPECIAL CONDITIONS AND ENCUMBRANCES

1. Grant dated theday of
one thousand nine hundred and
2.
.....
3.
.....
4.
.....

CAVEAT FORBIDDING REGISTRATION OF DEALING WITH LAND

To: The Council Registrar
Council Registry
.....Council

TAKE NOTICE that I,.....,
of
(at which address within Zambia notices may be served), claiming-
(1).....
.....
in (2).....
.....
forbid the registration of any dealing with the said land-

*(a) absolutely; or

*(b) unless the transaction be expressed to be subject to the claim of the caveator.

Dated thisday of.....,19.....
(Signed).....

I,.....,of
.....,make oath and
say*/affirm* that to the best of my knowledge and belief the claim above referred to is true.

Sworn atthisday of
.....19.....

Before me:

.....

- (1) Nature of registrable interest claimed in land.
- (2) Particulars of land.
- * Delete whichever is not applicable.

SUMMONS

In the Matter of the Housing (Statutory and Improvement Areas) Act and the regulations made thereunder:
.....is hereby summoned to appear
before me at the..... on the.....
day of..... 19....., at..... hours in the
..... noon, then and there to be examined at the instance
of..... concerning.....
and the said..... is hereby required to
bring with him and produce at the time and place aforesaid.....
....., and all other writings and documents in his
(describe documents)
custody and power in anyway relating to the said land or premises.
Given under my hand this day of.....
19.....

.....
Council Registrar

STATUTORY CONTRACT FOR SALE AND PURCHASE BEING THE FORM PROVIDED

TO BE ADOPTED IN CONTRACTING TO SELL AND PURCHASE LAND

An agreement made the day of
19..... in pursuance of the Housing (Statutory and Improvement Areas) Act
betweenof
..... (hereinafter called "the Vendor") of the one part and
.....of
..... (hereinafter called "the Purchaser") of the other part.

Whereby it is agreed that the Vendor will sell and the Purchaser will purchase all that
leasehold property described in the Schedule hereto at the price of
kwacha of lawful money of Zambia upon the terms and conditions set out in the Second Schedule to the regulations issued
under the said Act, and the Vendor and the Purchaser do on their respective parts agree to complete the said sale and
purchase on the said terms and conditions subject to the consent of the council.

The following are the special terms and conditions:

As witness the hands of the parties hereto or their duly authorised agents the day and year first above written.

Signed by.....
in the presence of: }
Signed by..... }
in the presence of: }

SCHEDULE

(Description of the Property)

All that leasehold property being.....
.....

STATUTORY LEASE BEING THE FORM PROVIDED TO BE ADOPTED IN LEASING OR
SUB-LETTING LAND UNDER THE HOUSING (STATUTORY AND IMPROVEMENT AREAS) ACT

This lease, made the..... day of.....,
19....., in pursuance of the Housing (Statutory and Improvement Areas) Act,
.....of.....
(called "the lessor")

of the First Part, and between.....
(called "the lessee')

of.....of the Second Part. Witnesseth that
in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the lessee, the
lessor doth demise and lease unto the lessee, his heirs, executors, administrators, successors and assigns all that
leasehold property described in the Schedule hereto, to have and to hold the said demised premises for and during the
term of.....

to be computed from the day of.....,
19....., and from thenceforth next ensuing and fully to be complete and ended, yielding
and paying therefor.....and every

.....during the said term unto the lessor, his heirs,
executors, administrators, successors or assigns the sum of..... kwacha
of lawful money of Zambia payable on the following days and times, that is to say,

onthe first of such payments to become due
and be made on theday of
next. The lessee hereby covenants and agrees with the lessor.....

..... as witness the hands of the parties hereto or
their duly authorised agents the day and year first above written.

SCHEDULE

(Description of the Property)

All that leasehold property being.....
.....

COUNCIL OF THE.....,OF.....

OCCUPANCY LICENCE IN AN IMPROVEMENT AREA

The Council of theof.....does hereby grant to.....a licence to occupy the land under and immediately adjoining House (or Shop) Number....., inImprovement Area.

Subject to the terms and conditions contained in the Housing (Statutory and Improvement Areas) Act and any amendments thereto and regulations made thereunder, and in particular subject to the terms and conditions contained in the Fifth Schedule appended to the said regulations, and to such other terms and conditions as may be enumerated on the reverse side of this licence.

The term of the within licence shall be for the period of years from the date hereof, and shall be extended for the further period of years from the date of expiry of this licence provided that the occupant has observed all terms of this licence and of such regulations and by-laws as may be declared or enacted with respect to the physical improvement of dwellings within the said Improvement Area.

.....
Date and Place

.....
Licensing Officer

.....
Occupant

REQUEST TO TRANSFER OCCUPANCY LICENCE

I hereby request the Council of.....to transfer
unto.....
(name of council)
(proposed transferee) (his address), of.....the licence
of occupation issued to me and being No..... in the council register of the said
council and being related to land identified as No..... according to Improve-
ment Area No.....

I warrant that the total and only consideration being paid to me by the said proposed
transferee for all of my improvements on the said land iskwacha in money
or in money value.

If the said council transfers the licence as herein requested I do hereby release and discharge the said council, its
successors and assigns, from all actions and causes of action which I or my executors, administrators, successors or
assigns might ever have in relation to the said occupancy licence or in any way relating thereto.

Dated the.....day of.....,19.....

.....
Applicant

.....
Address

MORTGAGE OR CHARGE OF OCCUPANCY LICENCE

I, being the holder of Occupancy Licence No..... relating to land identified as No.....according to Improvement Area No..... (subject to the provisions of the Housing (Statutory and Improvement Areas) Act and the regulations made thereunder, and to such special conditions as are notified by memorandum endorsed hereon, and to the annual rent of K.....) in consideration of the sum of.....kwacha lent and advanced to me by..... of....., the receipt whereof I hereby acknowledge, do hereby agree: First that I will pay to the said.....

(full name)

the above sum ofkwacha in the manner following, that is to say-

- (a) a sum ofkwacha on the day ofone thousand nine hundred and
(b) a sum ofkwacha on the day ofone thousand nine hundred and
(c)
(d) the balance, namely the sum ofkwacha on theday ofone thousand nine hundred and.....

Secondly that I will pay interest on the said sum at the rate of.....kwacha per centum per annum by equal payments of K..... n..... on theday of.....every (insert month or quarter or half-year or year) the first of such payments to be made on theday ofnext.

Thirdly.....

(set forth special stipulations if any)

and for the better security to the saidthe repayment in manner aforesaid of the principal sum and interest, I hereby charge and mortgage all my rights in the said occupancy licence together with all the buildings and improvements being thereon with such principal and interest.

In witness whereof I have hereunto signed my name this..... day of 19.....

The Laws of Zambia

Signed by the above named in the presence of:

.....	}
(Name)		(Signature)
.....		
(Address)		
.....		
(Signature)		

MEMORANDUM OF SPECIAL CONDITIONS

- 1.....
-
- 2.....
-
- 3.....
-

CONSENT

The council of.....
(name of council)
hereby consents to the within written mortgage or charge.

