



8th Floor Construction House
106 Leopold Takawira St
Harare
+263 773 433 863/ 773 292 037
Email:cuthbertmpame@yahoo.co.uk

MEMORANDUM OF AGREEMENT OF LEASE PURCHASE

Made and entered into by and between:-

BERT PROPERTIES (PRIVATE) LIMITED
(represented herein by CUTHBERT MPAME)

OF

8th Floor Construction House
108 Leopold Takawira Street
HARARE
(hereinafter referred to as the Lessor)

AND

FUNGAI LEMEYU
(born 26TH March 1982) I.D. NO. 63-1159170 A 63
Email flemeyu@gmail.com

And

LAINAH LEMEYU
(born 10TH November 1985) I.D. NO. 63-1289603 A 25

CELL NO. 0772 951 251
OF

No. 2278 TAFARA, HARARE
(hereinafter referred to as the "Lessees")

WHEREAS the Lessor is the lawful owner of certain piece of land situate in the District of Hartley being the Remaining Extent of Lydiate measuring approximately 305 hectares.

AND WHEREAS the lessor has subdivided the said piece of land into several units, some of which he is desirous of leasing.

AND WHEREAS the lessor has offered to lease one unit, being Lot 85 measuring 1, 69 hectares ("the premises") under a lease with an option to purchase to the Lessees who have accepted the offer.

AND WHEREAS the parties have agreed on the terms of the lease of the aforesaid Lot 85 and desire to record their agreement and reduce same into writing.

NOW THEREFORE THESE PRESENCE WITNESS THAT:-

1. The Lessor hereby leases to the lessee who hereby takes on lease and hereby chooses to exercise the option to purchase offered by the lessor, the premises.

Directors: Cuthbert Mpame LLB (Hons), BL, Nyasha S Nyaruwata LLB (Hons)

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2. The lease shall commence on the 12th May 2014 irrespective of date of signature and shall expire after thirty six months that is, on the 30th of June 2017.

3. RENTALS

The initial rental for the leased premises shall be US\$4 500, 00 for the first month and thereafter the monthly rental shall be US\$1 284, 00 payable into the Lessor's nominated account detailed hereunder:

BANK	CBZ
BRANCH	SAPHIRE HOUSE
ACCOUNT NAME	C. MPAME AND ASSOCIATES TRUST ACCOUNT
ACCOUNT NUMBER	03320738400040

Rentals shall be due and payable by the last day of each subsequent and succeeding month.

4. The leased premises shall be used for agro-residential purposes by the Lessees subject to compliance with Municipal Regulations and by-laws.
5. The lessees have inspected the premises and satisfied themselves that the premises are in good and proper state of maintenance.
6. The lessees shall not cede or assign this lease or any part thereof or alienate, mortgage donate or otherwise dispose of the same without the prior written consent of the seller or until title to the premises shall have been granted to them as hereinafter mentioned.
7. Should the Lessees fail to pay rent or any part thereof on the date when it is due and payable as aforesaid, or if the lessees commit any other breach of the terms and conditions hereof or become insolvent, the Lessor shall be at liberty to terminate this agreement on two (2) month's written notice and take possession of the premises and eject the Lessees therefrom. This shall be without prejudice to any claim which the Lessor may have for unpaid rent, or for damages in lieu thereof, nor shall the lessees be entitled to refund of any rentals paid by them in terms of this lease agreement.
8. Should the Lessees fail to exercise the option to purchase or if the Lessor shall retake possession of the premises by virtue of the provisions of clause 7 herein, then at the expiration or sooner on termination of this lease, the lessees shall neither have the right to dismantle or remove either in whole or in part any building or other improvement constructed or effected on the premises nor shall they be entitled to any compensation from the Lessor for such buildings or improvements.

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9. The granting of any extension of the said lease or any other indulgence granted by the lessor to the lessees shall not be constructed as a waiver of the rights hereunder and the lessor shall be entitled to enforce such rights at any time.
10. The Lessees hereby choose to exercise the option of purchasing the property hereby let and the parties hereby agree that the following shall apply to the sale;
- 10.1 The purchase price of the premises shall be US\$50 700, 00 and the parties hereby agree that the following conditions shall apply to the sale.
- 10.2 The date of sale shall be deemed to be with effect from the date that this lease shall expire.
- 10.3 All sums that have been paid or to be paid by the lessees on account of rent shall be deemed to be a payment towards the purchase price and allowance may be made for the same accordingly.

