

Agricultural Land Settlement (Permit Terms and Conditions)
Regulations, 2014

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IT is hereby notified that the Minister of Lands and Rural Resettlement has, in terms of section 39, as read with section 7(a), of the Agricultural Land Settlement Act [*Chapter 20:01*], made the following regulations:—

Title

1. These regulations may be cited as the Agricultural Land Settlement (Permit Terms and Conditions) Regulations, 2014.

Definitions

2. (1) In these regulations—

“allocated land” means the land named or described in a permit;

“cedent”, in relation to a permit holder, means a permit holder who surrenders his or her permit in accordance with section 16, and “cedent” when used as an adjective shall be construed accordingly;

“compensating permit holder” means a joint permit holder who has the right to buy out the other joint permit holder or holders in terms of these regulations;

“dependant”, in relation to a permit holder, means any of the following as may be applicable—

(a) a minor person who is the natural child, adopted child or step-child of the permit holder;

(b) any person towards whom the permit holder has a duty similar to the legal duty of care towards a child or dependant under the general law;

(c) an adult person who had been a dependant of the permit holder as defined in paragraph (a) or (b);

“designated officer” means—

(a) a Government Land Officer; or

(b) such other officer in the Ministry responsible for lands or agriculture or physical planning as the Minister may designate in writing;

“Minister” includes any other person authorised in writing by the Minister to act on his or her behalf for the purposes of these regulations;

“permit” means an Agricultural Land Settlement Permit issued substantially in the form set out in the Schedule by the Minister pursuant to section 7(a) of the Act, which entitles the person to whom or on whose behalf it is issued to occupy, hold and use allocated land;

“permit holder” includes, in addition to the signatory permit holder, any person having a joint and undivided share in the allocated land;

“qualifying spouse” means a spouse who is not a subsequent non-qualifying spouse;

“resettlement land” means land identified as resettlement land under the Rural District Councils Act [*Chapter 29:13*];

“signatory permit holder” means a person who signs the permit as permit holder, and includes a permit holder who is deemed by virtue of section 9(1) or 11(1) to hold an equal joint and undivided share in the land allocated under the permit;

“subsequent non-qualifying spouse” has the meaning given to that phrase in section 10(1);

“spouse” includes a spouse in an unregistered customary law marriage, and “marry” shall be construed accordingly.

(2) Where any provision of these regulations is explained by a footnote, the footnote shall form part of these regulations and may be used as an aid to the meaning of that provision.

Every permit issued subject to statutory terms and conditions

3. Every permit is issued subject to the terms and conditions specified in the following provisions of these regulations.

Beneficiaries of permit

4. Every permit is issued for the benefit of the permit holder and his or her dependants.

Duration of permit

5. Subject to these regulations, every permit is issued for an indefinite period.

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Rights of permit holders to occupy and use allocated land

6. (1) Every permit holder has the following rights with respect to the occupation, holding and use of the allocated land—

- (a) to occupy, hold and use the allocated land for agricultural, pastoral and personal residential purposes; and
- (b) to develop the land and erect any infrastructure and other improvements thereon related to the purposes specified in paragraph (a).

(2) For the avoidance of doubt, it is declared that a permit holder does not have title over the allocated land, that is to say, he or she may not sell the allocated land, but may, however, transfer, lease, hypothecate, bequeath or otherwise encumber the allocated land in the manner provided under section 7.

(3) For the avoidance of doubt it is declared that the right of residence bestowed by subsection (1)(a) is strictly incidental to the right of occupation for agricultural and pastoral purposes.

Rights of permit holders to sublet, assign, cede, etc. allocated land

7. (1) Subject to this section, a permit holder shall not—

- (a) cede, assign, hypothecate or otherwise alienate or sublet in whole or in part, or donate or dispose of his or her allocated land or any of his or her rights, interests or obligations under his or her permit, or place any other person in possession of the allocated land; or
- (b) enter into a partnership for the working of the allocated land;

without the consent of the Minister in writing, which consent shall not be unreasonably withheld.

(2) The Minister shall have ninety (90) days in which to consent or withhold his or her consent in writing to a proposed cession, assignment, hypothecation, alienation, subletting, donation, disposal, placement or partnership referred to in subsection (1) or (2), and any failure to do so shall entitle the permit holder to make an application in terms of the Administrative Justice Act (or any other law that may be substituted for that Act) to compel the Minister to consent to or

with hold its consent to the transaction, or otherwise give reasons for the delay.

