

# MEMORANDUM OF AGREEMENT ENTERED INTO BY AND BETWEEN

Sailas Katsiru Id number 63-376752 y 11

Represented by Alice Katsiru Id number 63-649053 C 11

OF

Plot number 7 Selwood farm Bindura

And

Taona Gezi ID number 63 1144994 R 47

OF

Plot number 7 Selwood farm Bindura

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IN RESPECT OF THE JOINT VENTURE OPERATIONS ON Plot 7 Selwood farm Bindura

## WHEREAS

1. The landholder is the registered and lawful occupant of a certain piece of property known as Selwood farm plot number 7 ward 20 Bindura measuring 185 4 ha
2. The parties having agreed to associate together in a Joint Venture (JV) with the main aim of conducting a farming business on 60 Hectares, herein agree to constitute themselves as a Joint Venture.
3. Any reference to Taona Gezi in this agreement shall include any approved manager contracted by Taona Gezi to implement and facilitate compliance with this agreement to

pursuant to this agreement.

4. Both parties agree that all annexures mentioned in this agreement will be added to the agreement and signed by both parties.

## **THIS IS HEREBY AGREED AND RECORDED AS FOLLOWS:**

### **1. JOINT VENTURE CAPITAL CONTRIBUTIONS:**

- a. The parties hereby associate in a Joint Venture for the purposes of conducting a farming business involved in the growing of crops, horticulture or livestock. The parties shall make the capital contributions required by the JV and for all subsequent projects, and their capital amount shall be credited with the appropriate value of such contributions in accordance with the following:
- b. The Landholder's contribution to the JV shall be the use of land for the purposes of Maize, wheat soya bean, chickens and piggery (state farming activities), (Annexure A: Map of the land, Plot and area that is available). The workshops and other structures on the Farm may be utilized by the JV.
- c. The Landholder agrees NOT to enter into a JV of any of this portion of land with any other party for the duration of this Agreement. It is recorded that the area of land to be utilized by Taona Gezi for purposes of this JV is demarcated on the map attached as Annexure A. The Landholder has the right to farm the area excluded from this joint venture on his own account.
- d. The Landholder further grants the JV exclusive rights to the irrigation infrastructure associated with the identified land.
- e. The Landholder further grants the JV the right to use existing staff accommodation and to build accommodation for the employees of the JV, and any other fixed structures that may be of use to the JV.
- f. The Landholder further grants the JV access to the water rights enjoyed by Taona Gezi and in so doing enable the JV to produce irrigated crops.
- g. The Landholder grants the JV permission to clear trees and timber as arable land is opened up and the use of the wood for curing fuel. Both parties will consult on this aspect before any clearing is done.
- h. Both parties agree that there shall be a season's notice, given in writing for the cancellation of this agreement and that consideration will be given for crops already in the ground and recovery of any and all expenses incurred by Taona Gezi
- i. Taona Gezi contribution to the JV will be the provision of management in consultation with the Landholder and sourcing the financial contribution required for the farming operation.
- j. Taona Gezi will supply all the equipment required for the success of the JV provided that the financier shall not use any equipment or assets already at the farm as collateral to raise funding.
- k. The JV shall adhere to and utilize good agricultural practices (GAP).
- l. The JV shall not be liable for historical debts that the farm may have to ZETDC, Land Tax, ZIMRA, labour wages and gratuities, NSSA, ZINWA and banks. These debts remain the responsibility of the Landholder, unless declared and in his/her Sole and unfettered discretion paid for by... .. and deducted from the sum due to the Landholder by the JV. The Landholder hereby discloses these liabilities and debts and these are disclosed in Annexure B attached hereto and marked B. Repayment plans

with all the creditors shall be disclosed. The Landholder shall pay utilities bills during the duration of the JV if not expressly associated with the JV.

- m. The Landholder is fully responsible for his own tax affairs (ZIMRA). Both parties shall be tax compliant with respect to the laws of Zimbabwe.
- n. It is hereby agreed and recorded as a condition precedent that this agreement is subject to the conditional fulfilment of the following: the approval, in writing to the content of this agreement by the Minister of Lands, Agriculture, Water and Rural Resettlement.
- o. Both parties will endeavour to protect the investments in the JV.