11. RATES AND OTHER CHARGES

It shall be the Lessee's obligation during the current of the lease to pay any taxes and other charges in respect of the premises.

12. TRANSFER AND CONVEYANCING

In the event that the Lessee exercises his option to purchase the premises then the lessor shall transfer the premises to the Lessees upon payment by the Lessees of all amounts referred to herein, including costs of transfer which comprise of stamp duty, conveyancing fees, rates, value added tax and endowment fees due to Chegutu Rural District Council

- 12.1 Conveyancing of the property from the Lessor to the Lessees shall be undertaken by Messrs C. Mpame and Associates on the purchaser's account for fees and disbursements incidental and consequential thereto.
- 12.2 The Lessees shall furnish to the conveyancer, within seven (7) days of request therefore;
- (a) The amount of all costs of transfer and any other costs or charges as may be due by them
- 12.3 The lessor shall provide the conveyancer with all information and documentation duly completed as may be required and shall further do all things necessary to obtain the capital gains tax clearance certificate for transfer to the purchaser.

13. CONDITIONS OF TITLE

- 13.1 The property is sold as it stands (voetstoots) and the Lessor shall not be responsible for any defects therein whether patent or latent nor for any error in description or deficiency in its area.

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- 13.3 The Lessees further acknowledge that they have made themselves fully acquainted with the property, with any servitude or servitudes, leases and rent orders to which it is subject, with its nature, extent, boundaries, beacons and locality and with all the terms and conditions contained in its title deeds, with any and all restrictive conditions of user imposed by the Town Planning Authority or any other Board, body, authority or person whomsoever, and whether or not its area conditions roads vested in the Government or any other authority, statutory or otherwise.
- 13.4 The Lessees may cause there to be drawn building plans to be erected on the property which plans the Lessees may obtain from the lessor, at an agreed fee, or the Lessees may obtain one for themselves, which latter building plan shall be approved by the Lessor before the Lessees commences on erecting of the building on the property.
- 14 After the date of sale, the Lessor shall not by any act encumber the property in any way or give any right therein to any third party.
- 14.1 The Lessor shall ensure and take all necessary steps to ensure that the area where the property is situated is surveyed and serviced by the construction of approved roads.
- 14.2 The Lessor shall ensure that until transfer is registered, the property shall remain free of attachment, judicial or otherwise, and he shall give reasonable notice to the Lessee of any development, thing or event which might adversely affect the property.

15 BREACH

- If any party commits a breach of any of the terms of this agreement, then the other party shall be entitled to send a notice in writing to the party in default and should that latter party remain in default within sixty (60) days from date of such notice, then in such event;
- 16 In that event the lessor shall have the additional option of requiring the lessees to remove any improvements from the premises at their own expense or, as soon as is reasonably possible, the lessor may do so at its own expenses and recover the costs of doing so from the lessee.
- 16.1 If it is the lessees in default, the lessor shall have the right to summarily cancel this agreement and eject the lessees from the premises, without prejudice to any right to claim damages for breach of contract.
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- 16.2 The innocent party may claim any remedy as may be tenable at law and/or claim any costs incurred including costs on an attorney and client scale in the event of legal proceedings.

17. DOMICILIUM AND NOTICES

The parties hereby choose domicilium citandi et executandi at their addresses specified above, and should any party change same, such party shall notify the other in writing of the change of address failing which the domicilium citandi et executandi herein above shall apply.

18. JURISDICTION

The parties hereby consent to the jurisdiction of Harare Magistrates' Court should any dispute arise from this agreement.

19. ENTIRE AGREEMENT

This agreement constitutes the entire contract between the parties relating to the subject matter thereof and that no provisions, terms and conditions stipulations, warranties or representations of whatsoever nature, whether express or implied have been made by any of the parties or on their behalf except as may be recorded therein. The parties further acknowledge that there shall be no variations of it save in writing and signed by both parties.

20. The cost in the sum of US\$230, 00 for preparation of the agreement of lease shall be borne by the Lessees.

THUS DONE AND SIGNED BY THE LESSOR AT HARARE this 10th day of MAY 2014

.....
KENNEDY MPAME (for and behalf of
BERT PROPERTIES (PVT) LTD

AS WITNESSES

1.
2.

THUS DONE AND SIGNED BY THE LESSEE AT HARARE this 10th day of MAY 2014

.....
FUNGAI LEMEYU

.....
LAINAH LEMEYU