

UNAMIR

UNHRFOR AND BERNADETTE NGENDAHIMANA

27 AUG 1993 - 19 SEPT 1996

PLEASE RETAIN
ORIGINAL ORDER

DECLASSIFIED ~~STRICTLY CONFIDENTIAL~~

01 AUGUST 2018 ~~EL/WG APR 2009~~

UNARCHIVES

SERIES S-1061

BOX 4

FILE 12

ACC. 1998/0276



UNHRFOR and Mme Bernadette Ngendahimana
Rental Contract


Note to File

19 September 1996

The Legal Office was asked by the United Nations Human Rights Field Operations in Rwanda to draft a contract for them with respect to a property owned by Mrs. Bernadette Ngendahimana.

The contract was duly signed by the parties.

This file is now closed.


Mtshana M. Ncube
Legal Officer

Amendment to Lease Contract 2.29

between

Mme Bernadette Ngendahimana

and

The United Nations Human Rights Field Operations in Rwanda

WHEREAS the original contract did not provide for a twenty-four hour guard to the rented premises, a Purchase Order has been raised to obligate the additional funds to pay for the services of a guard;

WHEREAS paragraph 2 of the original contract wrongly stated the end of the contract of 12 months commencing on 1 November 1994 as 1 November 1995 instead of 31 October 1995;

AND WHEREAS the parties have agreed to amend the contract to reflect the correct duration of the contract, as well as the payment of the additional sum of US\$150 (One Hundred and Fifty Dollars) per month for the period 1 January 1995 to 31 October 1995 to pay for the services of a twenty-four hour guard for the leased premises;

NOW THEREFORE the Lessee and the Lessor agree to amend the existing contract as follows:

1. Paragraph 2 of the original contract is hereby amended by the removal of the words "ending 1 November 1995" in the second line, and replacing them with the words "ending 31 October 1995".

2. Paragraph 4 is hereby amended, and the new paragraph 4 shall be:

"4. The Lessee shall pay the Lessor for the leased premises, including the services of a twenty-four hour guard, from 1 January 1995 to 31 October 1995 of the term specified in paragraph 2 hereof as amended herein, a rental of US\$650 (Six Hundred and Fifty US Dollars) for each calendar month from 1 January 1995 to 31 October 1995".

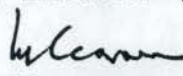
IN WITNESS WHEREOF, the Parties hereto have set their names and signatures below at Gikongoro.

For Lessor (Bernadette Ngendahimana)


Bernadette Ngendahimana

Date: 14. 2. 1995

For Lessee: (UNHRFOR)


W. Clarence

Date: 15/2/95

LEASE AGREEMENT

between

BERNADETTE NGENDAHIMANA

and

THE UNITED NATIONS HUMAN RIGHTS FIELD OPERATION

THIS LEASE, made and entered into by and between **MS BERNADETTE NGENDAHIMANA** for herself, her executors, successors and assignees, of MSF Belgium, Centre Christus, Remera II, Kigali, Rwanda, on the one part, and the **United Nations Human Rights Field Operation**, Rwanda, represented by Mr. W. Clarence, Chief, Human Rights Field Operations, of ETC Building, Avenue des Mille Collines, Kigali, Rwanda, on the other part.

W I T N E S S E T H

WHEREAS **MS BERNADETTE NGENDAHIMANA** asserts that she is the lawful owner of a house in Gikongoro, with 6 rooms, 1 bathroom, 1 toilet and shower unit, she has undertaken to provide the UN with proof of ownership in a form acceptable to the UN;

AND WHEREAS the UN desires to lease, and **MS BERNADETTE NGENDAHIMANA** accepts to make available on lease the said house in Gikongoro (hereinafter referred to as the "leased premises") to be used as office space for the United Nations Human Rights Field Operation in Rwanda;

NOW THEREFORE, **MS BERNADETTE NGENDAHIMANA** (hereinafter called "the Lessor") and **THE UNITED NATIONS HUMAN RIGHTS FIELD OPERATION** (hereinafter called the Lessee) hereby agree as follows:

1. The Lessor hereby leases to the Lessee the said "leased premises".
2. This Lease is for a term of one year beginning on 1 November 1994 and ending 1 November 1995, or on such earlier date as it may terminate as herein provided, and cancels all other discussions or arrangements, heretofore entered into between the Lessor and the Lessee relating in any way to the leased premises.
3. Should the Lessor fail to provide the Lessee with proof of ownership of the said leased premises within 14 days of the signing of this lease the Lessee shall have the option to cancel the lease or to apply to Government authorities for a special dispensation to lease the premises from Government.

