

**HARARE** | 195 Samora Machel Avenue, Eastlea

**Tel:** +263 242 707 419, 707 420, 702 907 | **Cell:** +263 772 913 481 | **Email:** harare@rawsonproperties.com

**Borrowdale Branch:** No 3 Upperlowood, Cnr Borrowdale Road / Green Close, Harare | **Tel:** +263 242 885 435

Our Ref : AM/CH

Your Ref:

20<sup>th</sup> July 2018,

**Attention: Mr Morgen Mufowo**

No. 51 Sutherland Heights,

Mazoe Street

**Harare**

Dear : Mr Morgen Mufowo

**PURCHASE OF PROPERTY: LOT 46 OF KINTYRE ESTATES**

Congratulations on the Purchase of this property. We enclose a copy of the Agreement of Sale for your records.

We confirm that Mpindu Legal Practitioners will attend to the transfer of the property.

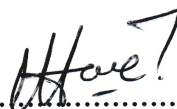
Thank you for having appointed us as your agents.

Yours faithfully,

For **RAWSON PROPERTIES**



.....  
**Richard Matengambiri**  
**Principle Agent**  
**For Rawson Properties Harare**



.....  
**Malvern Bare**  
**Sales Partner**  
**Cell : 0772 402 740**  
**Email : malvern.zim@rawsonproperties.com**

*Enclosure: Agreement of Sale*

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## AGREEMENT OF SALE.

Entered into by and between;

NAME : Samukelo Mhindu

DATE OF BIRTH : 5<sup>th</sup> July 1961

I.D. NO. : 63-337297 M 27

AND

NAME : Estate of the Late Mark Mhindu DR No. 1909/16  
(Herein represented by Michael Tawanda Jefferson Mhindu  
being the Executor Dative appointed on the 22<sup>nd</sup> November  
2016 in terms of the Administration of Estates Act (Chapter  
6:01)

OF

ADDRESS : Dodhill Farm, Chegutu  
(Hereinafter called the Sellers)

AND

NAME : Morgen Mufowo

DATE OF BIRTH : 11<sup>th</sup> May 1961

I.D. NO. : 07-005848 B 07

ADDRESS : No.51 Sutherland Heights, Mazoe Street, Harare.  
(Hereinafter called the Purchaser)

RM  
MC  
WIS  
MTSM  
[Signature]



Certified Member of: The Real Estate Institute of Zimbabwe, The Estate Agents Council of Zimbabwe, The Institute of Estate Agents of South Africa

Directors: G.H. Matengambiri (Chairman) CA (Z), Bcompt, R Matengambiri (Managing), BSc (Hons), LREIZ, MEACZ, Dip Entrep (std), E Tafireyi (SAAT), Valuers Council of Zimbabwe (MVCZ)



Whereas the seller(s) are holder(s) of rights, title and interest in an immovable property being a certain piece of land situate in the district of Salisbury called Lot 46 of Kintyre Estates measuring 11,5422 Hectares together with permanent improvements constructed there upon, held under Deed of Transfer No. 6311/03 (**Hereinafter referred to as The property**).

AND WHEREAS the seller(s) wish to sell to the purchaser(s) who is willing to buy the rights, title and interest in the property on terms and conditions herein set out:

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1. THE PROPERTY SOLD**

The seller(s) hereby sells to the purchaser(s) his rights, title and interest in:

**CERTAIN** Piece of land situate in the district of Salisbury,

**CALLED** Lot 46 of Kintyre Estates

**MEASURING** 11,5422 Hectares

**HELD UNDER** Deed of Transfer No. 6311/03

**2. IMPROVEMENTS**

Vacant piece of land

**3. PURCHASE/ SALE PRICE**

The Purchase Price is agreed as the sum of US\$200 000.00 (Two Hundred Thousand United States Dollars only).

**4. PAYMENTS OF THE PURCHASE PRICE**

The payment of the purchase price in the sum of US\$200 000.00 (Two Hundred Thousand United States Dollars only) shall be paid by the purchaser(s) by way of a bank transfer free of bank charges or commissions as follows:

4.1 A deposit of US\$80 000.00 (Eighty Thousand United States Dollars only) payable within 3 working days from the date of signing of the agreement of sale by both parties and presidential certificate of no present interest being granted and presented to the Purchaser by the Seller.