(3) No cession, assignment, hypothecation, alienation, subletting, donation, disposal, placement or partnership is made in accordance with subsection (1) or (2) shall be valid unless the cession, assignment, hypothecation, alienation, subletting, donation, disposal, placement or partnership is recorded—

- (a) by a designated officer by way of the officer's endorsement and signature of the permit; and
- (b) by way of notarial deed executed by the permit holder and the other party or parties to the transaction, which notarial deed must be registered by a deeds registry that serves the area where the allocated land in question is located.

(4) The provisions of the Deeds Registries Act [*Chapter 20:05*] relating to “leases” shall apply, with such changes as may be necessary, to the registration of a notarial deed referred to in subsection (3)(b).

(5) The transferee or other person in whose favour a cession, assignment, hypothecation, alienation, subletting, donation, disposal, placement or partnership is made in accordance with subsection (1) or (2) shall be bound by all the provisions of the permit in every respect as if he or she is a permit holder or a joint permit holder, as the case may be.

(6) The permit holder may sublet infrastructure such as—

- (a) agro-processing infrastructure;
- (b) dip tanks situated on/along plots/boundaries;
- (c) tobacco barns;

provided that any rentals charged by the permit holder for such subletting shall be subject to the approval of the Minister, which approval shall not be unreasonably withheld.

(6) Where any resource, improvement or infrastructure such as a dam or a water resource is, at the commencement of the permit, used commonly for the benefit of two or more permit holders or occupiers properties, whether by virtue of a pre-existing servitude or

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otherwise, such resource, improvement or infrastructure shall be under the jurisdiction of such authority as may be determined by the Minister.

(7) A transaction entered into by a permit holder in contravention of this section shall be of no force and effect from its inception and no obligation towards the permit holder or any third party arising from such transaction shall attach to the Minister.

Entitlement of permit holders to improvements made to allocated land

8. (1) Subject to subsection (3), the permit holder shall have title over the improvements referred to in section 6(1)(b).

(2) The permit holder may dispose of his or her rights referred to in section 6(1) (a) and (b) to any other person only with the written consent of—

- (a) every other permit holder, that is to say, every other person (if any) having a joint and undivided share in the allocated land; and
- (b) the Minister.

(3) The permit holder may not dispose of the improvements on the allocated land that belong to him or her by virtue of subsection (1) except to the person who is authorised in terms of subsection (2) to assume the permit holder's rights referred to in section 6(1) upon disposal thereof; accordingly, any agreement to dispose of the improvements shall not be valid unless the appropriate consents required by subsection (2) are obtained by the permit holder.

Responsibility of signatory permit holders

9. (1) Every signatory of a permit who signs the permit in his or her capacity as a permit holder shall, if he or she is—

- (a) the sole signatory in that capacity, bear the sole responsibility for ensuring the fulfilment of the terms and conditions of the permit, including his or her obligations under the permit to the Minister or to any third party, and shall not require the prior consent of his or her spouse to do anything necessary to fulfill those terms and conditions; or

- (b) a joint signatory in that capacity, bear joint responsibility with the other signatory or signatories in that capacity for ensuring the fulfilment of the terms and conditions of the permit, including his or her obligations under the permit to the Minister or to any third party:

Provided that, in the event only where it is impossible to secure the joint or prior consent of every signatory with respect to the fulfilment of any term or condition of the permit, including the discharge of any obligations under the permit to the Minister or to any third party, the Minister may by name require either of the signatories (or any one of them, as the case may be) to fulfil that term or condition, including the discharge of any obligations under the permit to the Minister or to any third party, in which case the signatory so nominated shall not require the prior consent of the other signatory or signatories to fulfill those terms and conditions.

(2) The effect of the marriage of a signatory of a permit who signs the permit in his or her capacity as a permit holder is described in sections 10(2), 11(2) and 12(2) below.

Marriage(s) of permit holder at time permit is signed

10. (1) If a permit holder is married to one or more spouses at the time the permit is signed, his or her spouse(s) shall be deemed to hold an equal joint and undivided share in the allocated land:¹

Provided that if any spouse was not, on the date the permit is signed, and for a period of at least twelve months before such signature, cohabiting as man and wife with the signatory, such spouse shall not be deemed to hold an equal joint and undivided share in the allocated land, unless the spouse in question is, at the time of the signing of the permit, a joint signatory of the permit, or in occupation of, or otherwise actively involved in developing, the allocated land.

¹If there are two spouses at the time the permit is issued to either (or both) of them, each spouse will hold one joint and undivided share in the allocated land, thereby constituting a pool of two joint and undivided shares in the allocated land; if there are three spouses at the time the permit is issued to any (or all) of them, each spouse will hold one joint and undivided share in the allocated land, thereby constituting a pool of three joint and undivided shares in the allocated land; and so on.