.....
Council Registrar

SECOND SCHEDULE

(Regulation 28)

GENERAL CONDITIONS OF SALE

General Conditions of Sale deemed to be included in any contract for the sale and purchase of leasehold land pursuant to the Housing (Statutory and Improvement Areas) Act, except for those terms and conditions expressed to the contrary in any such contract.

Interpretation

1. (a) These conditions shall be known as "the Statutory Housing Areas General Conditions of Sale".

(b) In these conditions where the context admits:

- (i) "Abstract of Title" shall include copies of deeds and documents which would normally be abstracted.
- (ii) "The Contract" means any contract incorporating these Conditions or any of them, by reference thereto, and includes the Particulars and Special Conditions, if any, used in connection with the contract.
- (iii) "Conveyance" includes Assignment.
- (iv) Words importing the masculine gender include the feminine and neuter genders, words importing the singular include the plural and where there are two or more persons included in the expressions "the Vendor" and "the Purchaser" any covenant or agreement made or to be made by either the Vendor or the Purchaser by virtue of these conditions shall be made jointly and severally.
- (v) The expressions "the Vendor" and "the Purchaser" include the persons deriving title under them respectively.
- (vi) References to the Special Conditions include references to the Particulars.

(c) Where the last day for doing any act or taking any step would but for this provision be a Public Holiday, Sunday or Saturday then such last day shall be the next following working day.

(a) The Marginal notes hereto shall not affect the construction hereof.

Deposit

2. (a) Unless the Special Conditions otherwise expressly provide, a deposit of ten per centum of the purchase money shall be paid on the exchange of contracts.

(b) Such deposit is to be paid to the Vendor's Solicitor as stakeholder for the parties.

Completion

3. (a) The purchase shall be completed on the date fixed by the Special Conditions or, if no date is so fixed, the date six weeks from the date of the Contract.

(b) Completion shall take place at the office of the Vendor's Solicitor mentioned in the Contract, or if so required by the Vendor at the office of the Vendor's Mortgagee or such Mortgagee's Solicitor, if any. If there is no such Solicitor, completion shall take place at the office of the Purchaser's Solicitor.

The Laws of Zambia

(c) (i) On actual completion of the purchase the Purchaser shall be entitled to possession or receipt of the rents and profits of the property as from the day fixed for completion and shall be liable to all outgoings as from that date, such rents profits and outgoings to be apportioned if necessary to the following provisions hereof:

- (ii) insurance premiums shall not be apportioned except as hereinafter provided;
- (iii) rates shall be apportioned according to the period for which they are intended to provide wherever possible;
- (iv) where completion takes place after the end of the period for which the last rate was made and before the new rate has been ascertained, the rate to be apportioned shall be deemed to be at the same rate per kwacha as was the last rate;
- (v) where a rates clearance certificate is required the same shall be obtained by and at the expense of the Vendor;
- (vi) where completion takes place at the office of the Vendor' Solicitor, the purchase money or any part thereof shall be paid free of any bank commission or other charges but if such commission or charges become payable or are increased by reason of the fact that the completion takes place otherwise than at such office, the same or such increase, as the case may be, together with the Purchaser's reasonable costs and expenses of attending such completion shall be borne by the Vendor.

Interest

4. (a) Except in a case to which Condition 5 applies, if from any cause whatever (save as hereinafter mentioned) the completion of the purchase is delayed beyond the date fixed for completion, the purchase money (or if a deposit has been paid, the balance thereof) shall bear interest at the rate (if any) specified in the Special Conditions, and if no rate is so specified at the rate of eight per centum per annum from the date fixed for completion to the date of actual payment thereof, provided that, unless the delay in completion is attributed solely to the Purchaser's own act or default, the Purchaser may-

- (i) at his own risk deposit the purchase money, or where a deposit has been paid, the balance thereof, at any bank in Zambia; and
- (ii) forthwith give to the Vendor or his Solicitor notice in writing of such deposit and in that case the Vendor shall (unless and until there is further delay in completion which is attributable solely to the Purchaser's own act or default) be bound to accept the interest, if any, allowed thereon, as from the date of such deposit instead of the interest accruing after such date which would otherwise be payable to him under the foregoing provisions of this Condition.

(b) No interest under paragraph (a) of this Condition shall become payable by a Purchaser if and so long as delay in completion is attributable to-

The Laws of Zambia

- (i) default by the Vendor in deducing title in accordance with the Contract;
- (ii) any other act or default of the Vendor or his Mortgagee.

(c) In respect of any period during which interest is payable under paragraph (a) of this Condition the Vendor shall, instead of any similar right at law or equity, have the option of taking, instead of the said interest, the rents and profits or an apportioned part thereof (as the case requires) less the outgoings or an apportioned part thereof.

Occupation before completion

5. If the Purchaser, not being in occupation as a tenant or lessee, is let into occupation before completion takes place then, in the absence of agreement to the contrary, from the date of his going into occupation the following shall apply:

- (a) the Purchaser shall be the licensee of the Vendor and not the tenant;
- (b) the Purchaser shall keep the property in as good repair and condition as when occupation was given;
- (c) the Purchaser shall pay interest at the rate of eight per centum per annum upon the purchase-money or the unpaid balance thereof and pay or indemnify the Vendor against all outgoings and expenses, including the cost of insurance, in respect of the property;
- (d) the Purchaser shall not be deemed thereby to have accepted the Vendor's title;
- (e) if the contract is rescinded or discharged, the Purchaser shall give up possession forthwith in as good repair and condition as aforesaid.

Abstract

6. (a) The Vendor shall deliver to the Purchaser an Abstract of Title within ten days of the date of the Contract.

(b) The Purchaser shall deliver in writing all requisitions or objections upon or to the title, the Abstract and the Contract, as regards matters not thereby specifically provided for, within fourteen days of the delivery of the Abstract and, subject to such requisitions and objections, the title shall be deemed to be accepted.

(c) The Abstract, though in fact imperfect, shall be deemed perfect, for the purpose of any objections or requisitions which could not have been taken or made on the information therein contained.

(d) Replies to any such requisition or objection shall be answered in writing within seven days of the date of delivery of such requisitions or objections and if not so answered the Vendor shall be deemed to agree to the requisition or to accept the objection.

(e) A reply to any objection or requisition shall be answered in writing within seven days after the delivery thereof and if not so answered shall be considered satisfactory.

(f) Time shall be of the essence of this Condition in all respects.

Rescission

7. (a) If the Purchaser continues to make any requisition or objection as to title which the Vendor shall be unable or on the grounds of unreasonable expense unwilling to remove or comply with and does not withdraw the same within ten days of being required in writing so to do the Vendor may rescind the Contract.

(b) Upon such rescission the Vendor shall return the deposit but without interest and the Purchaser shall return the Abstract and all papers belonging to the Vendor and shall have no claim against the Vendor for costs, compensation or otherwise.

Leaseholds

8. (a) The title to leasehold property shall commence with the lease or underlease creating the term or interest sold.

(b) Such lease or underlease having been made available for the inspection of the Purchaser, the Purchaser (whether he has inspected the same or not) shall be deemed to have notice of all the contents and such notice shall not be affected by any partial, incomplete or inaccurate statement in the Contract.

