

**MEMORANDUM OF AGREEMENT OF SALE**

entered into by and between: -

MR ZAKIEL MUZONDIREVA

I.D No. 04-124753B04

(born 3rd May 1982)

of

BANDURA VILLAGE

NYIKA

0774049255

(hereinafter referred to as the Seller(s))

And

MR PHINEAS KOMICHI

I.D No. 04-116626S04

(born 6th February 1982)

of

TANYANYIWA VILLAGE

NYIKA

0774049947

(hereinafter referred to as the Purchaser)

WHEREAS

The Seller has agreed to sell to the Purchaser who has agreed to buy the following

undeveloped immovable property:

Residential stand - a piece of land situated in the District of Nyika

Being: - Stand Number 4573 Nyika Growth Point of Stand 594 Nyika

Township

Measuring: - Six hundred and seventy-three (673) square metres.

**NOW THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:**

**1. PURCHASE PRICE**

The total purchase price shall be **USD\$ 4 000 (Four Thousand United States Dollars)** is fixed in United States Dollars and shall be paid free of commission, exchange, bank charges or other deductions and shall be payable to the Seller.

**2. PAYMENT TERMS**

- 2.1

**USD\$ 3,500.00 (Three thousand five hundred dollars United States Dollars)** on or before 6<sup>st</sup> of September 2025.
- 2.2

The balance of **USD\$ 500** payable on the 31<sup>st</sup> of December 2025.
- +

**3. BREACH**

Should the Purchaser fail to make any payment in terms of this agreement or fail to carry out any obligations incumbent on them, under this agreement, fail to remedy such breach within 30 (thirty) days of the delivery or posting by registered mail or written notice to the Purchaser requiring him to remedy such breach, the Seller shall without prejudice to any other rights to which he may be entitled in law or under this agreement, be entitled to cancel the agreement and the purchaser will be entitled to a refund less 10% which shall only be payable upon resale of the property.

**4. VOETSTOOTS**

The property is sold voetstoots (as it stands) and the Seller shall not be responsible for any defects whatsoever, whether patent or latent, nor for any error in description or deficiency in area. The Purchaser further hereby acknowledges that he has made himself fully acquainted with the property with its nature, extent boundaries, beacons and locality.

**5. JURISDICTION**

The parties agree that, at the option of the seller, the Magistrate's Court held at Masvingo, shall have jurisdiction on any proceedings instituted by the seller arising out of this agreement in terms of the Magistrate's Court Act, Chapter 7:10.

**6. VARIATIONS**

This agreement contains the whole agreement between the parties and any other terms, provisions or conditions, whether express or implied, are excluded there from and any variations, alteration or additions to this agreement shall not be of any force or effect or legal validity unless reduced to writing and signed by the Seller and the Purchaser.

7.
- Purchaser is to pay 3,500.00 of this agreement.

SELLER'S BANKING DETAILS  
ZAKIEL MUZONDIRIYA

HOUSE NUMBER 3372

KUSHINGIRIRA STREET

RUJEKO A

MASVINGO

**CBZ ACCOUNT USD 02525253060037**

**ACKNOWLEDGEMENT**

I Phineas Komichi ID number 04-116626S04 of Tanyanywa Village( herein the Purchaser) I admit that as at 6/09/2025 I will credit 3,500.00 USD\$ into **CBZ ACCOUNT USD 02525253060037**.

Seller **ZAKIEL MUZONDIREVA**.....Signature:.....Date:.....  
Buyer **PHINEAS KOMICHI** ... Signature:.....Date:13/08/2025  
Witness **Mtshali Moyo**.....Signature:.....Date:13/08/2025  
Witness :.....Signature:.....Date:.....