## 2. DURATION

The operation of the business of the JV shall formally commence on 30 November 2021 and shall continue for a period of 5 years, terminating on 30 November 2026, Provided there is no breach, the parties may renew the agreement for a further 5 years on the same terms and conditions.

## 3. FARMING OPERATIONS:

- 3.1 The JV partners shall, on or before the 1<sup>st</sup> of September each year, discuss the intended cropping programme for the next 12 months.
- 3.2 The parties will agree on and provide the business and production plans for the duration of the contract to be provided as Annexure C.

Any variation to be submitted as soon as they have a material impact, or result in more than 20% variation in the business plan.

- 3.3 The parties are to submit an annual return to the Ministry's Monitoring and Evaluation Unit, by 31 August each year for summer crops and 30 November each year for winter crops. Failure to submit a return will attract penalties including withdrawal of approval of the JV.
- 3.4 The Ministry's M and E unit or any other appointed officials shall be allowed reasonable access for inspection for compliance by the parties to the joint venture.
- 3.5 The JV partners shall ensure that all annual lease rentals are up to date. Failure to pay these rentals shall be a material breach of this agreement.

## 4. MANAGEMENT

The JV will aim to operate in the spirit of co-operation and understanding. Whilst Taona Gezi is the financial partner in the JV, both parties agree that the JV will employ managers to oversee the management of farming operations. The Landholder shall not unduly compete for labour at the expense of the JV's operations and shall endeavour to create a production-oriented and conducive work environment. The JV will aim to operate under a spirit of good will.

## 5. OPERATING COSTS

All costs associated with the farming operation shall be for the account of the JV, including land tax, tax/council rates, ZETDC, ZINWA fees for the duration of the JV period. ZEDTC bills for the Landholder's private business shall be paid by the landholder. Historic bills shall be to the Landholder's account.

## **6. REPAIRS AND MAINTENANCE**

Taona Gezi shall undertake all repairs and maintenance of the farm facilities belonging to it, that is required for the operation of the JV e.g. borehole, barns and sheds.

## **7. SHARING OF INCOME**

- a. 10% of Gross value from production will be the Landholders' share of income.
- b. Any debts or liabilities to be declared by the Landholder, as in Annexure B.

## **8. IRRIGATION EQUIPMENT, FARMING MACHINERY**

- a. All moveable machinery, plant and equipment brought into business by Taona Gezi shall remain the sole and exclusive property of Taona Gezi.
- b. The Landholder will have the right of first refusal to purchase the equipment provided he is prepared to offer fair market related prices that take into consideration depreciation and wear and tear.
- c. The Landholder has no moveable assets being used in the JV.

## **9. ACCOUNTS**

The Financial year of the JV will be 1<sup>st</sup> August to 31 September. The JV may engage Auditors from a reputable firm of chartered accountants. The JV will keep records of all production and sales of farm produce. These records will be able available to both partners for inspections.

## **10. BREACH**

If either Party should commit a breach of any of the provisions of the Memorandum of Agreement and remain in default for a period of 30 days after receipt of written notice from the other party calling on it to rectify the breach then the aggrieved party shall have the right (but shall not be obliged) to cancel this agreement by written notice to that effect to the defaulting party and claim any damages suffered. The cancellation of this agreement shall be without prejudice to all other rights which the aggrieved party may have at law, including the right to recover damages from the defaulting Party or to seek an interdict against it.

## **11. LEGAL STATUS**

The agreement shall be governed by, construed and interpreted in accordance with the laws of Zimbabwe. For the avoidance of doubt, this agreement shall not be construed as constituting a lease or agency agreement

- a. This agreement constitutes the sole record of the understanding between the Parties in regard to the subject matter thereof.
- b. Neither Party shall be bound by any representation, warranty, undertaking, promise not recorded in this agreement.
- c. No addition to, variation or consensual cancellation of this Memorandum shall be of any force or effect unless affected in writing and signed by or on behalf of all the Parties
- d. Any indulgence, which any Party may show any other in terms of or pursuant to the provisions contained in the agreement, shall not constitute a waiver of any of the rights of the party which granted such indulgence.
- e. The provisions of this agreement shall be binding upon the successors-in- title- and assigns of the Parties. Accordingly, the rights and obligations of each arising party out of this Agreement shall devolve upon and bind its legal and personal representative/s successors-in-title and permitted assigns.
- f. Save as otherwise expressly provided in this Agreement, this Agreement is personal to the parties and the parties shall not be entitled to cede, assign, transfer or otherwise make over any of their rights or delegate any of its obligations hereunder without the prior written consent of the other Parties, which consent shall not be un reasonably withheld