(c) Where the term or interest sold is created by an underlease the Purchaser shall make no objection on the ground that the conditions and covenants in the underlease do not correspond with those in the superior lease provided that the provisions of the underlease substantially give effect to the provisions of the superior lease.

The Laws of Zambia

(d) Where licence to assign must be obtained the Vendor shall apply for such licence immediately after the Contract is made and pay any fee necessary to be paid in respect of such licence and shall use his best endeavours to obtain the same; in the event of the Vendor being unable to obtain such licence to assign within eight weeks from the date of the Contract either party may rescind the Contract and thereupon the provisions of Conditions 5 (e) and 7 (b) shall apply.

(e) The Purchaser shall give to the reversioner at his own expense any notice required to be given after completion.

Acknowledgment for production

9. The Purchaser shall not object to the absence or insufficiency of any covenant or acknowledgment or undertaking for the production of documents.

Diagrams and beacons

10. (a) The Purchaser shall accept the identity of the property as shown on the diagram or other approved plan relating to the same and shall, if he so requires, have the beacons and boundaries pointed out to him at his own expense by a land surveyor. Any missing beacons shall be replaced at the expense of the Vendor.

Condition of property

(b) A Purchaser shall be deemed to purchase with full notice of the actual state and condition of the property, whether as to the state of repair, means of access, enjoyment of light and air or otherwise, and shall take the same as it stands.

Requirements of authorities

11. (a) Where before the date of the Contract the Vendor has notice of any requirement of any local or public authority or other person or body lawfully making the same which will or may involve the expenditure of money then (unless the Contract is made subject thereto) if the Vendor fails to show that before the Contract was made the Purchaser received (whether by the Contract or otherwise) notice in writing of any such requirements, the Purchaser may by notice in writing given to the Vendor or his Solicitors rescind the Contract and thereupon Conditions 5 (e) and 7 (b) shall apply.

(b) Where notice of any such requirement is received by the Vendor after the date of the Contract then-

- (i) the Vendor shall forthwith give notice thereof to the Purchaser and give him the opportunity of satisfying the same as far as it may be practicable to do so without giving possession before completion;
- (ii) if the Vendor has expended money for the purpose of satisfying such notice or requirement before completion the Purchaser shall on completion pay to the Vendor the money so expended with interest at the rate of eight per centum per annum from the date of such expenditure;
- (iii) if and so far as the requirement has not been satisfied before the completion of the purchase the Purchaser shall keep the Vendor indemnified against all liability for the payment of any money payable as a result of the same and the Purchaser shall give a covenant for such indemnity.

Vacant possession

12. Except as otherwise stated in the particulars or the special conditions vacant possession of the property will be given upon completion.

Subdivision

13. Where the property is a subdivision of a piece of land owned by the Vendor-

- (a) all expenses of the subdivision and survey of the property and the approval of any diagram or plan and the marking-off fees and the application for a Provisional Certificate or Certificate of Title in respect of any other portion of such piece of land shall be borne by the Vendor;
- (b) the diagram or (where the same is permitted to be used by the responsible authority) the approved plan shall be available for inspection at the offices of the Vendor's Solicitor and shall be delivered on loan to the Purchaser with the Abstract;
- (c) where an approved plan is used to complete the Contract any expenditure in connection with the substitution of a diagram for such plan incurred after the date of completion shall be borne by the Purchaser unless the use of such plan is caused by delay on the part of the Vendor or his surveyor in carrying out the survey and obtaining approval of the diagram;
- (d) the Purchaser shall not object to the use of an approved plan instead of a diagram.

Private townships

The Laws of Zambia

(b) The amount of compensation (if any) shall be determined by the person agreed on or nominated to settle disputes as provided in Condition 26 and the decision of such person thereon shall be conclusive and binding on the Vendor and the Purchaser and his costs shall be paid by the party against whom the decision of the person is made or as he shall direct.

Unsurveyed land

20. Where the particulars of the property do not describe the property by reference to an approved plan or diagram, and subject to anything to the contrary contained in the special conditions-

- (a) the parties shall appoint a land surveyor to undertake the survey and demarcation of the property and the beacons thereof and in default of agreement between the parties a land surveyor shall be appointed by the person agreed or nominated to settle disputes as provided by Condition 26;
- (b) all parties shall be deemed to have agreed to the instructions given to the land surveyor so appointed and any discrepancy between the description of the property in the particulars and the area calculated as a result of the beacons made and the boundaries demarcated by him shall not annul the sale but the area so calculated by the land surveyor so instructed or appointed shall be deemed to be the piece of land agreed to be sold;
- (c) no adjustment shall be made to the purchase price by virtue of any discrepancy between the quantity of property as shown in the particulars and that apparent from such survey.

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Purchaser's default

21. (a) If a Purchaser shall fail to perform his part of the Contract the Vendor may give to the Purchaser or his Solicitor at least fourteen days' notice in writing specifying the default complained of and requiring the Purchaser to make good the same before the expiration of such notice.

(b) If the Purchaser does not comply with the terms of such notice the deposit (if any) shall be forfeited to the Vendor; the Vendor may resell the property without previously tendering a conveyance to the Purchaser; and the Contract shall, without prejudice to the Vendor's right to resume possession (if given up) and recover documents belonging to him, become void but the following provisions of this Condition shall apply.

(c) Any resale, however effected, may be made at such time and subject to such conditions and in such manner as the Vendor may think proper.

(d) If within one year from the expiration of such notice the Vendor shall suffer a loss as a result of such resale by reason of diminution of price, the Purchaser shall pay to the Vendor the amount of such loss as liquidated damages, after receiving credit for the deposit, but any surplus on such resale shall be retained by the Vendor.

(e) On any resale or attempted resale by auction the property may be bought in by or on behalf of the Vendor.

(f) On any resale or attempted resale made in good faith within such year the Purchaser shall pay to the Vendor all expenses and disbursements reasonably incurred in such resale or attempted resale as liquidated damages, after receiving credit for the deposit.

(g) In favour of a purchaser for value acting at the time of the contract of resale in good faith any resale by the Vendor appearing to the Purchaser thereunder to be made in good faith under the provisions of this Condition shall be valid and effective notwithstanding that as between the parties to this Contract the Vendor may not be entitled to resell under this Condition or that the Purchaser on the resale may have made no inquiry as to the Vendor's right to resell or that this Contract may have been registered; but, if the resale is unauthorised or improper or irregular, any person indemnified shall have his remedy in damages against the Vendor.

Caveat and memorials on rescission

22. Where by virtue of these Conditions the Contract is rescinded or has become void the Purchaser shall forthwith and at his own expense remove or cancel any caveat or memorial relating thereto in any register or certificate of title or provisional certificate.