4. The Lessee shall pay the Lessor for the leased premises, during the term specified in paragraph 2 hereof as it may be extended in accordance herewith, a rental of US\$500 (Five Hundred US Dollars) for each calendar month. Such rental shall be payable on the first day of each calendar month to the Lessor or her officially designated representative.
5. The Lessee has the option to renew this lease for successive periods of one year on the same terms and conditions as are set forth herein except for the rent which shall be as agreed between the parties, provided that the Lessee shall exercise said option by giving written notice of its intention to renew to the Lessor not less than thirty (30) days prior to the expiration of the term of this lease or any renewal period thereof.
6. In case the mandate or funding for the Lessee is curtailed or terminated, or the level of the Lessee's representation in Rwanda is changed, the Lessee shall have the right to terminate this Lease upon giving written notice to the Lessor of not less than thirty (30) days in advance of surrender of the leased premises, without the Lessor having the right to any payment other than for rental to the date the Lessee returns the keys to the Lessor.
7. Any modifications necessary to make the leased premises suitable for the use for which they are rented shall be carried out by the Lessee and on its account.
8. The Lessor undertakes full and sole responsibility for the payment of all taxes and for any other charges of a public nature which are or may be assessed against the leased premises and other parts of the property in which the said leased premises are located.
9. The Lessor shall be responsible for repairing structural defects in the leased premises and other defects that are not caused by Lessee's personnel, vehicles or equipment, including defects in the drainage, sewage, plumbing, wiring or other installed systems. The Lessor shall arrange for repair of such defects at its own expense as soon as possible and not later than fifteen (15) days from the date of receipt of a written notice by Lessee of any such defects. For this purpose, the Lessor shall have the right upon reasonable notice to the Lessee and at reasonable times to enter, inspect and make any necessary repairs to the leased premises, and shall have the right to enter the same forthwith whenever necessary to make urgent, emergency repairs.

10. The Lessor, or her representative, shall also have the right to enter the leased premises at reasonable times and upon giving not less than two working days notice to the Lessee, in order to inspect the premises and/or to effect repairs therein or to show it to potential tenants and/or buyers in the last two months prior to the expiration of the lease as it may have been extended hereunder.
11. The Lessor shall be responsible for satisfying any claims by third parties for personal injury, loss, illness, death or damage to their property occurring on the leased premises and attributable to the acts or omissions of the Lessor or of her servants or agents, and shall hold the Lessee harmless from such claims.
12. The Lessee undertakes to effect at its expense all repairs and alterations essential to make the premises suitable for the purpose for which they are leased, and further undertakes to take good care of the leased premises, and shall arrange to effect repairs directly caused by its personnel, vehicles or equipment at its expense as soon as possible. The Lessee shall not be responsible for any damage caused to the leased premises by the elements or by other events or persons over which it has no control.
13. The Lessee shall be responsible for the insurance of its own property, equipment and furnishings and of that of its employees in the leased premises.
14. The Lessee shall insure, or may self-insure against claims for negligence by third parties for personal injury or death or damage to their property arising from its occupation and use of the leased premises.
15. The Lessee shall have the right to make alterations, attach fixtures, and erect additions, structures, and signs in or upon the leased premises, and to affix a flagstaff in, upon or outside the leased premises; which fixtures, additions, or structures shall be and remain the property of Lessee and may be removed therefrom by the Lessee prior to or within a reasonable time after the term of this Lease; and the Lessee, if required by the Lessor, shall restore and return the leased premises in the condition provided in paragraph 17 hereof; provided also that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee not less than thirty days before the expiration or termination of the Lease.