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(2) The holding by virtue of this section of an equal joint and undivided share in the allocated land does not affect the primary responsibility of the signatory permit holder for ensuring the fulfilment of the conditions of the permit, including any obligations under the permit to the Minister or to any third party, as determined in accordance with section 8.

(3) A signatory permit holder or (if there are two or more signatories of the permit), every signatory permit holder jointly, may request an amendment of the permit to enable his or her spouse to become a joint signatory thereof.²

Subsequent marriage(s) of married permit holder after permit is signed

11. (1) If a signatory permit holder was married—

- (a) to one spouse in a potentially polygamous marriage³ at the time the permit is first signed upon its issuance, and subsequently marries another spouse or other spouses (hereafter in these regulations referred to as “subsequent non-qualifying spouse(s)”), every subsequent non-qualifying spouse shall not become the holder of an equal joint and undivided share in the allocated land, unless the spouse married on the date the permit was first signed upon its issuance signifies in writing her consent to the additional spouse, or each of the additional spouses, as the case may be, becoming the holder of an equal joint and undivided share in the allocated land;⁴ or

² It is not necessary for every holder of a joint and undivided share in the allocated land to be or become a signatory, so long as at least one of them is a signatory. A signatory of the permit is primarily responsible for ensuring the fulfilment of the conditions of the permit; if there are two or more signatories of the permit, the signatories are jointly responsible for ensuring the fulfilment of the conditions of the permit and, in the event of conflict between them concerning the fulfilment of the conditions of the permit, the Minister has the right to nominate one of the signatories as primarily responsible.

³ The significance of the reference to a “potentially polygamous marriage” in this paragraph and to a “polygamous marriage” in paragraph (b) is that these provisions do not apply to a monogamous marriage contracted under the Marriage Act [*Chapter 5:11*].

⁴ If there is one female spouse in a potentially polygamous marriage at the time the permit is issued to either the male or female spouse (or to both of them), the pool of two joint and undivided shares in the allocated land is not enlarged by the addition of another spouse married after the date of issuance of the permit, unless the first wife signifies her consent in writing to the additional wife becoming a holder a joint and undivided share in the allocated land, in which event there will be a pool of three joint and undivided shares in the allocated land; and so on for subsequent additional spouses.

(b) to two or more spouses in a polygamous marriage at the time the permit is first signed upon its issuance, and subsequently marries another spouse or other spouses, every subsequent non-qualifying spouse shall not become the holder of an equal joint and undivided share in the allocated land, unless the spouses married on the date the permit was first signed upon its issuance signify in writing their consent to the additional spouse, or each of the additional spouses, as the case may be, becoming the holder of an equal joint and undivided share in the allocated land.⁵

(2) In order for the written consent referred to in subsection (1)(a) or (b) to be effective, it must be sworn in the form of an affidavit before a Commissioner of Oaths and a certified copy thereof deposited with the Minister.

(3) If a subsequent non-qualifying spouse becomes the holder of an equal joint and undivided share in the allocated land by virtue of subsection (1)(a) or (b), her consent along with that of the spouse or every spouse married at the time the permit is first signed upon its issuance will be required in order for any additional subsequent non-qualifying spouse to become the holder of an equal joint and undivided share in the allocated land.

(4) The holding by virtue of this section of an equal joint and undivided share in the allocated land does not affect the primary responsibility of the signatory permit holder for ensuring the fulfilment of the conditions of the permit, including any obligations under the permit to the Minister or to any third party, as determined in accordance with section 8.

⁵ If there are three, four or more spouses at the time the permit is issued to one or more of them, the pool of three, four or more joint and undivided shares in the allocated land is not enlarged by the addition of another spouse married after the date of issuance of the permit, unless every wife married at the time the permit is issued signifies her consent in writing to the additional wife becoming a holder a joint and undivided share in the allocated land, in which event there will be a pool of four, five or more (as the case may be) joint and undivided shares in the allocated land; and so on for subsequent additional spouses.

*Unmarried permit holder who becomes married after permit
signed*

12. (1) If a signatory permit holder was not married at the time the permit is signed by him or her, but subsequently becomes married, his or her spouse shall be deemed to hold an equal joint and undivided share in the allocated land.

(2) Subsection (1) applies only to the first spouse in a potentially polygamous marriage, and any additional spouse will be treated as a subsequent non-qualifying spouse to whom the provisions of section 11(1)(a) or (b) will apply.