4.2 The balance of US\$120 000.00) (One Hundred and Twenty Thousand United States Dollars only) payable within 14 days of both conditions in 4.1 being met.

4.3 All payments made shall be paid into Mupindu Legal Practitioners Trust Account:

ACCOUNT NAME: MUPINDU LEGAL PRACTITIONERS TRUST ACCOUNT

ACCOUNT NO: 66161327330010

BANK: CBZ

BRANCH: AVONDALE

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5. **POSSESSION, PROFIT AND RISK**

5.1 Possession of the property shall pass to the Purchaser on the date of transfer which date risk and profit in the property shall pass to the Purchaser – hereinafter referred to as the “date of possession”.

5.2 The seller shall be liable for all the risks of ownership, prepaid rates and taxes, water all levies and all expenditure in respect of the property and shall be entitled to all revenues accruing there from, up and until the date possession, profit and risk pass to the purchaser.

6. **OCCUPATION**

Vacant occupation of the property shall be given to the Purchaser upon receipt of the deposit by the Seller as per clause 4.1 above.

7. **LEASE**

The property is currently vacant and not subject to any lease.

8. **VOETSTOOTS**

The property is sold voetstoots as is at the date of signature hereof together with all building and all fixtures and fittings (The Property) and subject to the conditions and servitudes contained in the Title Deeds of the property, as the property stands on the date this agreement is concluded, with all visible defects applicable to such property. The purchaser has inspected the property fully and understands that the seller shall not be liable for any defects, which were not visible at the date of this agreement unless it can be proven that the seller has misled the purchaser in respect of such defects.

The seller confirms that Mortgage No. 2896/2012 is registered against the property and undertakes to get this mortgage cancelled and make sure that the caveat which states that the within land now vest in the President of Zimbabwe in terms of section 16B (4) of the constitution of Zimbabwe dated 07/10/05 is cancelled to facilitate transfer of the subject property in favour of the purchaser


9. **TRANSFER OF PROPERTY**

9.1 Transfer of rights, title and interest shall be done by the seller(s) to the purchaser(s) within a reasonable period from the date the purchase price is paid in full.

9.2 Transfer of the property shall be effected by the seller's conveyancers being Mupindu Legal Practitioners.

9.3 It is recorded that both the seller(s) and purchaser(s) shall hold themselves available to immediately sign all relevant and necessary documents and attend to all relevant offices required by law to effect transfer to the purchaser(s).

9.4 The purchaser(s) shall be responsible for payment of all costs incidental to transfer, transfer duty and conveyancing fees.

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- 9.5 Should transfer be delayed through no fault of either party, the parties shall not hold each other liable for any damages suffered as a result of the delay.

**10. CAPITAL GAINS TAX**

The seller(s) hereby acknowledges that they are aware of the terms and conditions of the Capital Gains Tax Act, and irrevocably instruct depositories i.e. conveyancers or Estate Agent to withhold and pay to the Zimbabwe Revenue Authority the due amount as Capital Gains Tax. The parties acknowledge that before transfer documents shall be lodged in the Deeds Registry office Capital Gains Tax Clearance certificate must be obtained by the seller(s) from Zimbabwe Revenue Authority to the effect that Capital Gains Tax has been paid or that the transaction is exempt from such payment. It shall be the responsibility of the seller(s), to obtain such certificate, and payment of the capital Gains Tax due in terms of this sale shall be the responsibility of the seller(s), and not the purchaser.

**11. AGENT'S FEES**

Rawson Properties Estate Agency fees which is permissible by the Estate Agents Council of Zimbabwe shall be in the sum of US\$11 500.00 (Eleven Thousand Five Hundred United States Dollars only), which is inclusive of 15% VAT as calculated in terms of Statutory Instrument 200/87 of the Estate Agents Council and shall be deemed to have been earned and due upon signing of the agreement of sale by both parties or upon cancellation of this sale by either part. The seller hereby irrevocably instructs the Conveyancer to ensure payment of the Agent's fees upon transfer of the subject property.

**12. AGREEMENT OF SALE COSTS**

The cost of this Agreement of Sale shall be a non- refundable fee of US\$ 300.00 (Three Hundred United States Dollars) and shall be payable by the purchaser on or before signing this Agreement of Sale.