16. The Lessee shall not transfer, assign or sublet the leased premises or any part thereof, except to other units, organs or bodies of the United Nations or Specialized Agencies, without the written consent of the Lessor, which consent shall not, however, be unreasonably withheld, and when given to a transfer or assignment, said consent shall relieve the Lessee of all obligations under the Lease upon consummation of the transfer or assignment.
17. The Lessee undertakes to pay for water and electricity consumption and telephone as per meter readings and telephone bills, respectively, for the duration of the lease, if these are installed.
18. Should the leased premises or any part thereof be damaged by fire or any other cause through the fault of the Lessor or her servants, the following shall apply:
 - a) If the leased premises are partially damaged or rendered partially unusable, the damage thereto shall be repaired by and at the total expense of the Lessor, and Lessee shall only pay rent proportionate to the part of the leased premises that can be beneficially and fully utilized. However, should the Lessor fail to repair the damage within fifteen (15) days from their occurrence, the Lessee shall have the option to terminate the lease forthwith and recover any rent paid beyond the date of such termination.
 - b) If the leased premises are totally or substantially damaged or rendered unusable, then the Lessee shall have the option to terminate the lease forthwith and to recover any rent paid for the period beyond the date of such termination.
19. If either party fails to fulfil any of the fundamental obligations of this lease the wronged party shall notify the other of his default by registered letter. If the defaulting party does not remedy its default within one month the wronged party shall cancel the present contract without prejudice to other sanctions provided by the agreement.
20. Upon the termination or expiry of this lease as provided therein, Lessee shall vacate and surrender the leased premises to the Lessor broom-clean and in a condition not worse than that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Lessee has no control, excepted.

21. Any dispute, controversy or claim arising out of or relating to this Lease, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by negotiation or other agreed mode of settlement, be settled by arbitration, at the request of either Party, in accordance with the UNCITRAL Arbitration Rules then obtaining. The International Chamber of Commerce (ICC) shall also serve as the Appointing Authority under the Rules. The Parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of such dispute, controversy or claim.
22. Any notice which either party hereto is to give to the other party shall be deemed validly given if sent by registered letter or delivered against a signed receipt at the other party's address as specified in the preambular paragraph of this lease.
23. Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character, or otherwise.
24. The Lessor undertakes to pay the stamp duties for, and the taxes or levies on, this Lease, if any.

IN WITNESS WHEREOF, the Parties hereto have set their signature below at Gikongoro.

The Lessor (Bernadette Ngendahimana): For the Lessee (UNHRFOR)

Bernadette Ngendahimana

Date: 5. 11. 94

W. Clarence

Date: 3 Nov 1994

UNITED NATIONS ASSISTANCE MISSION FOR RWANDA
KIGALI - RWANDA

PURCHASE ORDER

INTERNAL

No. MIR4 - 835 Amdt 2.

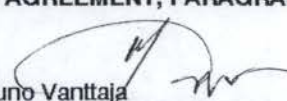
Req. No. UNAMIR - 10055	Account Code Allotment for HRFOR UNB - 28033 -411	Amount US \$ 750.00	IMPORTANT ALL SHIPMENTS ALL INVOICES ALL CORRESPONDENCE MUST SHOW THIS NUMBER Date : 21 December 1994
Requisitioner: CBMS	Freight Account		

To: Mme BERNADETTE NGENDAHIMANA,
Gikongoro, Rwanda

Deliver to :

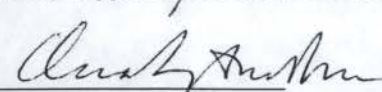
Verification by CSS/BMS

Att.:

Item N	Articles or Services	Quantity	Unit	Unit Price	Amount
	THIS AMENDMENT TO PURCHASE ORDER IS RAISED TO OBLIGATE ADDITIONAL FUNDS FOR MONTHLY PAYMENT OF RENTAL CHARGES, WHICH UNDER THE ORIGINAL LEASE CONTRACT OF PREMISES FOR USE BY HUMAN RIGHTS FIELD OPERATION IN RWANDA DID NOT INCLUDE 24 HRS/7DAYS/WEEK WATCHMEN AT THE PREMISES AND NOW DEEMED VITAL REQUIREMENT. AS PER THE LANDLADY'S PROPOSAL DATED 21 DECEMBER 1994 THE ADDITIONAL COST IS US DOLLARS 150.00/MONTH.			US \$	US \$
	ADDITIONAL OBLIGATION FOR PERIOD OF 1 JANUARY 1995 - 30 MAY 1995.	5	MONTH	150.00	750.00
	OTHER TERMS AND CONDITIONS OF THE ORIGINAL PURCHASE ORDER REMAIN UNCHANGED.				
	BY THE COPY OF THIS PURCHASE ORDER THE LEGAL OFFICER IS REQUESTED TO ISSUE AMENDMENT TO THE LEASE AGREEMENT, PARAGRAPH 4.				
	BUYER: Mauno Vantaja 				

* / Local taxes, if applicable, must be shown separately.

