

002591

**MID/GWE 512/02**

## **AGREEMENT OF LEASE**



Entered into Between

**THE GOVERNMENT OF  
ZIMBABWE**

Being duly represented by

**THE MINISTER OF LANDS AND  
RURAL RESETTLEMENT**

And

**MATILDA MANHAMBO  
ID NUMBER 63-434366 X 67**

(hereinafter referred to as the "Lessee(s)")

(In relation to any person who holds land under this lease, Lease shall mean that person and his or her spouse or spouses jointly.)



CERTIFICATE  
Paid. 1349- Stamp Duty and fees  
Receipt No 0094677 Dated 24/11/2017

REGISTERED AT BULAWAYO, ZIMBABWE  
29<sup>th</sup> day of November 2017  
MA 0000362 2017 SA Apasa  
Registrar

CIVIL DIVISION  
ATTORNEY-GENERAL'S OFFICE

## NOTARIAL DEED OF LEASE

Prepared by:

.....  
LEGAL PRACTITIONER AND NOTARY PUBLIC



**KNOW ALL MEN TO WHOM IT MAY CONCERN**

That on this 20<sup>th</sup> of October 2017, before me TARIRO MUSAANGWA  
Notary public, by lawful authority duly admitted and sworn and residing and practicing at  
Harare Zimbabwe, and in the presence of the subscribed witnesses personally came and  
appeared:-

**DOUGLAS TENDAI MOMBESHORA**

**ID Number: 63 – 542177 H 70**

**(In his capacity as Minister of Lands and Rural Resettlement and on behalf of the  
Government of Zimbabwe and duly authorised hereto by the Government of  
Zimbabwe herein after called the Lessor)**

and

**Matilda Manhambo**

**LD. Number: 63 – 434366 X 67**

**Date of birth: 08 July 1958**

**(herein after called the Lessee)**

**WHEREAS** the Government of the Republic of Zimbabwe, desiring to rectify the land  
ownership imbalances created by colonisation, has acquired agricultural land pursuant to  
Section 16B(2)(a) of the Constitution of Zimbabwe for the purpose of settling new  
farmers on the acquired land;

**AND WHEREAS** it is desirable that the farmers be given security of tenure by means of  
leases for the land allocated to them under the A2 model Scheme described in the Land  
Reform and Resettlement Programme and Implementation Plan (Phase 2), published in  
April, 2001 (as re-issued and amended from time to time);

**WHEREAS** the Appearer on behalf of the Government of Zimbabwe wishes to enter  
into a lease agreement with the lessee.



purchased by him or her in terms of clause 4.1(b), for the purpose of securing to the financial institution or lender a prior right to recover the amount of the monetary obligation so secured from the person to whom the Lease is ceded or transferred in accordance with clause 15.1, and no such cession or transfer shall take effect until the monetary obligation is discharged unless the financial institution or lender agrees otherwise.

## 25 DOMICILIA AND NOTICES

The Parties choose as their *domicilia et executandi* for all purposes relating to the Lease the following addresses:—

- (a) **Secretary for Lands and Rural Resettlement, Private Bag 7779 Causeway, Harare**
- (b) **No. 33 Kopje Road, Gweru.**

or such other address as the Lessor or Lessee may hereafter nominate by notice in writing to the Lessor or Lessee, as the case may be.

## 26 ADMINISTRATION

Any act required or permitted to be performed by the Lessor in terms of this Agreement may be performed on behalf of the Lessor by the Secretary for the Ministry of Lands, Land Reform and Resettlement or such other Secretary to a Ministry as the Lessor may nominate or such officer in the Public Service as may be designated by the Secretary.

## 27 DECLARATION

This Lessee (in the case of a Lessee referred to in paragraph (a) of the definition of "Lessee" in Clause 1.1) hereby declares that he or she does not own any other agricultural land or hold any other lease of agricultural land



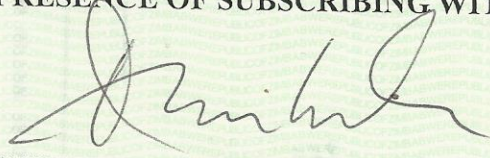
## 28 COSTS

This lease shall be registered in the Deeds Registry Office and all expenses and stamp duties of and incidental to the preparation, execution and registration of this lease shall be borne by the Lessee.

## 29 ENTIRE AGREEMENT

This Lease constitutes the entire agreement between the Parties. No variation or amendment of it is valid unless it is put in writing and signed by both parties.

THUS DONE AND EXECUTED BY THE APPEARER AND THE LESSEE AT  
HARARE ON .....<sup>20<sup>th</sup></sup>.....DAY OF October..... IN THE YEARS  
OF OUR LORD TWO THOUSAND AND FOURTEEN (~~2014~~) IN THE  
PRESENCE OF SUBSCRIBING WITNESSES. (2017) ~~2014~~





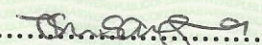
APPEARER

LESSEE



WITNESSES

1.   
2. 



NOTARY PUBLIC