Indemnity

23. Where after completion of the purchase-

- (a) the Vendor;
- (b) the estate of any testator or intestate of whom the Vendor is personal representative; or
- (c) any trust estate of which the Vendor is trustee;

will remain liable, whether directly or by way of indemnity, in respect of a breach of-

- (i) any existing restrictive covenant or stipulation affecting the property sold; or
- (ii) any existing positive covenant or provision relating to the property sold;

then if in the Contract or the Special Conditions the property is expressed to be sold subject to any such covenant, stipulation or provision, the Purchaser in his conveyance shall covenant thenceforth to observe and perform the same, and keep the Vendor and his estate and effects, or the estate and effects of such testator or intestate, or the trust estate, as the case may be, indemnified from all claims in respect of the said covenant, stipulation or provision, so far as the same relates to the property conveyed to him:

Provided that unless the Vendor of such estate as aforesaid is interested in the observance or performance of such existing covenant, stipulation or provision, apart from his or its liability for such observance or performance, the covenant by the Purchaser shall be by way of indemnity only.

Restrictive covenants

24. (a) Where the Contract provides that any restrictive or other covenant or stipulation shall be imposed on the property or any part thereof or shall be entered into by a Purchaser, he shall in the conveyance covenant with the Vendor and, if so required, with any legal mortgagee joining the conveyance, that the Purchaser and the person deriving title under him to property to be affected, will, for the benefit of which the covenant or stipulation is made, observe and perform the same.

(b) Where the Contract provides that an owner of the property to be affected by any restrictive covenant or stipulation shall not be liable for any breach thereof if it occurs after he has parted with all his interest in the property in regard to which the breach occurs, a provision to that effect shall be inserted in the Conveyance; but, unless and so far as the Special Conditions expressly provide to the contrary, that provision shall not extend to the liability of the Purchaser and his estate and effects as

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THIRD SCHEDULE

(Regulation 29)

TERMS OF A LEASE, ETC.

The Laws of Zambia

Abbreviated and Extended Terms, respectively, of a lease or sublease or underlease made in pursuance of the Housing (Statutory and Improvement Areas) Act.

Column One

1. The said lessee covenants with the said lessor:
2. To pay rent.
3. And to pay rates.
4. And to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
5. And to keep up fences.
6. And not to cut down timber.
7. And that the said lessor may enter and view state of repair: and that the said lessee will repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
8. And will not assign or sublet without leave.

Column One

9. And that he will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
10. Provided, that the lessee may remove his fixtures.

Column Two

1. And the said lessee doth hereby covenant with the said lessor in the manner following, that is to say:
2. That he, the said lessee, will during the said term, pay unto the said lessor the rent hereby reserved, in manner hereinbefore mentioned, without any deduction whatsoever.
3. And also will pay all rates, duties and assessments whatsoever, whether municipal, parliamentary or otherwise, now charged or hereafter to be charged upon the said demised premises, or upon the said lessor on account hereof.
4. And also will, during the said term, well and sufficiently repair, maintain, amend and keep the said demised premises with the appurtenances in good and substantial repair, and all fixtures and things thereto belonging, or which at any time during the said term shall be erected and made by the lessor, when, where, and so often as need shall be, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
5. And also, will from time to time, during the said term, keep up the fences and walls of or belonging to the said premises, and make new any parts thereof that may require to be new-made in a good and husbandlike manner and at proper seasons of the year.
6. And also will not at any time during the said term hew, fell, cut down or destroy, or cause or knowingly permit or suffer to be hewed, felled, cut down or destroyed, without the consent in writing of the lessor, any timber or timber trees.
7. And that it shall be lawful for the lessor and his agents, at all reasonable times during the said term, to enter the said demised premises to examine the condition thereof: and further that all want of reparation that upon such view shall be found, and for the amendment of which notice in writing shall be left at the premises, the said lessee will, within three calendar months next after such notice, well and sufficiently repair and make good accordingly, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
8. And also that the lessee shall not, nor will during the said term, assign, transfer or set over or otherwise by any act or deed procure the said premises or any of them to be assigned,

Column Two

- transferred, set over or sub-let unto any person or persons whomsoever without the consent in writing of the lessor first had and obtained, but such consent shall not unreasonably be withheld.
9. And further, that the lessee will, at the expiration, or other sooner determination of the said term, peaceably surrender and yield up unto the said lessor the said premises hereby demised with the appurtenances, together with all the buildings, erections and fixtures erected or made by the lessor thereon, in good and substantial repair and condition, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
 10. Provided and it is hereby expressly agreed that the lessee may at or prior to the expiration of the term hereby granted, take, remove and carry away from the premises hereby demised all fixtures, fittings, plant, machinery, utensils, shelving, counters, safes or other articles upon the said premises in the nature of trade or tenants' fixtures or other articles belonging to or brought upon the said premises by the said lessee but the lessee shall in such removal do no damage to the said premises, or shall make good any damage which he may occasion thereto.

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FOURTH SCHEDULE

(Regulation 30)

MORTGAGE TERMS

Abbreviated and Extended Terms, respectively, of a mortgage of a leasehold interest in land in pursuance of the Housing (Statutory and Improvement Areas) Act.

Column One

1. And the said wife of the said mortgagor hereby binds her dower in the said lands.

2. Provided this mortgage to be void on payment of kwacha of lawful money of Zambia, with interest at per cent as follows: and taxes and performance of statute labour.

3. The said mortgagor covenants with the said mortgagee.

Column Two

1. And the said wife of the said mortgagor for and in consideration of the sum of one hundred kwacha of lawful money of Zambia to her in hand paid by the said mortgagee at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted and released, and by these presents doth grant and release unto the said mortgagee, his heirs, executors, administrators, successors and assigns all her dower and right and title which in the event of her surviving her said husband, she might or would have dower, in, to, or out of the lands and premises hereby conveyed or intended so to be.

2. Provided always and these presents are upon this express condition that if the said mortgagor, his heirs, executors, administrators, successors or assigns, or any of them do and shall well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators, successors or assigns the just and full sum of (*amount of principal money*) of lawful money of Zambia with interest thereon at the rate of (*rate of interest*) per cent per annum on the days and times and in the manner following, that is to say (*terms of payments of principal and interest*), *without* any deduction or abatement, and do and shall also pay any taxes, rates, levies, charges or assessments upon the said lands or in respect thereof no matter by whom or by what authority imposed which the said mortgagee, his executors, administrators, successors or assigns shall have paid or shall have been rendered liable to pay, and do and shall also pay all such other sums as the said mortgagee, his executors, administrators, successors or assigns may be entitled to by virtue of these presents, then these presents and everything in the same shall be absolutely null and void; but nothing in this proviso or these presents shall make the mortgagor, his heirs, executors, administrators, successors or assigns liable to pay to the mortgagee, his executors, administrators, successors or assigns any tax, rate or charge imposed upon the mortgagee, his heirs, executors, administrators, successors or assigns in respect of the mortgage money or in respect of the devolution of the interest of the said mortgagee in the said lands or mortgage money.

3. And the said mortgagor doth hereby, for himself, his heirs, executors, administrators, and successors covenant, promise and agree to and with the said mortgagee, his heirs, executors, administrators, successors and assigns, in manner following, that is to say:

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4. That the mortgagor will pay the mortgage money and interest, and observe the above proviso.