(3) Sections 11(2) and (3) shall apply to every subsequent non-qualifying spouse who becomes the holder of an equal joint and undivided share in the allocated land by virtue of subsection (2).

(4) The holding by virtue of this section of an equal joint and undivided share in the allocated land does not affect the primary responsibility of the signatory permit holder for ensuring the fulfilment of the conditions of the permit, including any obligations under the permit to the Minister or to any third party, as determined in accordance with section 8.

*Effect of death of signatory permit holder or surrender of his or
her rights under permit*

13. (1) Upon the death of a signatory permit holder, or the surrender of his or her rights under the permit in accordance with section 17, his or her rights under the permit referred to in section 6 shall—

- (a) in the case of a monogamous or potentially polygamous marriage where there is an existing or surviving spouse, devolve to the existing or surviving spouse, with consequence that—
 - (i) the existing or surviving spouse inherits the joint and undivided share in the allocated land of the deceased spouse;⁶ and
 - (ii) that spouse shall thereupon, if he or she was not a signatory of the permit, succeed to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit,

⁶ Meaning that the allocated land will no longer be divided into equal joint and undivided shares but be held exclusively by the surviving spouse.

including any obligations under the permit to the Minister or to any third party;

or

- (b) in the case of a monogamous or potentially polygamous marriage where there is no surviving spouse, but one or more dependants of the cedent or deceased signatory permit holder and his or her deceased spouse, devolve to the dependants, with consequence that—
- (i) each dependant succeeds to or inherits a joint and undivided share in the allocated land;⁷ and
 - (ii) every such dependant shall thereupon succeed to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit, including any obligations under the permit to the Minister or to any third party;

or

- (c) in the case of a cedent or deceased husband in a polygamous marriage where there are one or more existing or surviving qualifying spouses, devolve to each existing or surviving qualifying spouse, with consequence that—
- (i) the number of equal joint and undivided shares in the allocated land is reduced by one;⁸ and
 - (ii) every such existing or surviving spouse shall thereupon, if she was not a signatory of the permit, succeed to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit, including any obligations under the permit to the Minister or to any third party;

or

- (d) in the case of a cedent or deceased qualifying wife in a polygamous marriage where there are one or more

⁷ Meaning that if there are three surviving dependants, each will obtain a joint and undivided share in the allocated land, so that the total pool of such shares is three.

⁸ So that, for example, where before his death a man and his two qualifying spouses each held an equal joint and undivided share in the allocated land (thereby constituting a pool of three such shares in the allocated land), after his death the pool of such shares is reduced to two, each one held by the two qualifying surviving spouses.

existing or surviving dependants (being the dependants of her and her husband), devolve to the dependant or dependants, with the consequence that the dependant or dependants shall succeed to or inherit as a single unit the joint and undivided share in the allocated land of the deceased person, without, however, succeeding to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit;⁹

- (e) in the case of a cedent or deceased qualifying wife in a polygamous marriage where there is no existing or surviving dependant of her and her husband, devolve to the surviving qualifying spouses, with consequence that—
 - (i) the number of equal joint and undivided shares in the allocated land is reduced by one;¹⁰ and
 - (ii) every such surviving spouse shall thereupon, if he or she was not a signatory of the permit, succeed to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit, including any obligations under the permit to the Minister or to any third party;

or

- (f) in the case of a cedent or deceased husband in a polygamous marriage where (in the absence of any qualifying spouse and issue of such spouse) there are one or more existing or surviving subsequent non-qualifying spouses, or one or more existing or surviving dependants of such non-qualifying spouse or spouses

⁹ Where two or more dependants inherit a joint and undivided share under this provision, such inheritance does not diminish the value of the pre-existing shares by adding to the number of such shares in the pool; for example, where before her death the deceased, her husband and his two other qualifying spouses each held an equal joint and undivided share in the allocated land, thereby constituting a pool of four such shares in the allocated land, after her death the pool of such shares remains four, her own share being held by her dependants jointly.

