



“Investing in Africa’s future”

SCHOOL OF LAW

NLLB524: CONVEYANCING

END OF SECOND SEMESTER EXAMINATIONS

APRIL 2026

LECTURER: MR PHIRI

DURATION: 3 HOURS

INSTRUCTIONS

Instructions to Candidates

- 1. ANSWER ALL QUESTIONS**
2. Start each question on a new page.
3. Use case law where relevant.
4. When drafting documents, devise your own data unless it is supplied in the questions.

Question 1

- a) Explain and describe real and personal rights and how the distinction between real and personal rights affect their registrability giving examples **[5marks]**
- b) Explain the position of the law regarding the compulsory acquisition of urban land as pronounced in the case of *Fletcher v Minister of Lands, Agriculture, Fisheries, Water and Rural Development & Ors CCZ-14-25*. How do these constitutional protections impact the conveyancing process? **[5 marks]**
- c) List three (3) deeds for which forms are prescribed in the Deeds Registries regulations. **[3marks]**
- d) What is a dispensation certificate? **[1Mark]**
- e) In the event that immovable property is to be transferred to a University, explain how the University should be properly described for conveyancing purposes. Illustrate your answer with an example. **[2 Marks]**
- f) Define *e-conveyancing* and critically analyse the legal, institutional, technological, and policy constraints affecting the establishment and effective implementation of a fully functional e-conveyancing system in Zimbabwe? **[8 Marks]**
- g) What is a Kustingbrief? **[1Mark]**

Question 2

- a) In the case of *Zavazava and Anor. vs Tendere and ors. HH-140-15*, the Judge stated the following:
"It would appear that Conveyancing laws of this Country are not fool proof because fraudsters continue to exploit the weaknesses in the procedure for registration of transfers to defraud innocent property seekers. The leakages in the system have meant that cases of unlawful transfers of immovable property continue to reach the courts with alarming frequency."
 - i. What are the weaknesses that exist in the procedures for registration of transfers? How can these weaknesses be resolved? Discuss in full, with the aid of examples and case law. **[8marks]**
- b) In January 2025 Agriculture Bank (Pvt) Ltd granted certain loan facilities to Top Farmers (Pvt) Ltd to be secured by a mortgage bond with continuous covering security registered over one of the directors Mr Edward Mhizha's property being certain 2000 square metres of land called stand 3564 Chinotimba Township situate in the district of Victoria Falls. The amount to be secured by the bond is in the sum of \$85 000.00 at the interest rate of 14% per annum.
 - i. Draw the mortgage bond (excluding the conditions) for lodgement in the deeds office. **(10 Marks)**
 - ii. Calculate stamp duty payable for the Mortgage bond registration. **(2marks)**

- c) Six months after the registration of the above transactions it is agreed between the parties that the interest rate of Fourteen (14) per centum per annum referred to in the Bond should be altered to seventeen (17) per centum per annum.

- i. Draw the agreement to give effect to this for registration in the Deeds Office.

(5 Marks)

[25 Marks]

Question 3

a) You are acting on behalf of a client, Mrs. Ncube, who wishes to transfer ownership of a property valued at \$500,000 to her spouse, Mr Ncube. The property is free from any encumbrances.

- i. Draft a simple transfer deed for the transaction, ensuring all relevant details are included. **(8 marks)**
- ii. Calculate the stamp duty applicable to the transfer. **(4marks)**
- iii. Analyse the tax consequences of an inter-spousal transfer of immovable property under Zimbabwean law, with specific reference to: Capital Gains Tax and Transfer duty implications. **(6marks)**

b) You are instructed to advise Mrs. Moyo, a property developer, who seeks to transfer immovable property forming part of a land development scheme to a foreign investor for a consideration of USD 1,000,000.

Analyse the legal, conveyancing, tax, exchange control, and policy considerations applicable to the transaction, and outline the role of the conveyancer in ensuring compliance and risk mitigation **(7 marks)**

[25 Marks]

Question 4

- a) Mr. and Mrs. Chirwa own a piece of agricultural land valued at \$600,000. They are transferring the land to their son, Tawanda, as a gift, and the property is subject to an existing mortgage bond of \$250,000. The land was originally purchased by Mr. and Mrs. Chirwa for \$400,000. The Chirwas wish to proceed with the transfer despite the mortgage bond being in place, and they have agreed to settle the mortgage out of the sale price.

Required:

- ii. Calculate the capital gains tax that will be payable on this transfer, taking into account the cost price, sale price, and any deductions for selling costs. **(3marks)**
- iii. If the transfer is considered a donation, explain how capital gains tax is treated in a donation scenario, especially in the context of gifts between family members. **(2marks)**

- b) Cde Phineas Muyedzo ‘the razor’ Mkwanzanji died intestate at Mbare Hospital on the 12th of November 2004. He is survived by Emily to whom he was married out of community of property in terms of the Marriages Act Chapter 5:11 (then Chapter 37) on the 2nd of September 1982 at Harare. His younger brother Lameck Mkwanzanji was appointed the executor dative of his estate on the 13th of December 2005 by the additional assistant master of the High Court of Zimbabwe. One of the assets in the deceased’s estate is certain immovable property called STAND 657 GLAUDINA TOWNSHIP OF SUBDIVISION A OF SUBDIVISIONS A & B OF GILLINGHAM held by the deceased under Deed of Transfer number 98967/81. The property has been valued at the sum of \$21 3367 599.99. The diagram deed is a certificate of registered title issued in favour of a Zimbabwean registered company called Anytime Investments on the 13th of July 1965.

Ownership must now be conveyed from the deceased to his heir.

- i. Draft the Power of Attorney to pass transfer **[4marks]**
- ii. Draw the following clauses;
 - a. Preamble **[1mark]**
 - b. Recital clause **[2marks]**
 - c. Vesting clause **[1mark]**
 - d. Extending clause **[4marks]**
- iii. Draft your lodging cover. All the documents you are to lodge for this transfer must be listed on the lodging cover **[5marks]**
- iv. Define a conveyancer and critically examine the duties, obligations, and privileges attaching to the office of a conveyancer under Zimbabwean law. In your discussion, analyse the emerging statutory and regulatory obligations relating to anti-money laundering and counter-terrorist financing, as well as privacy and data protection, and assess their impact on conveyancing practice. Finally, propose and justify reforms you consider necessary to modernise and strengthen the law and practice of conveyancing in Zimbabwe. **(8marks)**

[25 Marks]

THE END