TOTAL US \$ 750.00


QUOC-SUNG DUCAM

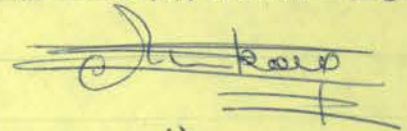
OIC Procurement

21/12/94

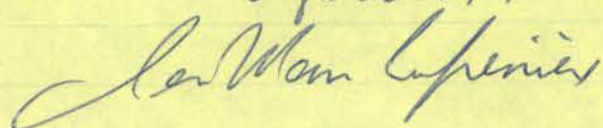
Kigali, Mercredi le 21 décembre 1994

Je soussigné BERNADETTE NGENDAHIMANA
accepte de prendre en charge le Gardiennage
de ma propriété à BIKONKORO habitant les
bureaux locaux des Droits de l'homme de l'ONU.
A la condition d'augmenter à \$650.00 par mois le
loyer. Donc le contrat déjà signé peut être
modifié en ce sens. Le gardiennage sera
de 24 hrs/jours, 7 jours par semaine, 365 jours/année.

Mme NGENDAHIMANA Bernadette



Umuhoze JEAN-MARC LAFRENIÈRE
chef secteur 4A



2.29

2.51

2.73

2.74

Draft #1; CAF laptop c:\docs\UNoffice; Wed, 15 Feb 95; 04:25

UNITED



NATIONS

Human Rights

Field Operation in Rwanda

TO: **UNAMIR Legal Officer** R.No - 4021

CC: Mr. Bernard Fouche, Administrative Officer, UN Human Rights Operation in Rwanda

FROM: Christopher A. Fry, Cyangugu Field Office

DATE: 15 February 1995

RE: UN Human Rights Office in Cyangugu -- request for lease from UNAMIR legal office

I would like to Request that the UNAMIR Legal Office send the Human Rights team a copy of a UNAMIR standard lease for our proposed office in Cyangugu. If possible, I would like you to FAX the lease to Ethiobatt. There is some urgency because the current tenants, UN Relief Operation in Rwanda, are leaving at the end of February. Furthermore, there are other prospective tenants for this ideal property. Thus, we may be able to rent the property only if we receive the lease soon.

Bernard Fouche visited the owner's representative in Cyangugu, Pere Modeste, and negotiated practically every detail of the agreement. Unfortunately, he is on vacation in Geneva. I hope to speed up the process so that we can finish the deal as soon as he returns.

Probably the correct **FAX number is 11241**, but any of the following numbers may work for Cyangugu:

- 11239 - Ethiobatt Company;
- 11240 - Logistics Officer, Ethiobatt;
- 11241 - Signals;**
- 11242 - Second in charge, Ethiobatt.

Thank you. Best regards.

1

Received 16/2/95
Action: ① Prepare copy
② Send copy

Bernard,
Here with copy
as per your request
Thanks
16/2

Umm
16/2

LEASE AGREEMENT

between

BERNADETTE NGENDAHIMANA

and

THE UNITED NATIONS HUMAN RIGHTS FIELD OPERATION

THIS LEASE, made and entered into by and between **MS BERNADETTE NGENDAHIMANA** for herself, her executors, successors and assignees, of MSF Belgium, Centre Christus, Remera II, Kigali, Rwanda, on the one part, and the **United Nations Human Rights Field Operation**, Rwanda, represented by Mr. W. Clarence, Chief, Human Rights Field Operations, of ETC Building, Avenue des Mille Collines, Kigali, Rwanda, on the other part.