¹⁰ So that, for example, where before her death a woman was in a polygamous marriage consisting of her husband and one other qualifying spouse, the pool of three equal joint and undivided share in the allocated land is, if she dies without issue, reduced to two shares, one each held by the surviving husband and the surviving qualifying spouse.

who predeceased him, devolve to the existing or surviving subsequent non-qualifying spouse or spouses or their dependants, with consequence that—

- (i) each subsequent non-qualifying spouse (or the dependants of such spouse if she is deceased, provided that if there are two more such dependants they shall succeed to or inherit her share as a single unit) succeeds to or inherits a joint and undivided share in the allocated land;¹¹ and
 - (ii) every such spouse (but not the dependants, if any also become entitled to a joint and undivided share in the allocated land) shall thereupon succeed to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit, including any obligations under the permit to the Minister or to any third party;
- (g) in the case of a cedent or deceased husband in a polygamous marriage where there is no existing or surviving qualifying spouse or any existing or surviving dependant of a qualifying spouse or any existing or surviving subsequent non-qualifying spouse, but only the dependant or dependants of the cedent or deceased and any one or more subsequent non-qualifying spouses, devolve to such dependant or dependants, with consequence that—
- (i) each such dependant succeeds to or inherits a joint and undivided share in the allocated land;¹² and
 - (ii) every such dependant shall thereupon succeed to the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit, including any obligations under the permit to the Minister or to any third party.

¹¹ Meaning that, for instance, if there are two surviving non-qualifying spouses and three surviving dependants of the deceased husband by a third deceased non-qualifying spouse, each of the surviving spouses will obtain an equal joint and undivided share in the allocated land and the dependants together inherit another equal joint and undivided share, so that the total pool of such shares is three.

¹² Meaning that, for instance, if there are three such surviving dependants, each will obtain a joint and undivided share in the allocated land, so that the total pool of such shares is three.

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(2) In the absence of an heir or successor to a cedent or deceased permit holder as provided in subsection (1), the allocated land shall revert to the State, which may issue a new permit in respect thereof.

(3) If it happens that a signatory permit holder is a spouse in a polygamous marriage, and—

(a) he or she is the only signatory to the permit, the signatory permit holder shall have the right, by will, to nominate one of the surviving qualifying spouses to be primarily responsible for fulfilling the conditions of the permit (including any obligations under the permit to the Minister or to any third party), and such nominee shall have the right to buy out the other spouse(s) by compensating him/her/them for his/her/their assessed share(s) under the permit;

(b) he or she is not the only signatory to the permit, the surviving signatory permit holder or permit holders shall upon the death of the first-mentioned signatory permit holder continue to bear or (if there are two or more surviving signatories) to share the primary responsibility of the deceased signatory permit holder for fulfilling the conditions of the permit, including any obligations under the permit to the Minister or to any third party.

(4) If it happens that a signatory permit holder is not survived by any qualifying spouse but only by persons who are the dependants of the signatory permit holder and a qualifying spouse, he or she shall have the right, by will, to nominate one of those dependants who will be primarily responsible for fulfilling the conditions of the permit, and such nominee shall have the right to buy out the other dependant(s) by compensating him/her/them for his/her/their assessed share(s) under the permit.

(5) If a permit holder who is the sole signatory of the permit dies—

- (a) leaving two or more qualifying spouses to succeed him, without having made any testamentary nomination as permitted by subsection (2)(a); or
- (b) without leaving a spouse to succeed him or her and without making any testamentary nomination as permitted by the proviso to subsection (3);

the Minister shall have the right to nominate in writing one surviving spouse or one dependant, as the case may be, as the person who shall be primarily responsible for fulfilling the conditions of the permit, and who shall have the right to buy out the other holders of joint and undivided shares in the allocated land by compensating him/her/them for his/her/their assessed share(s) under the permit.

(6) If it happens that a person who is nominated pursuant to subsection (3)(a), (4) or (5) wishes to buy out the other holders of joint and undivided shares in the allocated land, and there is a dispute concerning the respective values of the joint and undivided shares in the permit, the Minister shall resolve the dispute in accordance with section 15.

(7) This section applies despite any testamentary disposition or customary law to the contrary.

Effect of divorce of permit holders

14. (1) If the marriage or, in the case of a polygamous marriage, any of the marriages between a permit holder who is the sole signatory of the permit and his or her spouse is dissolved, the non-signatory divorced spouse shall retain his or her rights as a joint permit holder and joint head of household unless the signatory permit holder compensates the divorced spouse for his or her assessed share under the permit.

(2) If it happens that both of the divorcing spouses are joint signatories of the permit, then—

(a) neither of the signatory permit holders shall have a unilateral right to compensate the other for his or her assessed shares under the permit in order to become the sole permit holder (or one of the remaining signatory permit holders, in the case of a polygamous marriage in which any of the other remaining spouses is a signatory of the permit); and

(b) subsection (3) applies where either of the signatory permit holders concerned wishes to compensate the other for his or her assessed share under the permit in order to become the sole signatory permit holder (or one of the remaining signatory permit holders, in the case of a polygamous marriage in which any of the

other remaining spouses is a signatory of the permit), but the other signatory permit holder does not agree to be so compensated.

