

Statutory Instrument 83 of 2022.

[CAP. 29:15

[CAP. 29:13

Chegutu Rural District Council-Chegutu Municipality (Declaration of Joint Committee) (Risboro Urban Development) Notice, 2022

IT is hereby notified that the Minister of Local Government and Public Works, in terms of section 83 of the Rural District Councils Act [*Chapter 29:13*], read with section 224 of the Urban Councils Act [*Chapter 29:15*], hereby makes the following notice:—

Title

1. This notice may be cited as the Chegutu Rural District Council-Chegutu Municipality (Declaration of Joint Committee) (Risboro Urban Development) Notice, 2022.

Establishment of committee

2. (1) The Chegutu Rural District Council and Chegutu Municipality Joint Committee is hereby established.

(2) The committee shall be a body corporate, capable of suing and being sued in its own corporate name.

(3) The agreement set out in the Schedule shall regulate the joint committee.

SCHEDULE

PREAMBLE

Whereas by virtue of Resolution Number SFC01/03/21 Dated 02/06/21 and Number OFC86/9 dated 31/05/21, respectively, made by Chegutu Rural District Council and Chegutu Municipality, the parties have resolved to participate in the joint management of Risboro Farm, it is now agreed as follows:

Areas of joint interest

1. The area to be jointly managed is Risboro Farm situated in the district of Chegutu in between the area administered by Chegutu Municipality and that administered by Chegutu Rural District Council.

Interpretation

2. In this notice—

“the agreement” means this agreement;

Chegutu Rural District Council-Chegutu Municipality (Declaration of Joint Committee) (Risboro Urban Development) Notice, 2022

“business day” means any day other than Saturday or Sunday or public holiday in Zimbabwe;

“Joint Committee” means the committee made up of the members as appointed from time to time in terms of section 224 of the Urban Councils Act [*Chapter 29:15*] and section 83 of the Rural District Councils Act [*Chapter 29:13*].

Objectives of committee

3. The objective is for the development of the remainder of Risboro Farm commonly known as Risboro Farm into an up market urban settlement.

Appointment of committee members

4. Each party will appoint or second three (3) members from its Councillors or members to the joint committee as provided for in the Urban Councils Act [*Chapter 29:15*] and Rural District Councils Act [*Chapter 29:13*]:

Provided that the rural district council may appoint additional institutional members in terms of section 83 of the Rural District Councils Act [*Chapter 29:13*].

Tenure of office of committee

5. (1) The Committee shall hold office during their office tenure periods as provided for in section 226 of the Urban Councils Act [*Chapter 29:15*], and section 85 of the Rural District Councils Act [*Chapter 29:13*].

(2) The Committee shall elect their Chairperson at the first meeting who shall hold office for twelve (12) months—and the office of the Chairperson shall be alternated between the two (2) parties. The Chairperson shall have a casting vote should there be a tie amongst the joint committee in addition to the deliberative vote.

Functions and powers of committee

6. (1) The Committee shall have similar competences as provided in the Second Schedule and Third Schedule of the Urban Councils Act [*Chapter 29:15*], and any other that Councils can lawfully execute.

(2) There shall be a technical committee made up of officials from the two Councils and institutions to advise the joint committee.

Expenses

7. The parties shall share the expenses equally between themselves and in terms of section 224(4) of the Urban Councils Act [*Chapter 29:15*] and section 83(3) of the Rural District Councils Act [*Chapter 29:13*].

Costs

8. The parties shall jointly bear the costs incurred and incidental to the negotiation, preparation, execution and implementation of this agreement.

General

9. (1) This Agreement constitutes the sole record of the agreement amongst the parties in regard to the subject matter thereof and supersedes all prior agreements amongst the parties or any of them in regard to the subject matter thereof.

(2) If any provision of this Agreement is held or found to be invalid or unenforceable or contrary provisions of any law, such provision shall be deemed to have been severed from this Agreement and to *pro non scripto*:

Provided that all of the remaining terms of this Agreement shall continue to be of full force and effect and to bind the parties.

(3) 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 party arising out of or pursuant to this Agreement shall devolve upon and bind its legal personal representatives, successors in title and permitted assigns.

Applicable law and jurisdiction

10. This agreement is subject to the laws of Zimbabwe.

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