

MINISTRY OF LOCAL GOVERNMENT PUBLIC WORKS AND
NATIONAL HOUSING

No 208/01

MASVINGO RURAL DISTRICT COUNCIL

LAND ALLOCATION

FAST TRACK RESETTLEMENT

RDC

RDC

NAME OF OCCUPANT	CHIFAMBA DOUGLAS EDWARD M
I.D. NUMBER	22-198979 Z 27
ADDRESS	
PERMIT NUMBER	208/2001
FARM NAME	KIPPURE IRAM
STAND NUMBER	TWENTY ONE
HECTRAGE	

THIS SERVES TO CONFIRM THAT THE ABOVE NAMED HAS PERMISSION TO
OCCUPY STAND NUMBER 21 UNDER KIPPURE IRAM FARM
AND IS HEREBY PERMITTED TO PUT UP RESIDENTIAL STRUCTURES AND
CARRY OUT FARMING ACTIVITIES UNDER MASVINGO RURAL DISTRICT
COUNCIL AS PER CONDITIONS SET OUT IN THE LAND FAST TRACK
RESETTLEMENT PROGRAMME.

DISTRICT ADMINISTRATOR
OFFICE
REGISTRY
DATE
24 JUN 2009
DISTRICT ADMINISTRATOR
P.O. BOX 123, MASVINGO
ZIMBABWE

MASVINGO
RURAL DISTRICT COUNCIL
CHIEF EXECUTIVE OFFICER
29 JUN 2009
P.O. BOX 724, MASVINGO
TELEPHONE 262079

LEASE AGREEMENT

10 DECEMBER 2021

BETWEEN

DOUGLAS CHIFAMBA

[22-198979-Z-27]

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ROSEMARY KAISI

[38-029369-V-38]

FOR

PLOT 21 KIPPURE
ROY, MASVINGO

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MEMORANDUM OF AGREEMENT OF LEASE OF

Plot number 21 Kippure, ROY,
MASVINGO

Between

DOUGLAS CHIFAMBA (22-198979-Z-27)
Residing at 17 Sammtini, TRIANGLE

Hereinafter referred to as the LESSOR

AND

ROSEMARY KAISI (38-029369-V-38)
of 158 Valley Road, Fern Valley
MUTARE

hereinafter referred to as the LESSEE

Whereas the Lessor is the owner of PLOT # 21 KIPPURE, ROY, MASVINGO (hereinafter referred to as the property) zoned as a FARMING PLOT measuring 40 hectares and consists of an uncompleted main house which is at the gable level, drilled but not piped 55m boreholes, pipes available, no pump available, no electricity as yet, to be used for farming and residential purposes during the period of the contract.

AND WHEREAS THE Lessor has agreed to lease to the lessee the said property.

NOW THEREFORE these present witness that the parties have entered into and concluded the following lease agreement under the following terms and conditions:

1) PERIOD

The period of the lease shall commence on 13 December 2021 to 31 December 2026, five (5) years unless terminated by operation of law, breach of lease or terminated by either party giving the other party a minimum of six (6) calendar months' notice in writing citing VALID reasons for termination and both parties in agreement for that act.

At the termination of the lease, the Lessee shall give the Lessor vacant possession of the leased premises in a fair state as was at the initial occupation of the property with all household equipment, doors and windows functioning as was at occupation. The lessee shall return to the Lessor all keys made available to the Lessee at the inception of the lease. The lessee shall be responsible for cleaning the premises and removal of all rubbish related thereto.

Th lease is RENEWABLE subject to agreement by both parties.

2) RENT

The rent of the leased Farm shall be a once off payment of Six Hundred United States Dollars (USD600.00) for the entire 5 years lease period, payable in advance without demand and without any deductions to the LESSOR upon signing of this Agreement. No any other payment shall be demanded by the LESSOR unless agreed by both parties.

Handwritten signatures and initials are present at the bottom right of the page.

3) USE OF PROPERTY

The property shall be used for farming and residential purposes by the Lessee, her family members and workers. Any change of use by the Lessee will require the consent of the Lessor in writing. The Lessor authorises the Lessee to use the available materials for purposes of upgrading the property ONLY.

4) REPAIRS & IMPROVEMENTS

- Any damages, which are above normal wear and tear, shall be repaired on the account of the lessee.
- In the event that the Lessee desires to do improvements on the property, she has to communicate and get the consent of the Lessor first.

5) ACCESS TO THE PROPERTY

The Lessor or his agent may with prior notification seek access to the property at times for the purpose of inspection and any other purposes connected with the operation of this agreement or to the effect developments of the said property or any repairs or alteration which may be required that should not interfere with the lessee's privacy.

6) DEFAULT

- Both lessor and lessee shall be entitled to cancel the lease if any of the parties fail to reasonably comply with the terms of this agreement. In the event of any litigation in contest of this agreement the successful party shall be entitled to recover all reasonable costs.
- Anything the Lessee brings to the farm remains hers and is free to remove as and when she wishes to.
- Domestication of animals is allowed as well as free use of the available water sources

7) MISCELLANEOUS

The Lessee hereby agrees to the following:

- a) Any other payments arising could be in form of rates, government fees (excluding withholding tax) for the said property the duration of the lease period shall be borne by the Lessor
- b) Shall inform the lessor in writing of any defects in the property and failure to do so will constitute acknowledgement that he accepts the premises are in good condition.
- c) Shall keep the leased premises and surroundings in a tidy, clean and sanitary condition.
- d) Should the lessee commit a breach of the above terms and conditions of this lease, then and in such an event the lessor shall have the right to cancel forthwith this agreement and relake possession of the premises without prejudice to any claim it may have for arrear rent or for any damage for breach of contract, or both.

The Lessor shall ensure that -

- a. The structure of the property remains well maintained by inspecting the property regularly
- b. There is prompt response to the lessee's requests and enquiries.
- c. Payment of lease levied upon the leased premises

TERMINATION

This agreement may be terminated or renewed by either party or by way of a two month's written notice. Thus done and signed at ZVISHAVANE on this 10TH day of December 2021.

Douglas Chifamba
Lessor

Witness

I. Stephen Moyo
Full Name

C7-125974-028
ID number

Signature

Rosemary Kaisi
Lessee

Witness

I. Kaisi
Full Name

35-135917-30
ID number

Signature

PIC
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