(3) In the situation referred to in subsection (2)(b), the issue of which signatory permit holder shall have the right to compensate the other signatory permit holder for his or her assessed share under the permit shall be determined by an arbitrator (chosen, in the absence of the agreement of the signatory permit holders concerned, by the Minister) in terms of the Arbitration Act [*Chapter 7:02*] (or any other law that may be substituted for that Act), for which purpose the arbitrator will make his or her award in favour of the signatory permit holder who, in the arbitrator's opinion, has been the one most responsible for the development of the allocated land.

(4) Where a joint permit holder has or obtains the right to buy out the other joint permit holder upon their divorce, and there is a dispute concerning the respective values of the joint and undivided shares in the permit, the Minister shall resolve the dispute in accordance with section 16.

Rights of subsequent non-qualifying spouses and dependants of permit holder

15. For the avoidance of doubt it is declared that, during the lifetime of the permit holder—

- (a) a subsequent non-qualifying spouse—
 - (i) does not have any joint or undivided share in the allocated land, but may in certain circumstances succeed to or inherit such a share in accordance with section 13; and
 - (ii) with the leave of her husband or, where her husband is not a signatory to the permit, with the leave of the husband's wife or any one of the husband's wives who is a signatory, occupy and use the allocated land for agricultural, pastoral and residential purposes;
- (b) the dependants of the permit holder do not have any joint or undivided share in the allocated land, but may in certain circumstances succeed to or inherit such share in accordance with section 13.

Assessment of the value of joint and undivided shares in allocated land

16. (1) Where the value of a joint and undivided share in the allocated land is required to be assessed pursuant to section 13(6) or 14(4), the Minister shall, after giving the compensating permit holder and the other permit holders a reasonable opportunity to make oral or written representations in the matter, assess and determine the value, and interest on the amount so determined shall accrue at the monthly average rate of interest as prescribed in terms of the Prescribed Rate of Interest Act [*Chapter 8:10*] (or any other law that may be substituted for that Act), for each month that the assessed share remains unpaid, excluding the month in which the share was assessed.

(2) While the assessed share remains unpaid, the person holding such share shall be subject to all the obligations and entitled to all the rights of the holder of an equal joint and undivided share in the allocated land, unless, by notice in writing to the compensating permit holder and the Minister, the holder unconditionally surrenders his or her share to the compensating permit holder.

(3) If the holder of the assessed share is not compensated therefor (together with interest) within twelve months from the date when the value of such share was assessed in accordance with this section, and has not earlier surrendered his or her share to the compensating permit holder, the holder thereof may require the compensating permit holder to revalue the assessed share, and this section shall, upon written notice to the Minister by either the holder of the assessed share or the compensating shareholder to that effect, apply to such revaluation.

Surrender of permit

17. (1) A permit holder may, subject to these regulations, divest himself or herself of all rights and obligations under the permit by surrendering his or her permit or share in the permit, whereupon, if there is any other permit holder or other persons lawfully entitled to any right over the allocated land subject to the permit, his or her equal joint and undivided share in the allocated land shall devolve to the other permit holder or permit holders, or the dependants of any permit holder, in accordance with section 13.

(2) In order for the surrender of a permit to be effective, it must be sworn before a Commissioner of Oaths, and a certified copy thereof deposited with the Minister.

Cancellation of permit

18. (1) Subject to subsection (2), the Minister reserves the right to cancel a permit and repossess the allocated land, in the event of—

- (a) any material breach of the terms and conditions of the permit; or
- (b) the permit holder allowing his or her agricultural or pastoral operations to decline to such an extent that the allocated land is not being properly managed; or
- (c) the permit-holder purporting to cede, assign, hypothecate or otherwise alienate or sublet in whole or in part, or donate or dispose of his or her allocated land or any of his or her rights, interests or obligations under his or her permit, or place any other person in possession of the allocated land, or to enter into a partnership for the working of the allocated land, without obtaining the consent of the Minister in writing in accordance with section 7; or
- (d) the permit holder finally and absolutely abandoning the allocated land:

Provided that the permit holder shall be deemed to have finally and absolutely abandoned the allocated land if he or she absents himself or herself from the allocated land without appointing a responsible person for more than ninety (90) consecutive days in any calendar year, without the prior written consent of the Minister.

(2) The Minister shall, before giving notice to the permit holder of the cancellation of the permit on a ground specified in subsection (1), give to the permit holder at least thirty (30) days' notice of his or her intention to terminate the permit, together with his or her reasons for wishing to do so, and afford the permit holder an opportunity to make representations to him or her on the matter.