### 13. CONFIDENTIALITY

The Parties shall keep confidential and shall not disclose to any person, except as permitted in writing by the other, nor shall any party use for its own benefit any and all information, material and data, whether of a business, technical, financial, operational, administrative, marketing or other nature in respect of the other party or its operations which is disclosed to it by the other party or any third party or it has acquired (whether before or after the date of this agreement) in connection with or in the course of this agreement (collectively referred to as "Confidential Information")

### 14. ARBITRATION

In the event of any dispute or difference arising between the parties, hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, validity, enforceability, termination or cancellation of this Agreement, the Parties will forthwith meet and use their best endeavors to attempt to settle such dispute or difference. Should the Parties fail to reach an agreement, they agree to consult and involve the Ministry of Lands, Agriculture, Water and Rural Resettlement in an attempt to resolve any issue swiftly and amicably.

Falling such settlement within a period of 30 (thirty) days, prior to the institution of any other form of proceedings, the said dispute or difference shall be dealt with by arbitration in terms of the Arbitration Act.

1/10/73

1. The first part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1972.

2. The second part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1973.

3. The third part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1974.

4. The fourth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1975.

5. The fifth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1976.

6. The sixth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1977.

7. The seventh part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1978.

8. The eighth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1979.

9. The ninth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1980.

10. The tenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1981.

11. The eleventh part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1982.

12. The twelfth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1983.

13. The thirteenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1984.

14. The fourteenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1985.

15. The fifteenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1986.

16. The sixteenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1987.

17. The seventeenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1988.

18. The eighteenth part of the report is a summary of the work done by the Department of Agriculture, Fisheries and Forestry in the year 1989.



ZIMBABWE

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

Ref: 4/183

TO: KATSIRU SAILAS  
(ID 63-3767524-11)  
BAG 835  
BINDURA

MINISTRY OF LANDS,  
AGRICULTURE AND RURAL  
RESETTLEMENT

Date: 10 JUL 1987

Dear Sir/Madam

Re: OFFER OF STATELAND HOLDING, MODEL A2 PHASE II

1. We refer to your application for a farm and have the pleasure to inform you that the application has been successful.

2. You are offered S/A 7 SELWOOD..... in the District of BINDURA  
Province MASH. CENTRAL at an annual Rental to be advised. The farm is  
approximately 185.42 ha in extent.

COPY OF

This offer is made in terms of the Agricultural Land Settlement Act [Chapter 20:01] and you are requested to acquaint yourself with the provisions of the Act before signalling your acceptance.

QUARTERS  
WAGE  
ON'S

18

CAUTION  
WE

4. The offer is subject to the following conditions:-

(i) that you take up personal and permanent residence on the holding upon your acceptance of this offer which should be communicated to this office within 30 days of receipt

OR

(ii) you appoint a manager who shall personally and permanently take up residence on the holding within three months of your acceptance of this offer; and

b) that you undertake to initiate developments on the holding in accordance with the five year development plan which you submitted together with your application. In the event of your plan not being specific to the farm that you are now offered, you shall be required to submit a new plan to this office for approval before it is implemented within one month of your acceptance of the offer

c) (i) that you shall not cede, assign or make over any right or obligation or sublet or part with possession or grant any form of right of occupation in respect of this farm or part thereof without the prior written consent of the Minister; and

(ii) that in the event of death of the Lessee, the rightful heir shall apply for succession

(iii) that in the event of the Lessee not being able to continue farming operations because of physical or mental factors, he/she can apply for cession or surrender his rights to this Ministry.

CERTIFIED TRUE COPY  
OF THE ORIGINAL

c) that you comply with all the provisions of the Agricultural Land Settlement Act [Chapter 20:01] pertaining to the leasing of state land and, in addition, any special conditions which may be imposed by the Minister and

d) that you shall comply with any laws requiring the grant of any servitudes over the holding should you be required to do so by the Minister.

5. You are further advised as follows:-

a) the onus of notifying this office of any change of address shall lie with you and your failure to do so shall absolve this Office from responsibility for misdirected correspondence;

b)(i) when it is established that you have occupied and you are developing the holding, an Agreement of Lease shall be prepared and forwarded to you for signature.