W I T N E S S E T H

WHEREAS **MS BERNADETTE NGENDAHIMANA** asserts that she is the lawful owner of a house in Gikongoro, with 6 rooms, 1 bathroom, 1 toilet and shower unit, she has undertaken to provide the UN with proof of ownership in a form acceptable to the UN;

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NOW THEREFORE, **MS BERNADETTE NGENDAHIMANA** (hereinafter called "the Lessor") and **THE UNITED NATIONS HUMAN RIGHTS FIELD OPERATION** (hereinafter called the Lessee) hereby agree as follows:

1. The Lessor hereby leases to the Lessee the said "leased premises".
2. This Lease is for a term of one year beginning on 1 November 1994 and ending 1 November 1995, or on such earlier date as it may terminate as herein provided, and cancels all other discussions or arrangements, heretofore entered into between the Lessor and the Lessee relating in any way to the leased premises.
3. Should the Lessor fail to provide the Lessee with proof of ownership of the said leased premises within 14 days of the signing of this lease the Lessee shall have the option to cancel the lease or to apply to Government authorities for a special dispensation to lease the premises from Government.

4. The Lessee shall pay the Lessor for the leased premises, during the term specified in paragraph 2 hereof as it may be extended in accordance herewith, a rental of US\$500 (Five Hundred US Dollars) for each calendar month. Such rental shall be payable on the first day of each calendar month to the Lessor or her officially designated representative.
5. The Lessee has the option to renew this lease for successive periods of one year on the same terms and conditions as are set forth herein except for the rent which shall be as agreed between the parties, provided that the Lessee shall exercise said option by giving written notice of its intention to renew to the Lessor not less than thirty (30) days prior to the expiration of the term of this lease or any renewal period thereof.
6. In case the mandate or funding for the Lessee is curtailed or terminated, or the level of the Lessee's representation in Rwanda is changed, the Lessee shall have the right to terminate this Lease upon giving written notice to the Lessor of not less than thirty (30) days in advance of surrender of the leased premises, without the Lessor having the right to any payment other than for rental to the date the Lessee returns the keys to the Lessor.
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13. The Lessee shall be responsible for the insurance of its own property, equipment and furnishings and of that of its employees in the leased premises.
14. The Lessee shall insure, or may self-insure against claims for negligence by third parties for personal injury or death or damage to their property arising from its occupation and use of the leased premises.
15. The Lessee shall have the right to make alterations, attach fixtures, and erect additions, structures, and signs in or upon the leased premises, and to affix a flagstaff in, upon or outside the leased premises; which fixtures, additions, or structures shall be and remain the property of Lessee and may be removed therefrom by the Lessee prior to or within a reasonable time after the term of this Lease; and the Lessee, if required by the Lessor, shall restore and return the leased premises in the condition provided in paragraph 17 hereof; provided also that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Lessee not less than thirty days before the expiration or termination of the Lease.

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 - b) If the leased premises are totally or substantially damaged or rendered unusable, then the Lessee shall have the option to terminate the lease forthwith and to recover any rent paid for the period beyond the date of such termination.
19. If either party fails to fulfil any of the fundamental obligations of this lease the wronged party shall notify the other of his default by registered letter. If the defaulting party does not remedy its default within one month the wronged party shall cancel the present contract without prejudice to other sanctions provided by the agreement.
20. Upon the termination or expiry of this lease as provided therein, Lessee shall vacate and surrender the leased premises to the Lessor broom-clean and in a condition not worse than that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damage by the elements or by circumstances over which the Lessee has no control, excepted.

21. Any dispute, controversy or claim arising out of or relating to this Lease, or the breach, termination or invalidity thereof, shall, unless it is settled amicably by negotiation or other agreed mode of settlement, be settled by arbitration, at the request of either Party, in accordance with the UNCITRAL Arbitration Rules then obtaining. The International Chamber of Commerce (ICC) shall also serve as the Appointing Authority under the Rules. The Parties hereto agree to be bound by any arbitration award rendered under this clause as the final adjudication of such dispute, controversy or claim.
22. Any notice which either party hereto is to give to the other party shall be deemed validly given if sent by registered letter or delivered against a signed receipt at the other party's address as specified in the preambular paragraph of this lease.
23. Nothing contained in this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, whether pursuant to the Convention on the Privileges and Immunities of the United Nations or other Convention, law or decree of an international or national character, or otherwise.
24. The Lessor undertakes to pay the stamp duties for, and the taxes or levies on, this Lease, if any.