Termination of permit by Minister

19. (1) The Minister may, by giving not less than ninety (90) days' written notice to the permit holder setting forth the reasons for the termination, terminate a permit on any ground on which he or she would be permitted to acquire land compulsorily under the Constitution and any Act made pursuant to the compulsory acquisition provisions of the Constitution.

(2) Upon termination of a permit under subsection (1), the Minister reserves the right to resume possession of the allocated land without prejudice to his or her rights to claim any charges, damages or other moneys due from the permit holder.

Compensation where permit cancelled or terminated

20. (1) Where the Minister cancels or terminates a permit, compensation may be claimed by the permit holder (except where the permit holder has or is deemed to have finally and absolutely abandoned the allocated land) only for either or both of the following, as applicable—

- (a) the improvements referred to in section 6(1)(b); and
- (b) any crops growing on the allocated land on the day of the cancellation or termination of the permit, unless the Minister allows the permit holder to harvest them.

(2) Compensation that is agreed or determined under this section shall be payable promptly to the former permit holder, or his or her trustee, assignee or legal representative, and in any event not later than 180 days from the date when the Minister resumes possession of the allocated land that was subject to the permit.

(3) In default of agreement between the parties, the amount and application of any compensation due to the permit holder shall be determined by arbitration in terms of the Arbitration Act [*Chapter 7:02*] or any other law that may be substituted for that Act.

Destruction of crop residues before vacation of allocated land

21. Prior to vacating the allocated land upon its repossession pursuant to the cancellation or termination of a permit, the former permit holder shall destroy all crop residues as is required by the law notwithstanding that the date prescribed for such destruction falls after

the date by which the former permit holder is required to vacate the allocated land, and failing the former permit holder's compliance with this condition, the Minister shall have the right to effect such crop destruction and recover the costs thereof from the former permit holder or, alternatively, deduct the costs from the quantum of compensation due to the former permit holder under section 20.

Amendment of regulations

22. Where the Minister seeks to—

- (a) repeal or replace these regulations; or
- (b) amend these regulations in any of the following ways—
 - (i) to amend the definition of “dependant” or “spouse” in section 2(1);
 - (ii) to restrict or extend the beneficiaries of the permit as provided in section 4;
 - (iii) to substitute the indefinite operation of the permit under section 5 by any definite period of time;
 - (iv) to abolish, restrict or qualify the rights or entitlement of permit holders under section 6, 7 or 8;
 - (v) to abolish, restrict or qualify the rights under section 10 of any spouse of the permit holder at the time the permit is signed;
 - (vi) to abolish, restrict or qualify the rights of qualifying spouses under section 11;
 - (vii) to abolish, restrict or qualify the rights of a spouse of a permit holder in a potentially polygamous marriage referred to in section 12;
 - (viii) to vary in any way the consequences attendant upon the surrender of a permit or the death of a permit holder under section 13;
 - (ix) to abolish, restrict, qualify or extend the rights of divorced spouses under section 14 with respect to land allocated under a permit;
 - (x) to abolish, restrict, qualify or extend the rights of the non-qualifying spouses or dependants of a permit holder section 15;

- (xi) to vary the provisions for the assessment of the value of joint and undivided shares in allocated land under section 16;
- (xii) to extend the grounds for the cancellation of a permit under section 18;
- (xiii) to vary the provisions for the assessment of compensation upon the cancellation or termination of a permit under section 20;
- (xiv) to amend, repeal or replace this section;

the Minister shall, no later than thirty (30) days before he or she intends so to repeal, replace or amend these regulations, give notice of such intention to all permit holders by General Notice in the *Gazette*, and in any newspaper circulated in the areas where permit holders reside, setting forth in such notice the substance of any proposed amendment or replacement of the regulations, and the reasons for such amendment, replacement or repeal, as the case may be, and inviting objections thereto from permit holders and other interested parties.

SCHEDULE (*Section 2(1)*)

FORM OF PERMIT

PLOT NO.

.....



Permit No.:

File Ref.:

A1 MODEL SETTLEMENT PERMIT

PRELIMINARY

This Permit relates to Resettlement Land acquired under section 16B of the previous Constitution of Zimbabwe, which continues to be vested in the State by virtue of section 72(4) of the Constitution of Zimbabwe, 2013, and in particular to that category of Resettlement land allocated under the A1 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);

Agricultural Land Settlement (Permit Terms and Conditions) Regulations, 2014

This Permit is issued subject to the terms and conditions set out in the Agricultural Land Settlement (Permit Terms and Conditions) Regulations, 2014.