Column One

5. That the mortgagor has a good title to the said lands.

6. And that he has the right to convey the said lands to the said mortgagee.

7. And that on default the mortgagee shall have quiet possession of the said lands.

8. Free from all encumbrances.

9. And that the said mortgagor will execute such further assurances of the said lands as may be requisite.

Column One

4. That the said mortgagor, his heirs, executors, administrators and successors or some or one of them shall and will well and truly pay or cause to be paid unto the said mortgagee, his executors, administrators, successors or assigns, the said sum of money in the above proviso mentioned, with interest for the same as aforesaid, at the days and times and in the manner above limited for payment thereof, and shall and will in everything well, faithfully and truly do, observe, perform, fulfil and keep all and singular the provisions, agreements

Column Two

and stipulations in the said above proviso particularly set forth, according to the true intent and meaning of these presents, and of the said above proviso.

5. And also, that the said mortgagor, at the time of the sealing and delivery hereof, is, and stands solely, rightfully and lawfully seised of a good, sure, perfect, absolute and indefeasible estate of inheritance, of and in the lands, tenements, hereditaments and all and singular other the premises hereinbefore described, with their and every of their appurtenances and of and in every part and parcel thereof without any manner of trust, reservation, limitation proviso or condition, except those contained in the original grant matter thereof from the President or any other or thing to alter, charge, change, encumber or defeat the same.

6. And also, that the said mortgagor now hath in himself good right, full power and lawful and absolute authority to convey the said lands, tenements, hereditaments, and all and singular other the premises hereby conveyed or hereinbefore mentioned or intended so to be, with their and every of their appurtenances unto the said mortgagee, his heirs, executors, administrators, successors and assigns, in manner aforesaid, and according to the true intent and meaning of these presents.

7. And also, that from and after default shall happen to be made of or in the payment of the said sum of money, in the said above proviso mentioned, or the interest thereof, or any part thereof, or of or in the doing, observing, performing, fulfilling or keeping of some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents, and of the said above proviso, then, in every such case, it shall and may be lawful to and for the said mortgagee, his heirs, executors, administrators, successors and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, with their appurtenances, without the let, suit, hindrance, interruption or denial of him the said mortgagor, his heirs, executors, administrators, successors or assigns and any other person or persons whomsoever.

8. And that free and clear and freely and clearly acquitted, exonerated and discharged of or from all arrears and assessments whatsoever due from, upon or in respect of the said lands, tenements, hereditaments and premises or any part thereof and of and from all former conveyances, mortgages, rights, annuities, debts, executions and recognizances, and of and from all manner of other charges or encumbrances whatsoever.

9. And also, that from and after default shall happen to be made or the payment of the said sum of money in the said proviso mentioned, or the interest thereof, or any part of such money or interest in the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations in the said above proviso particularly set forth, contrary to the true intent and meaning of these presents and of the said proviso, then and in every such case the said mortgagor, his heirs, executors,

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administrators, successors and assigns and all and every other person or persons whosoever having, or lawfully claiming any, or who shall or may have or lawfully claim any estate, right, title, interest or trust of, in, to or out of the lands, tenements, hereditaments, and premises hereby conveyed or mentioned or intended so to be, with the appurtenances or any part thereof, by, from, under or in trust for him the said mortgagor, his heirs, executors, administrators, successors or assigns shall and will, from time to time, and at all times thereafter, at the proper costs and charges of the said mortgagee, his heirs, executors, administrators, successors and assigns, make, do, suffer and execute, or cause or procure to be made, done, suffered and executed all and every such further and other reasonable act, or acts, deed or deeds, devises, conveyances, and assurances in the law for the further, better and more perfectly and absolutely conveying and assuring the said lands, tenements, hereditaments and premises, with the appurtenances, unto the said mortgagee, his heirs, executors, administrators, successors and assigns, as by the said mortgagee, his heirs, executors, administrators, successors or assigns, or his or their counsel learned in the law shall or may be lawfully and reasonably advised or required, but so as no person who shall be required to make or execute such assurances shall be compelled, for the making or executing thereof to go or travel from his usual place of abode.

10. And that the said mortgagor will produce the title documents enumerated hereunder, and allow copies to be made at the expense of the mortgagee.

10. And also, that the said mortgagor, his heirs, executors, administrators, successors and assigns shall and will, unless prevented by fire or inevitable accident, from time to time, and at all times hereafter, at the request and proper costs and charges in the law of the said mortgagee, his heirs, executors, administrators, successors or assigns at any trial or hearing in any action or otherwise as occasion shall require, produce all, every or any instrument or writing thereunder written for the manifestation, defence and support of the estate, title and possession of the said mortgagee, his heirs, executors, administrators, successors and assigns, of, in, to, or out of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, and at the like request, costs and charges shall and will make and deliver, or cause or procure to be made and delivered, unto the said mortgagee, his heirs, executors, administrators, successors and assigns true and attested or other copies or abstracts of the same instruments and writings respectively, or any of them, and shall and will permit and suffer such copies and abstracts to be examined and compared with the said original documents by the said mortgagee, his heirs, executors, administrators, successors and assigns.

11. And that the said mortgagor.

11. And also that the said mortgagor hath not at any time heretofore made, done, committed, executed or wilfully or knowingly suffered any act, deed, matter or thing whatsoever whereby or by means whereof the said lands, tenements, hereditaments and premises hereby conveyed or mentioned or intended so to be, or any part or parcel thereof, are, is or shall or may be in anyway impeached, charged, affected or encumbered in title, estate or otherwise howsoever.

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12. And that the said mortgagor will insure the buildings on the said lands to the amount of not less thankwacha of lawful money of Zambia.

12. And also that the said mortgagor or his heirs, executors, administrators, successors or assigns shall and will forthwith insure unless already insured, and during the continuance of this security keep insured against loss or damage by fire, in such proportions upon each building as may be required by the said mortgagee, his heirs, executors, administrators, successors or assigns, the messuages and buildings erected on the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, in the sum ofkwacha of lawful money of Zambia, at the least, in some insurance office to be approved of by the said mortgagee, his heirs, executors, administrators, successors or assigns, and pay all premiums and sums of money necessary for such purpose, as the same shall become due, and will on demand assign transfer and deliver over unto the said mortgagee, his heirs, executors, administrators, successors or assigns the policy or policies of insurance, receipt or receipts thereto appertaining; and if the said mortgagee, his heirs, executors, administrators, successors or assigns, shall pay any premiums or sums of money for insurance of the said premises or any part thereof, the amount of such payment shall be added to the debt hereby secured, and shall bear interest at the same rate from the time of such payments, and shall be payable at the time appointed for the then next ensuring payment of interest on the said debt.

13. And the said mortgagor doth release to the said mortgagee all his claims upon the said lands subject to the said proviso.

