

AGREEMENT OF LEASE

ENTERED INTO

BY

AND BETWEEN

Ms TSITSI MUTARA

ID:45-030347D-45, BORN:01/03/1967

RESIDING AT:692 Mkwati Dr, Orange Grove, Chinhoyi

(Hereinafter referred to as the 'LESSOR') Being the lawful offer letter holder

AND

ARTWELL MATARANYIKA

ID: 43-077828 A 07, BORN: 15/02/1980

RESIDING AT: Plot 3, Barrowdale Farm, Marondera

(Hereinafter referred to as the "LESSEE")

WHEREAS the LESSOR is the owner of a farm known as **Subdivision 2 of Gonubi Springs in Makonde**, owned through a government lease under offer letter hereinafter known as (the property).

AND WHEREAS the LESSOR has agreed to lease 120 arable hectares, subject to the following terms and conditions.

NOW THEREFORE THESE PRESENTS WITNESSETH

1. LEASE

The LESSOR hereby agrees to lease to the LESSEE 120 hectares from the 1st of May 2021 to the 31st May 2036.

2. RENT

2.1 The rent shall be 5% of total produce revenue for two (2) major crops i.e .maize and wheat payable upon harvest and payment from, the GMB.

2.2 The lessee shall pay US\$200.00 or the equivalent per month starting from the 5th month after the commencement of this lease. The sum of these monthly payments shall be deducted from the total 5% revenue.

2.3 The lessee shall give lessor 5% of any other produce produced at the farm.

2.4 The lessee shall give the lessor one (1) tonne of maize after each maize harvest.

2.5 The lessee shall give the lessor half a tonne of wheat after each harvest

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DURATION

The lease shall be for a period of 15 years as referred to above and shall be subject for renewal at the instance of either party at least three months before the expiry of the lease period.

SECURITY DEPOSIT

A deposit of USD1,000 shall be paid at the inception of this agreement.

VOETSTOOTS

The property is leased voetstoots as it stands and hand over take over has been done.

ENTIRETY OF AGREEMENT

The parties hereto acknowledge that this Agreement of lease constitutes the entire contract between the parties and no warranties, representations or conditions not recorded herein shall be binding unless signed by the parties.

USE

The property shall be used for agricultural purposes only. The LESSEE intends to do mainly maize and wheat but may do other smaller projects in order to sustain the major crops, whose minimum shall be as follows:

100 hectares of maize

20 hectares other crops

DISPUTE RESOLUTION

In case of a dispute, the parties agree to an arbitrator who shall be an independent person of good moral and legal standing such as a pastor, bank manager, commissioner of oaths or any such person as the parties may agree. Should the parties fail to agree on such a person, the aggrieved party shall the matter to the Commercial Arbitration centre in Harare which shall appoint an arbitrator. The decision of the arbitrator shall final and binding upon both parties. Each party shall bear their own cost of the arbitrator and legal representative should they seek any.

JURISDICTION

The parties do hereby accept and submit to the jurisdiction of any Magistrate's Court in respect of any relief sought in respect of this Agreement of lease

CONDITIONS

The rentals will be reviewed after three (3) years.

The LESSEE shall assist the LESSOR with equipment for tillage of 20 hectares maize every season. The LESSOR will provide their own diesel and other consumables.

It is the duty of the lessor to insure accessibility of infrastructure for the lessee.

The Lessor shall pay Ministry of Lands rental fees

INFRASTRUCTURE DEVELOPMENT

The LESSEE may develop infrastructure at the property in order to carry out his farming activities. These may include, but not limited to:

- a. Irrigation infrastructure
- b. Electricity
- c. Dwelling house(s)

T.M.
AMV.N

At the expiry of this lease agreement, the LESSEE shall leave all immovable developments for the benefit of the LESSOR without demanding any compensation, except where the LESSOR gives notice of termination before the expiry of the lease.

TERMINATION

This lease will automatically expire in fifteen (15) years from the date of signature and may be renewed for another five (5) years or more as agreed by the parties.