IN WITNESS WHEREOF, the Parties hereto have set their signature below at Gikongoro.

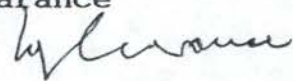
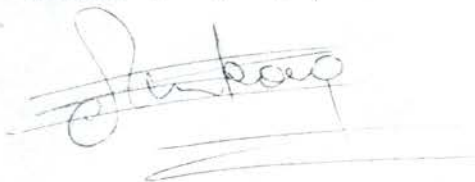
The Lessor (Bernadette Ngendahimana): For the Lessee (UNHRFOR)

Bernadette Ngendahimana

W. Clarence

Date: 5-11-94

Date: 3 November 1994



2.29

UNITED NATIONS

NATIONS UNIES

HIGH COMMISSIONER FOR HUMAN RIGHTS
FIELD OPERATION IN RWANDA

29 October 1994

INTEROFFICE MEMORANDUM

TO: Mr. P. Mitnick
CBMSO
UNAMIR

OIC-Procurement
UNAMIR

Mr. Ncube
Legal Advisor
UNAMIR

FROM: B. Fouché
HR/UNAMIR Admin./Liaison Officer

SUBJECT: **Rental of premises for the HRFOR**



The Operation is deploying a team in Gikongoro. The team has already identify a building in this location. I would be grateful if you could assist Mr. Stapleton, team leader in Gikondoro, in the process of renting this premise.

Should you have any question, please do not hesitate to refer to me.

Your collaboration is highly appreciated.

To: The Legal Advisor to UNAMIR
From: Mme. Bernadette NGENDAHIMANA
Date: 29 October 1994
Subject: Office premises in Gikangoro

I have been asked by Adam Stapleton and Nagette Belgacem, Human Rights officers with the UN Human Rights Field Operation in Rwanda, to write to you concerning my property in Gikangoro which I am prepared to rent to the United Nations on the following terms:

- i) Rent at \$500.00 (US) per month excluding electricity and other costs - three months rent to be paid in advance.
- ii) Cleaning and painting of the premises to be paid for by the occupants (UN or otherwise) - see: attached estimate.

The Property:

1. The property consists of six rooms: three in the front, three in the rear. In addition, there is a WC and shower unit. There is running water.
2. There is no electricity in Gikangoro, although there are electrical points in each of the rooms.
3. I understand from the above-named that the premises will be used as offices and interview rooms by the Human Rights Field Operation in Rwanda.
4. The rooms are all empty. All furniture and office equipment will, I understand, be supplied by the UN or otherwise.
5. The property is situated some 50 metres from UNICEF and UNREO offices and 20 metres from the UN Military Observers on top of a hill with easy access to the main road.
6. I confirm that I am the lawful owner of the above-mentioned property and attach as proof of the foregoing the following:
 - a) Attestation from the Bourgmestre of my commune;
 - b) Attestation from the Prefecture of Gikongoro.

Mme Bernadette NGENDAHIMANA



/Encls.

ATTESTATION

Je soussigné, MURAPARUKI Jean Baptiste, Bourgmestre intérimaire
de la Commune NYALACABE, atteste par la présente, que la maison
sise à Katsuzi, appartient à Madame NGENDAHILALA Bernadette.

Fait à Nyamagata, le 28/10/1994

Le Bourgmestre a.i de la Commune Nyamagata
MURAPARUKI Jean Baptiste.



Attestation

Suite à l'attestation de l'autorité locale
j'atteste que la maison appartient à Madame
Ngindethimana Bernadette.

Pour la Préfecture
MUNYAKA  Grains

CONTRAT DE VENTE

No V.R. 2013


en date du 27 août 1993

Faisant suite au contrat de location L.R. 11766 du 30 avril 1986

La République Rwandaise représentée par son Ministre des Travaux Publics et de l'Energie vend et cède en toute propriété à Monsieur NGENDAHIMANA Charles, R.P. 476 KIGALI, qui accepte, aux conditions générales de l'arrêté ministériel du 25 février 1943, de celles de l'arrêté ministériel n° 01/11/88 du 26/1/1988 et aux conditions spéciales qui suivent, un terrain destiné à usage exclusivement COMPTES, situé à KIGALI, portant n° 97 du plan cadastral, d'une superficie de six ares soixante deux centiares (6262ca)

CONDITIONS SPECIALES.