13. And the said mortgagor hath released, remised, and for ever quit claim, and by these presents doth release, remise, and for ever quit claim unto the said mortgagee, his heirs, executors, administrators, successors and assigns, all and every manner of right, title, interest claim and demand whatsoever, of, unto and out of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, and every part and parcel thereof, so as that neither the said mortgagor, his heirs, executors, administrators, successors or assigns, shall or may at any time hereafter have claim, pretend to, challenge or demand the said lands, tenements, hereditaments and premises or any part thereof, in any manner howsoever, subject always to the said above proviso; but the said mortgagee, his heirs, executors, administrators, successors or assigns, and the said lands, tenements, hereditaments and premises, subject as aforesaid shall from henceforth forever hereafter be exonerated and discharged of and from all claims and demands whatsoever which the said mortgagor, his heirs, executors, administrators, successors or assigns might or could have upon the said mortgagee, his heirs, executors, administrators, successors or assigns, in respect of the said lands, tenements, hereditaments and premises, or upon the said lands, tenements, hereditaments and premises.

14. Provided that the said mortgagee on default of payment for..... may on..... notice enter on and lease the said lands or on default of payment for..... may on notice sell the said lands.

14. Provided always, and it is hereby declared and agreed by and between the parties to these presents, that if the said mortgagor, his heirs, executors, administrators, successors or assigns, shall make default in any payment of the said money or interest or any part of either of the same, according to the true intent and meaning of these presents and of the proviso in that behalf hereinbefore contained, and.....shall have thereafter elapsed without such payment being made (of which default, as also of the continuance of the said principal money and interest, or some part

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thereof, on this security the production of these presents shall be conclusive evidence), it shall and may be lawful to and for the said mortgagee, his heirs, executors, administrators, successors or assigns, after giving written notice to the said mortgagor, his heirs, executors, administrators, successors or assigns, of his or their intention in that behalf, either personally or at his or their usual or last place of residence within this Province not less than previous, without any further consent or concurrence of the said mortgagor, his heirs, executors, administrators, successors or assigns to enter into possession of the said lands, tenements, hereditaments and premises hereby conveyed, or mentioned or intended so to be, and to receive and take the rents, issues and profits thereof, and whether in or out of possession of the same to make any lease or leases thereof, or of any part thereof as he or they shall think fit, and also on default as aforesaid and shall have thereafter elapsed and after giving written notice not less than previous without any further consent or concurrence of the said mortgagor, his heirs, executors, administrators, successors or assigns to sell and absolutely dispose of the said lands, tenements, hereditaments and premises hereby conveyed or mentioned, or intended so to be, or any part or parts thereof, with the appurtenances, by public auction or private contract, or partly by public auction and partly by private contract as to him or them shall seem meet, and to convey and assure the same when so sold unto the purchaser or purchasers thereof, his or their heirs, successors, or assigns, or as he or they shall direct and appoint and to execute and do all such assurances, acts, matters and things as may be found necessary for the purposes aforesaid, and the said mortgagee, his heirs, executors, administrators, successors or assigns shall not be responsible for any loss which may arise by reason of any such leasing or sale as aforesaid unless the same shall happen by reason of his or their wilful neglect or default; and it is hereby further agreed between the parties to these presents, that, until such sale or sales shall be made as aforesaid, the said mortgagee, his heirs, executors, administrators, successors or assigns shall and will stand and be possessed of and interested in the rents and profits of the said lands, tenements, hereditaments and premises, in case he or they shall take possession of the same on any default as aforesaid, and after such sale or sales shall stand and be possessed of and interested in the moneys to arise and be produced by such sale or sales, or which shall be received by the mortgagee, his heirs, executors, administrators, successors or assigns, by reason of any insurance upon the said premises or any part thereof, upon trust in the first place to pay and satisfy the costs and charges of preparing for and making sales, leases and conveyances as aforesaid, and all other costs, and charges, damages and expenses which the said mortgagee, his heirs, executors, administrators, successors or assigns, shall bear, sustain or be put to for taxes, rents, insurances and repairs, and all other costs and charges which may be incurred in and about the execution of any of the trusts in him or them hereby reposed, and in the next place to pay and satisfy the principal sum of money and interest hereby secured or mentioned or intended so to be or so much thereof as shall remain due and unsatisfied up to and inclusive of the day whereon the said principal sum shall be paid and satisfied;

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and after full payment and satisfaction of all such sums of money and interest as aforesaid upon this further trust that the said mortgagee, his heirs, administrators, executors, successors or assigns, do and shall pay the surplus, if any to the said mortgagor, his heirs, executors, administrators, successors or assigns or as he or they shall direct and appoint, and shall also, in such event, at the request, costs and charges of the said mortgagor, his heirs, executors, administrators, successors or assigns, convey and assure unto the said mortgagor, his heirs, executors, administrators, successors or assigns or to such person or persons as he or they shall direct and appoint all such parts of the said lands, tenements, hereditaments and premises as shall remain unsold for the purposes aforesaid, freed and absolutely discharged of and from all estate, lien, charge and encumbrance whatsoever by the said mortgagee, his heirs, executors, administrators, successors or assigns, in the meantime, but so as no person who shall be required to make or execute any such assurances, shall be compelled for the making thereof to go or travel from his usual place of abode: Provided always and it is hereby further declared and agreed by and between the parties to these presents, that notwithstanding the power of sale and other the powers and provisions contained in these presents, that the said mortgagee, his heirs, executors, administrators, successors or assigns, shall have and be entitled to his right of foreclosure of the equity of redemption of the said mortgagor, his heirs, executors, administrators, successors and assigns in the said lands, tenements, hereditaments and premises as fully and effectually as he or they might have exercised and enjoyed the same in case the power of sale, and the other former provisos and trusts incident thereto had not been herein contained.

15. Provided that the mortgagee may distrain for arrears of interest.

15. And it is further covenanted, declared and agreed by and between the parties to these presents that if the said mortgagor, his heirs, executors, administrators, successors or assigns shall make default in payment of any part of the said interest at any of the days or times hereinbefore limited for the payment thereof, it shall and may be lawful for the said mortgagee, his heirs, executors, administrators, successors or assigns, to distrain thereof upon the said lands, tenements, hereditaments and premises, or any part thereof, and by distress warrant, to recover by way of rent reserved, as in the case of a demise, of the said lands, tenements, hereditaments and premises, so much of such interest as shall, from time to time, be, or remain in arrear and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

16. Provided that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

16. Provided always, and it is hereby further expressed declared and agreed by and between the parties to these presents, that if any default shall at any time happen to be made of or in the payment of the interest money hereby secured or mentioned or intended so to be, or any part thereof, then and in such case the principal money hereby secured or mentioned, or intended so to be, and every part thereof, shall forthwith become due and payable in like manner and with the like consequences and effects to all intents and purposes whatsoever, as if the time herein mentioned for payment of such principal money had fully come and expired, but that in such case the said mortgagor, his heirs,

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executors, administrators, successors or assigns, shall on payment of all arrears under these presents, with lawful costs and charges in that behalf, at any time before any judgment in the premises recovered or within such time as by the practice of the High Court relief therein could be obtained, be relieved from the consequence of non-payment of so much of the money secured by these presents, or mentioned, or intended so to be as may not then have become payable by reason of lapse of time.

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17. Provided that until default of payment the mortgagor shall have quiet possession of the said lands.