In the event of either party deciding to terminate the agreement, he should give the other party at least 3 months written notice. In this case consideration of crops in the ground should be made and will take precedence over the 3 months that is to say, the notice should not be less than the period of removing the crops in the field. Residing at 692 Mkwati Dr, Orange Grove, Chinhoyi.

3. DOMICILUM

The parties choose the following as their *domicilum excutandi* (address of notification):

For the LESSOR:

For the LESSEE

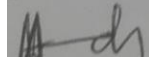
692, MKWATI DR, ORANGE GROVE, PLOT 3, BARROWDALE, MARONDERA
CHINHOYI

THIS DONE AND SIGNED BY THE LESSOR AT CHINHOYI ON THIS 15th DAY
MAY 2021

WITNESSES

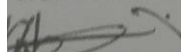

JUSTICE MUTARA

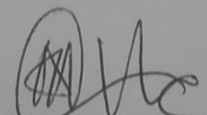

MS TSITSI MUTARA

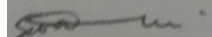

Bigail Mutara

THIS DONE AND SIGNED BY THE LESSEE AT CHINHOYI ON THIS 15th DAY
MAY 2021

WITNESSES


LAIO USUNABA


ARTWELL MATARANYIKA


ADISWA MATARANYIKA

T.M.
G.H.
V.M.

All correspondence should be addressed to
"THE SECRETARY"
Telephone: 797325-30
Fax: 797334
Telex: ZIM AGRIC 22455 ZW



ZIMBABWE

Reference:
MINISTRY OF LANDS,
AGRICULTURE AND
RURAL RESETTLEMENT
Ngungunyana Building
1, Borrowdale Road
Private Bag 7701
Causeway
Harare

Ref: L183

To: **A. MUTARA**
63-377889J-J—
BOX 296, CHINHOYI

Date: **07-Jan-03**

Dear Sir/Madam

**Re: OFFER OF LAND HOLDING UNDER THE LAND REFORM AND
RESETTLEMENT PROGRAMME, (MODEL A2 PHASE II)**

1. The Minister of Lands, Agriculture and Rural Resettlement has the pleasure in informing you that your application for land under Model A2 Scheme has been successful.
2. You are offered Subdivision **2** of **GONUBI SPRINGS**
in **MAKONDE** District of **MASHONALAND WEST PROVINCE** for
agricultural purposes. The farm is approximately **400.13** hectares in extent.
3. The offer is made in terms of the Agricultural Land Settlement Act [Chapter 20:01] whose provisions you are advised to acquaint yourself with. Conditions that go with the offer are attached.
4. You are requested to indicate on the attached form whether you accept this offer or not, within 30 days of receipt of this offer.
5. If you accept this offer, you are required to declare any state land you maybe leasing for agricultural purposes or whether you have been allocated agricultural land under any Government scheme.
6. A lease agreement will only be entered into once the Minister is satisfied that all conditions have been met.
7. The Minister reserves the right to withdraw or change this offer if he deems it necessary, or if you are found in breach of any of the set conditions. In the event of withdrawal or change of this offer, no compensation arising from this offer shall be claimable or payable whatsoever.

Dr. J. M. Made (MP)

Minister of Lands, Agriculture and Rural Resettlement

REFERENCE:

Telephone: -
067- 2121763

Telex :-
Facsimile :-



MINISTRY OF LANDS
AGRICULTURE, WATER AND
RURAL RESETTLEMENT
MASHONALAND WEST
P O BOX 43
CHINHOTO

2-Nov-2020

To Whom It May Concern

Dear Sir/Madam

**REF: PROOF OF LAND BENEFICIARYSHIP: TSITSI MUTARA: I.D NUMBER:
45-030347D45: S/D 2 GONUBI SPRING FARM (400.13 HA): MAKONDE
DISTRICT**

This letter serves to confirm that subdivision 2 of Gonubi Spring farm was allocated to Mr. A. Mutara who is late. An offer letter for the surviving spouse Mrs. T. Mutara is being processed.

May you therefore render her any assistance that she requires.

Thank

A handwritten signature in dark ink, appearing to be 'M. Muvondori'.

M. Muvondori
District Agriculture Land Officer-Makonde