DETAILS OF PERMIT HOLDER

For the purposes of this section, a “Permit Holder” means a male or female head of household in whose name this Permit is issued. The Permit Holder in whose name this Permit is issued shall be primarily responsible for fulfilling the conditions of this Permit.

However, despite the fact that the Permit is issued to the person named in this section, the spouse of the Permit Holder or, in the case of a polygamous marriage, all the spouses of the Permit Holder (as specified under section 2.1), shall be regarded as Joint Heads of Household for the purposes of this Permit.

- 1.1 Surname:
- 1.2 First name:
- 1.3 Other names:
- 1.4 Title (Dr./Mr./Mrs./Miss/Ms.):
- 1.5 Place of birth:
.....
- 1.6 Date of birth: Age:
- 1.7 National ID Number:
- 1.8 Marital Status

Married	Single	Divorced	Widowed
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(tick applicable):
.....
- 1.9 Citizenship:

IN THE CASE OF JOINT SIGNATORIES:

- 1.1 Surname:
- 1.2 First name:
- 1.3 Other names:
- 1.4 Title (Dr./Mr./Mrs./Miss/Ms.):
- 1.5 Place of birth:
- 1.6 Date of birth: Age:
- 1.7 National ID Number:

1.8 Marital Status
(tick applicable):
.....

Married	Single	Divorced	Widowed
---------	--------	----------	---------

1.9 Citizenship:

1.1 Surname:

1.2 First name:

1.3 Other names:

1.4 Title (Dr./Mr./Mrs./Miss/Ms.):

1.5 Place of birth:

1.6 Date of birth: Age:

1.7 National ID Number:

1.8 Marital Status
(tick applicable):
.....

Married	Single	Divorced	Widowed
---------	--------	----------	---------

1.9 Citizenship:

1.1 Surname:

1.2 First name:

1.3 Other names:

1.4 Title (Dr./Mr./Mrs./Miss/Ms.):

1.5 Place of birth:

1.6 Date of birth: Age:

1.7 National ID Number:

1.8 Marital Status
(tick applicable):
.....

Married	Single	Divorced	Widowed
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1.9 Citizenship:

1.1 Surname:

1.2 First name:

1.3 Other names:

1.4 Title (Dr./Mr./Mrs./Miss/Ms.):

1.5 Place of birth:

1.6 Date of birth: Age:

**Agricultural Land Settlement (Permit Terms and Conditions)
Regulations, 2014**

1.7 National ID Number:

1.8 Marital Status
(tick applicable):
.....

Married	Single	Divorced	Widowed
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1.9 Citizenship:

DETAILS OF ALLOCATED LAND

For the purposes of this section and sections 4 and 5, "Allocated Land" means the Land allocated to the Permit Holder under this Permit.

3.1 Name of Allocated Land:

3.2 Subdivision(s) of Allocated Land:

3.3 Area of Allocated Land in hectares:

3.4 Date of allocation:

3.5 Ward:

3.6 District:

3.7 Province:

Signature of Permit Holder: Date:

IN THE CASE OF JOINT SIGNATORIES:

Signature of Permit Holder: Date:

Signature of Permit Holder: Date:

Signature of Permit Holder: Date:

Signature of Permit Holder: Date:

Issued by this..... day of

.....
ACQUIRING AUTHORITY
(MINISTER OF LANDS AND RURAL RESETTLEMENT)

ENDORSEMENTS WHERE PERMIT IS SUBLET, ASSIGNED, CEDED, ETC.

Name(s) and signature(s) of signatory (signatories) of permit wishing to cede, assign, hypothecate or otherwise alienate or sublet in whole or in part, or donate or dispose of his/her allocated land or any of his or her rights, interests or obligations under his or her permit, or place any other person in possession of the allocated land, or to enter into a partnership for the working of the allocated land (delete inapplicable):.....

.....
.....
.....

Name(s) and signature(s) of the beneficiary (beneficiaries) of the proposed cession, assignment, hypothecation, alienation, subletting, donation, disposal, placement or partnership (delete inapplicable):

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Important Notice to Permit Holder and Other Party (Parties) to the cession, sublease, assignment, etc: The cession, assignment, hypothecation, alienation, subletting, donation, disposal, placement or partnership herein endorsed is not completed or valid until it is recorded by way of a notarial deed executed by the permit holder(s) and the other party or parties to the transaction, which notarial deed must be registered by a deeds registry that serves the area where the allocated land in question is located.

Witnessed, Endorsed and Signed by
(Name of Designated Officer)

this..... day of..... (month).....(year)