17. And provided also, and it is hereby further expressly declared and agreed by and between the parties to these presents, that until default shall happen to be made of or in the payment of the said sum of money hereby secured or mentioned, or intended so to be, or the interest therein, or any part of either of the same, or the doing, observing, performing, fulfilling or keeping some one or more of the provisions, agreements or stipulations herein set forth, contrary to the true intent and meaning of these presents, it shall and may be lawful to and for the said mortgagor, his heirs, executors, administrators, successors and assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said lands, tenements, hereditaments, and premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, and receive and take the rents, issues and profits thereof to his and their own use and benefit, without suit, hindrance, interruption, or denial of or by the said mortgagee, his heirs, executors, administrators, successors or assigns, or of or by any other person or persons whomsoever lawfully claiming, or who shall, or may lawfully claim by, from, under or in trust for him, her, them or any or either of them.

FIFTH SCHEDULE

(Regulation 32)

TERMS OF OCCUPANCY

The Laws of Zambia

1. During the term of the licence and any extension or renewal thereof the Occupant shall for such licence pay to the Council on or before the last day of each month commencing with the month next following the date of the licence such fee or fees as shall be declared by the Council (with the approval of the Minister responsible for housing) with respect to the following components:

- (a) a charge for water supplied to the Improvement Area;
- (b) a charge for sewage service if any supplied to the Improvement Area;
- (c) a charge in lieu of rates based on the value of the average or normal dwelling and outbuildings within the Improvement Area;
- (d) a charge for a fair share of the cost of any service provided especially for such Improvement Area.

2. (a) The Council shall not be liable to the Occupant for any personal injury damage loss or inconvenience howsoever or wheresoever caused to him or her or to any goods or chattels brought by any person upon the premises, it being the intention of and agreed between the parties hereto that the Occupant and any other person exercising the rights at the invitation of the Occupant shall do so at the risk of the Occupant; and accordingly the Occupant agrees to indemnify the Council against all claims by any visitor to the premises whether with or without the permission of the Occupant.

(b) By "claims" in the preceding sub-paragraph is meant a claim or claims in respect of the condition of the premises or for breach of the statutory or common duty of care or for the negligence of the Council or of the Occupant or of those for whose negligence the Council could or might otherwise be responsible.

3. The Occupant covenants with the Council as follows:

- (a) To make the payments in accordance with the foregoing provisions and with the licence whether the same be demanded or not.
- (b) Where the building is a dwelling and its outbuildings to occupy the premises as a residence for himself and his immediate family only, and to use his best endeavours to expel any person or persons poaching or trespassing on the premises; and in particular not to take in any lodger or other occupant without the consent of the Council; and not to do or permit or suffer to be done anything which shall cause annoyance inconvenience or disturbance to any adjoining occupant.
- (c) Not to use the premises for any purposes other than the permitted use and not to do any damage to the premises or any part thereof; and to observe and perform all statutory requirements and give prompt and sufficient effect to all orders directions notices and requests of any competent authority; and in particular not to do or permit or suffer to be done any addition to or change in the structure of any of such buildings without previously having obtained a building permit from the Council.
- (d) To exercise the rights hereby granted in such manner as to do as little damage as possible and to make adequate compensation for any damage nevertheless caused.
- (e) To keep the premises clean and tidy and clear of litter and in a good state of repair, and not to pollute the premises or allow any pollution to escape therefrom.
- (f) Not to sub-license or assign the benefit or part with the rights hereby granted over the premises or any part thereof except with the express approval of the Council; but upon the death or mental incapacity of the Occupant during the term of this licence or any extension or renewal thereof, the person or persons entitled by law to succeed the Occupant shall be entitled to continue to occupy the said buildings during the unexpired period of such term.
- (g) To keep the Council and all those authorised by them to use the premises indemnified against all damage loss and injury of every description which may occur to or affect the Council or such other persons as aforesaid or their property and which may arise from or through the exercise of the rights by any authorised person including any persons invited or permitted by the Occupant or the non-observance of any of the items of this licence however expressed or implied.
- (h) Within three calendar months of the termination of this licence or any renewal or extension thereof by effluxion of time or for any other reason whatsoever, on an appropriate written request being served by posting on the premises, such request to be made either before or within three calendar months thereafter, to remove all buildings fixtures or other works constructed on the land before or after the date hereof, and to leave the site clean and tidy to the reasonable satisfaction of the Council.

4. This licence may be determined forthwith by notice given by the Council-

- (a) by the effluxion of time.
- (b) if at any time any payment due hereunder is unpaid for three calendar months after becoming due whether demanded or not.

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5. Upon failure of the Occupant to pay within three calendar months next following its due date any one or more of the monthly instalments of fees enumerated in paragraph 1 above the Council shall have the right to discontinue the supply of water to the part of the Improvement Area within which the building or buildings of the Occupant are situated.

6. Nothing herein contained shall prevent the Occupant upon receiving the proper consent of the Council and only then, from using all or part of the licensed premises for the purpose of operating a shop or of conducting artisanal activities upon or within the said building as the Council may permit, provided that such operation does not in any respect violate the provisions of this licence.

7. The licence shall confer no tenancy upon the Occupant, and possession of the premises shall be retained by the Council subject however to the rights created by this licence; and the Council shall at any time have the right to enter upon the lands and to inspect the buildings upon such lands or to instal or erect any works thereon which the Council deems to be in the general interest of the Improvement Area or its occupants. If the medical officer of health considers that the dwelling or any outbuilding thereof is unfit for human habitation or use, he shall be entitled to serve notice of such decision on the Occupant, and the Occupant shall do or cause to be done such alteration (including demolition if such notice so prescribes) as such notice shall order.

8. The costs charges and expenses in connection with this licence including any charges for registration thereof in the Council Registry shall be paid by the Occupant.

9. Any notice to be given to the Council under or pursuant to the licence shall be sufficiently given by mailing such notice postpaid to the Council at P.O. Box; and any notice to be given to the Occupant shall be sufficiently given by posting the same upon the dwelling or other building on the licensed premises.

SIXTH SCHEDULE

(Regulation 38)

REGISTRATION FEES

The fees to be charged by, and paid to, a Council registrar shall be as follows:

	Fee units
For application for consent of mortgage, assign or transfer.....	80
For registration of mortgage or caveat.....	80
For registration of assignment or transfer.....	90
For the preparation and issue of a certificate of title.....	100
For the preparation and issue of an occupancy licence.....	80
For the preparation and issue of a land record card.....	80
For any change of ownership for improvement areas.....	40
For the preparation and issue of lost certificates of title and occupancy licences.....	90
For the replacement of damaged covers for certificates of title and occupancy licences.....	80
For applications for change of ownership by press advertisement.....	80
For the preparation and issue of a contract of sale.....	90
For registration of a power of attorney, discharge of mortgage or withdrawal of caveat.....	80
For change of particulars on certificate of title, occupancy licence or land record card.....	80
For the replacement of damaged certificate of title.....	100
For the replacement of damaged occupancy licence.....	90
For the purposes of conducting an official search in the registry.....	80

(As amended by S.I. No. 124 of 1993 and Act No. 13 of 1994)

HOUSING (STATUTORY AND IMPROVEMENT AREAS)

SECTION 47-THE HOUSING (STATUTORY AND IMPROVEMENT AREAS) (MORTGAGES)
(ZAMBIA NATIONAL BUILDING SOCIETY) REGULATIONS

Statutory Instrument
146 of 1982

Regulations by the Minister

1. These Regulations may be cited as the Housing (Statutory and Improvement Areas) (Mortgages) (Zambia National Building Society) Regulations. Title

2. Notwithstanding the provisions of the Housing (Statutory and Improvement Areas) Regulations, where any land is intended to be mortgaged or made security other than by way of deposit of documents of title, and the mortgage or security is in favour of the Zambia National Building Society, the mortgagor, or if the mortgagor lacks legal capacity, the guardian or other person appointed by the court to act on his behalf in the matter, shall execute the mortgage in the form set out in the Schedule, which must be registered.