**13. BREACH**

- 13.1** Should the purchaser(s) fails to observe or perform any of his obligations under this Agreement of Sale and fails to rectify such breach within 7 days of the dispatch by the seller(s) or his agent by registered post or hand delivery or electronic mail of written notice requiring him to remedy such breach the seller(s) shall be entitled, at his option, and without prejudice to any other rights available to him at law, either:

13.1.1 to cancel this Agreement of Sale, regain possession of the property and to claim damages for the breach of contract or otherwise: or

13.1.2 to claim immediate payment of the purchase price; and or

13.1.3 to claim specific performance in terms of this Agreement.

- 13.2.** In the event of cancellation by the seller(s) according to clause 13.1.1:

**13.2.1** The purchaser(s) hereby agrees to give up possession of and vacate the property; and

**13.2.2** The purchaser(s) shall not be entitled to claim any compensation from the seller(s) in respect of any additions or improvements made to the property prior to transfer. The purchaser(s) hereby indemnifies the seller(s) against any claim by any other person for

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[Signature]

compensation for any additions or improvements made to the property after the date of executing this agreement

- 13.3 Should the Seller(s) be in breach of the Agreement after 7 days of notification to rectify such breach when the purchaser(s) has fulfilled his/her obligations then the purchaser(s);

13.3.1 Shall be entitled to enforce the sale by way of court order and seek specific performance; Or

13.3.2 Shall institute legal proceedings against the seller for a refund of the purchase price or portion thereof paid, up to the date of notice, as well as costs and expenses incurred, and interest lost.

- 13.4 Should any part breach the terms of this Agreement of Sale, causing the Agreement to be cancelled, the defaulting party shall be fully liable for Estate's Agent fees due in terms of this Agreement of Sale.

14. **SPECIAL CONDITION/RELEASE OF THE PURCHASE PRICE**

The seller and Purchaser hereby irrevocably authorize the Rawson Properties to release the Purchase price to the seller upon transfer of The Property from the seller to the purchaser .

15. **INTRODUCTION**

The purchaser(s) and seller(s) both acknowledge that they have been introduced to the sale by the Estate Agent and that Rawson Properties is the effective cause of the sale of the property.

16. **ADDRESSES FOR LEGAL DOCUMENTS**

All parties agree that the addresses recorded in this agreement shall be the exclusive addresses used process for delivery or notices in terms of this agreement and shall be deemed to have been received by the party at such address once delivered, even if such party is not present at the address at the time of delivery.

(i) **The seller(s)** Physical Dodhill Farm, Chegutu  
Email: smhindu@yahoo.co.uk

(ii) **The purchaser(s)** Physical: No.51 Sutherland Heights, Mazoe Street, Harare.  
Email:mmufowo@gmail.com

17. **AUTHORISED SIGNATORIES**

In the event of the purchaser or seller acting on behalf of a company or company to be formed, close corporation or trust, the signatories hereto warrant that they are /is duly authorized hereto and that they shall be personally bound in the event of non-compliance with any of the company's or company to be formed or close corporation's or trust's obligations under this contract.

18. **DISCLOSURE BY SELLER AND PURCHASER**

The seller and purchaser to this Agreement hereby confirms that the full extent of their obligations and rights in terms of this agreement and any addendum hereto have been explained to them and that they have been given an opportunity to make necessary enquiries in

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respect of the property, and all related to the property and this sale and that they understand the effect of this.

19. **ENTIRE CONTRACT**

Parties hereby agree that this agreement contains the entire contract and that no warranties or representations expressed or implied have been made other than as set out herein and acknowledge that the practical and legal implications of this agreement have been explained to them in full and are acceptable to them. No variation to this agreement shall be valid unless reduced to writing and signed for by the seller and the purchaser.

Signed at Harare this 20th day of July 2018

PURCHASER MORGEN MYFOWO 07-00584807 [Signature]  
NAME ID NUMBER SIGNATURE

WITNESS Chimammy Ngeve 18-064915-518 [Signature]  
NAME ID NUMBER SIGNATURE

Signed at Harare this 20th day of July 2018

SELLER(1) Samukele Mhundu 63-337297M27 [Signature]  
NAME ID NUMBER SIGNATURE

SELLER(2) MICHAEL T.S Mhundu 63-2284102C-27 [Signature]  
NAME ID NUMBER SIGNATURE

WITNESS MARLON BADE 63-1017598518 [Signature]  
NAME ID NUMBER SIGNATURE

[Signature]  
R. Matengambiri (Principal Registered Estate Agent No. 719)  
For and on behalf of Rawson Properties