(ii) The lease shall be up to 99 years with an option to purchase, which option shall be revealed by the Minister from time to time.

(iii) The option to purchase shall be exercised in conformance with the maximum farm size regulations to be prescribed by the Minister from time to time in terms of the Rural Land Act.

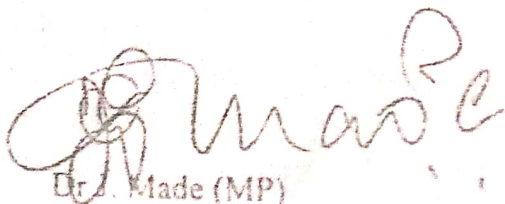
c) irrespective of the date of signature of the lease agreement, the commencement date shall be set back to cover the actual period of occupation and you will be responsible for payment of lease rentals and council rates from the date of your acceptance of this offer;

d) you shall be required to assume responsibility and custody for any existing developments on the farm from the date of your acceptance of this offer.

6. The offer may also be cancelled or withdrawn for breach of any of the conditions set out above.

7. The Ministry reserves the right to cancel/withdraw this offer if it is established that you failed to disclose essential information when you completed your application or when you were interviewed such as the ownership or lease of other state lands or lands should you fail to dispose of same. In the event of such cancellation or withdrawal no compensation shall be paid for improvements effected on the land or for any disturbance whatsoever.

8. You are kindly requested to indicate by signing the attached letter whether you accept this offer or not within 30 days from the date of this letter.



Dr. J. Made (MP)

**MINISTER OF LANDS, AGRICULTURE AND RURAL RESETTLEMENT**

**CERTIFIED TRUE COPY  
OF THE ORIGINAL**

10 DEC 2021

S. MUZUNA  
COMMISSIONER OF O&M  
CELL 0772 757 594



2140141016

# MARRIAGE ACT [CHAPTER 371] DUPLICATE ORIGINAL REGISTER

Number 1029 of 1921

Full names of parties	Condition of parties (bachelor, spinster, widower, widow, divorced)	Age of parties	Residence at time of marriage	Whether by banns, notice of intention to marry or marriage license	Consent—by whom given
1. <u>DIAS, KANDICE</u> 2. <u>ALICE KUMUKU</u>	MARRIED UNDER CHAPTER 288 MARRIED UNDER CHAPTER 288	36 26	17-17th AND WILSON PARK, HAWAII. 17-17th AND WILSON PARK, HAWAII.	MARRIAGE LICENSE MARRIAGE LICENSE	OWN OWN

Signature of the person to be married

[Signature]

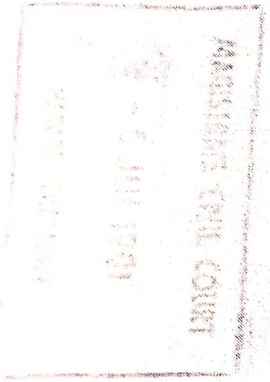
Witnesses to the marriage

P. Panda  
1. PRITIME

This marriage was solemnized by me at HAWAII on this 5th day of JULY, 1921

CERTIFIED TRUE COPY  
 OF THE ORIGINAL

10 DEC 2021



C. A. CHISEN  
 Marriage officer

MARRIAGE  
 Official designation

HAWAIIAN CIVIL COURT  
 151 STREET, HONOLULU

REPUBLIC OF SINGAPORE  
NATIONAL REGISTRATION

ID NUMBER 63-649063 C 11 CTF  
SURNAME KATSIRU  
FIRST NAME ALICE  
DATE OF BIRTH 07/05/1965  
VILLAGE OF ORIGIN MA/FENDU  
PLACE OF BIRTH MAROMBERA  
DATE OF ISSUE 23/11/2004  
EXPIRATION DATE 23/11/2004

Registration

CERTIFIED TRUE COPY OF  
ORIGINAL

CONSUL GENERAL SINGAPORE

THE CONSUL GENERAL SINGAPORE  
DR. COE JAY WARE  
REGISTRATION DIVISION OFFICE  
2014-05-18

P.O. BOX CY 34, CAUSEWAY  
ZEMABINE

CERTIFIED TRUE COPY  
OF THE ORIGINAL

10 DEC 2021

S. MUZYVA  
COMMISSIONER OF OATHS  
021 672 7575 94

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