Form of mortgage S.I.
No.
55 of 1975

SCHEDULE

(Paragraph 2)

FORM OF MORTGAGE

The Laws of Zambia

THIS MORTGAGE DEED made the

day of

One thousand nine hundred and

BETWEEN

(hereinafter called "the Borrower") of the one part and ZAMBIA NATIONAL BUILDING SOCIETY registered under the Building Societies Act (Cap. 412 of the Laws of Zambia) (hereinafter called "the Society") of the other part.

IN CONSIDERATION of the principal sum specified in the Schedule hereto (hereinafter called "the principal sum") to be advanced by the Society to the Borrower subject to the provisions hereof in the manner and at the time or times hereinafter mentioned witnesseth as follows:

1. In these presents words importing the masculine gender only include the feminine and neuter gender words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression "the Borrower" or "the Surety" covenants expressed to be made by the Borrower or the Surety shall be deemed to be made by such persons jointly and severally and unless the context otherwise requires the expression "Person" includes a body of persons and a corporation the expressions "the Borrower" and "the Society" include all persons deriving title under them respectively the expression "the Surety" includes the personal representatives of the Surety the expression "the Board" means the Board of Directors for the time being of the Society the expression "Rules" means the Rules and Regulations of the Society for the time being in force the expression "Lease" includes a grant at a fee farm rent or securing a rent by condition and the expression "Leasehold" and "Lessee" and "Rent" shall be construed accordingly the expression "Month" means a calendar month the expression "Financial Year" means the twelve months ending on the thirty-first day of March in any year and the expression "Mortgaged Property" means the Land described in the Schedule hereto with the buildings and improvements erected or hereafter to be erected thereon.

2. THE BORROWER covenants duly and punctually to pay to the Society the principal sum with interest thereon computed at the rate and in the manner hereinafter provided by the monthly instalments specified in the said Schedule payable on the dates mentioned in such Schedule until the principal sum and interest shall be fully paid and satisfied And also duly and punctually to pay to the Society as and when the same shall respectively become payable all other moneys (including interest) which by the Rules or by virtue of this Mortgage shall from time to time become payable by the Borrower to the Society. Provided always that subject as hereinafter provided the Borrower may at any time redeem this Mortgage upon the terms set forth in the Rules.

3. THE BORROWER covenants to pay to the Society (as well after as before any judgment) interest at the rate specified in the said Schedule from the date of appropriation mentioned in such Schedule computed and charged in manner following that is to say for the period up to and including the thirty-first day of March next interest shall be computed and charged at the said rate on the whole of the principal sum and for each financial year commencing after the thirty-first day of March next interest shall be computed at the said rate upon the total indebtedness hereunder (whether for the principal sum interest or other moneys) of the Borrower to the Society at the commencement of the financial year interest to be due and charged in account on the first day of April of the financial year for which it is payable and no part of any payment made by the Borrower shall be treated as a repayment of principal until all interest due or accrued has been paid And for the purpose of computing and charging interest hereunder the whole of the principal sum shall be deemed to have been advanced by and become owing to the Society on the said date of appropriation.

4. IF DEFAULT shall be made by the Borrower for one month in the payment of some instalment or other money herein or in any deed or instrument made supplemental to or collateral with these presents covenanted to be paid by the Borrower or if he shall make default in the observance or performance of the stipulations agreements and provisions (other than for the payment of money) herein or in any such deed or instrument contained or implied or of some or one of them or if the Borrower or any one or more of the persons included in that expression shall become bankrupt or have a receiving order made against him or enter into any statutory or other composition or arrangement with or for the benefit of his creditors or if (being a corporation) an order is made or an effective resolution passed for winding up or a receiver is appointed for debenture or debenture stock holders of the Borrower then and in any such cases notwithstanding the covenant for the payment of the principal sum by instalments the whole of the balance of the principal moneys then remaining secured hereunder shall immediately become due and payable by the Borrower to the Society and be recoverable by the Society on demand with interest thereon at the said rate (computed and charged as hereinbefore provided) until payment thereof Provided always that subject and without prejudice to the right of the Society at any time thereafter to recover on demand the whole of such moneys and interest thereon the Borrower shall continue liable under his covenants in that behalf hereinbefore contained to pay to the Society the principal sum and the interest thereon by the said monthly instalments and to pay all other moneys which according to the Rules or by virtue of these presents have or shall become payable.

5. NOTWITHSTANDING the provisions hereof for the payment of the principal sum and interest thereon by instalments the Society may at any time by six months' notice in writing to the Borrower

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(This clause does not apply if a surety is not named)

(hereinafter called "the Surety") should guarantee the payment of the money secured by this Mortgage the Surety hereby covenants and agrees with the Society in the terms of all the covenants by the Borrower and the agreements hereinbefore contained and such covenants shall operate and take effect in all respect as joint and several covenants by the Borrower and the Surety with the Society and the said agreements shall be binding as well on the Surety as on the Borrower. Without prejudice to the rights of the Surety against the Borrower as principal debtor the Surety shall as between the Surety and the Society be deemed a principal debtor under the foregoing covenants by the Surety and not merely a surety and accordingly shall not be discharged nor shall the Surety's liability be affected by any time or indulgence being given to or any arrangement or alteration of terms being made with the Borrower or by the making of any further advance or re-advance or by the variation of the provisions of this Mortgage or by any other act thing omission or means whatever whereby the Surety's liability as surety only would or might but for this provision have been discharged.

37. THE BORROWER acknowledges that he has been supplied with a copy of the Rules and has retained the same.

IN WITNESS whereof

THE SCHEDULE hereinbefore referred to

Principal sum:

Date of appropriation:

Rate of interest:

Monthly instalments of principal and interest:

Dates on which monthly

instalments are to be paid: The first day of every month during the continuance of this Mortgage commencing with the first day of the month next succeeding the month during which the principal sum or a part thereof shall have been advanced by the Society.

The said principal sum is to be advanced by the Society to the Borrower after registration of these presents at such times and in such proportions during the progress of works in course of erection or construction on the Mortgaged Property and subject to such approval and on such terms as the Board deems expedient.

Description of Mortgaged Property

ZAMBIA NATIONAL BUILDING SOCIETY hereby acknowledges to have received all moneys intended to be secured by the within written deed

IN WITNESS whereof the seal of the Society is hereto affixed this
day of

One thousand nine hundred and

by order of the Board of Directors in the presence of:

Members of the Seal Committee