- 1° La nature, ainsi que les limites du terrain, sont parfaitement connues de l'acheteur.
- 2° Le prix de vente du terrain est fixé à la somme de CENT TRENTA DEUX MILLE QUATRE CENT (132.400) FRANCS RWANDAIS.
Payable :


- 3° Le terrain devra rester clôturé sur toutes les parties de son périmètre libres de constructions conformément aux prescriptions reprises dans le contrat de location auquel la présente cession fait suite.
- 4° Les constructions et clôtures érigées et à ériger sur le terrain vendu devront être conformes aux conditions et aux prescriptions de l'autorité compétente, qui sera seule juge pour apprécier leur exécution suivant plans approuvés.
- 5° Les matériaux à utiliser sont ceux spécifiés par l'autorité compétente et aucune mise en œuvre de matériaux ne pourra être faite avant l'approbation des plans.
Les constructions et clôtures seront maintenues constamment dans un parfait état d'entretien.
Aucune construction y compris le garage et les annexes éventuels ne pourra être élevée à moins de quatre mètres de l'alignement des voies de communications, dans le but de ménager les vues de chacun; la construction de villas mitoyennes est interdite.
- 6° Les eaux de pluie, usées, etc. seront évacuées suivant le plan de canalisation approuvé par l'Administration.
- 7° Il est interdit de changer la destination du terrain sans autorisation spéciale préalable et écrite du Ministre ayant les terres dans ses attributions.
- 8° En cas de location de la propriété, l'acheteur s'oblige à inscrire au contrat, un article stipulant que, sous peine de résiliation de la location, le locataire doit respecter la clause de l'article six.
- 9° En cas de vente de la propriété, l'acheteur s'engage à insérer au contrat de vente, une clause en vertu de laquelle le nouveau acquéreur, ainsi que les acquéreurs éventuels suivants, s'obligent à respecter toutes les conditions imposées par le présent contrat.

10° Pour l'exécution des présents et de toutes leurs suites, les parties font élection de domicile : L'Etat Rwandais, chez le Directeur Général des Bâtiments Civils, de l'Urbanisme et de l'Habitat, à Kigali, en ses bureaux, et l'acheteur, en les bureaux du Préfet de la Préfecture dans laquelle se situe le bien ci-dessus visé, où toutes significations, tous commandements, tous exploits ou autres notifications pourront être valablement faits ou adressés.

L'acheteur

NORNDASHIMANA Charles

[Signature]
7/9/93

Le Vendeur,

Pour la République Rwandaise

Le Ministre des Travaux Publics
et de l'Energie.

GATARAMUZA Pascalien

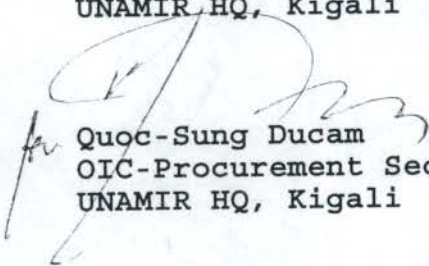


UNITED NATIONS ASSISTANCE MISSION FOR RWANDA

INTEROFFICE MEMORANDUM

3 January 1995
UNAMIR, Kigali

To : Mr M. Lessanu
CBMSO
UNAMIR HQ, Kigali

From :  Quoc-Sung Ducam
OIC-Procurement Section
UNAMIR HQ, Kigali

Subject: Rental of Office for UNHRFOR - REQN-BMS-10089

.... Enclosed please find a copy of the above Ex-Post Facto requisition dated 15 December 1994 to "initiate contract negotiations" for rental of Offices for use by the United Nations Human Rights Field Operation in Rwanda.

The requisition has been despatched to the Procurement Section without a copy of the **Lease Agreement** which is necessary for our further processing of the case for payment of rent.

Please onforward the document to this office at your earliest convenience.

cc: OIC-ADM, Legal Officer, CAC/HRFOR, CASE FILE

Mr. Ncube
Legal Officer