

FILHO DE NYUSI DESFAZ-SE DO PATRIMÓNIO ALEGADAMENTE ADQUIRIDO COM DINHEIRO DAS DÍVIDAS OCULTAS

Com o avanço das investigações das dívidas ocultas, era previsível que os indivíduos que adquiriram património com o dinheiro dos empréstimos ilícitos, procurassem se desfazer do mesmo, como forma de evitar o rastreamento dos bens adquiridos de forma ilícita, prática que em Moçambique fica facilitada pela falta da legislação sobre recuperação de activos.

É o caso de Jacinto Ferrão Filipe Nyusi, filho do presidente da República, Filipe Jacinto Nyusi. Em Julho de 2014, adquiriu uma vivenda localizada num bairro da elite, em Cape Town e em Outubro de 2017, vendeu o mesmo imóvel. O CIP está na posse de documentos que comprovam a compra e posterior venda do imóvel pelo filho do presidente da República, que na altura dos factos tinha apenas 21 anos.

Depois do próprio Filipe Nyusi ter sido citado em tribunal norte-americano como tendo recebido dois milhões de dólares da Privinvest, dos quais o FBI conseguiu rastrear um milhão, os filhos do presidente da República foram citados pelo jornal Canal de Moçambique, a requisitar compra de viaturas de luxo e de casa na África do Sul, alegadamente usando dinheiro das dívidas ocultas. António Carlos do Rosário financiou a compra do património em alusão .

Nos registos notariais da África do Sul consta que Jacinto Ferrão Filipe Nyusi, nascido a 31 de Março de 1993, adquiriu imóvel localizado no bairro de Constantia, em Cape Town, pelo preço de 3 900 000,00 rands (três milhões e novecentos mil rands) à uma viúva de nome Helene Pam-Mark. O filho de Nyusi fez o pagamento do montante a pronto. Constantia é um bairro da elite de Cape Town, habitado por diplomatas, empresários e políticos locais.

Quando o filho de Nyusi adquiriu o imóvel tinha apenas 21 anos. Era um menino anónimo, sem trabalho ou negócios conhecidos que o permitissem adquirir casa a estes preços. Entretanto, seu pai Filipe Nyusi acabava de ser eleito candidato da Frelimo à Presidência da República depois de ter servido por cerca de 5 anos como ministro da Defesa Nacional.

Citando correspondências de emails entre António Carlos do Rosário e Jacinto Ferrão Filipe Nyusi e Florindo Nyusi,

o Canal de Moçambique reportou que o imóvel em alusão foi adquirido por dinheiro das dívidas ocultas, através de António Carlos do Rosário, PCA das três empresas EMATUM, ProIndicus e MAM, pessoa chave das dívidas ocultas e antigo director de inteligência económica no Serviço de

Informação e Segurança do Estado (SISE).

O escândalo das dívidas ocultas viria a ser exposto em 2016 e em 2017. O Governo foi forçado pela pressão da sociedade civil, imprensa e doadores a realizar auditoria internacional independente às dívidas.

A auditoria foi realizada pela Kroll, financiada pela embaixada da Suécia em Maputo. O primeiro relatório da auditoria , em forma de sumário executivo, foi publicado em Junho de 2017. Revelou o envolvimento ilícito de várias figuras do Governo liderado por Armando Guebuza, incluindo de Filipe Nyusi. Poucos meses após a publicação do relatório da auditoria às dívidas, o filho de Filipe Nyusi se desfez do imóvel. Vendeu-o.

Consta dos registos notariais da África do Sul que Jacinto Ferrão Filipe Nyusi vendeu o imóvel a 4.500.000 rands (quatro milhões e quinhentos rands) a 10 de Outubro de 2017. O imóvel foi adquirido por um casal sul-africano, Antony Greenwood e Michelle Greenwood.

Os filhos de Filipe Nyusi não são arguidos do caso das dívidas ocultas que conta com duas dezenas de réus que aguardam pelo julgamento no Tribunal Judicial da Cidade de Maputo.

Em anexo

Os registos de compra e venda e as fotografias da parte frontal do respectivo imóvel.







Foe endorsement
Amount Office fee
Purchase
price/Value
R. Soo Co. a. R. Soo
Wembley Gnount
80 McKenzie Street
Cape Townemption
8001

Free endorsement
Amount Office fee
R. Soo Co. a. R. Soo
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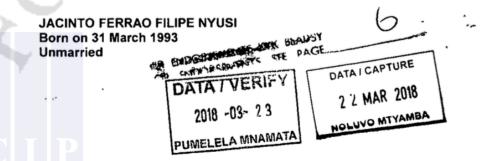
T0000011172/2018

DEED OF TRANSFER

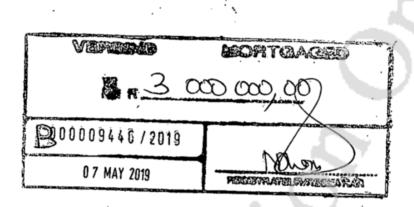
BE IT HEREBY MADE KNOWN THAT

ANJA HAUPT

appeared before me, REGISTRAR OF DEEDS at CAPE TOWN, the said appearer being duly authorised thereto by a Power of Attorney which said Power of Attorney was signed at MAPUTO on 31 JANUARY 2018 granted to him by



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And the appearer declared that his said principal had, on 10 October 2017, truly and legally sold by Private Treaty, and that he, the said Appearer, in his capacity aforesaid, did, by virtue of these presents, cede and transfer to and on behalf of:

- ANTONY MICHAEL LLEWELLYN GREENWOOD Identity Number 610309 5285 18 1
 Married out of community of property
- 2. MICHELLE GREENWOOD Identity Number 680312 0042 08 1 Married out of community of property

their Heirs, Executors, Administrators or Assigns, in full and free property

ERF 1899 CONSTANTIA, IN THE CITY OF CAPE TOWN, CAPE DIVISION, PROVINCE OF THE WESTERN CAPE:

IN EXTENT: 1 112 (ONE THOUSAND ONE HUNDRED AND TWELVE) Square Metres

FIRST TRANSFERRED by Deed of Transfer No. T19810/1967 with Diagram No. 11136/65 relating thereto and HELD BY Deed of Transfer No. T59525/2014.

- A. SUBJECT in respect of that portion of the land represented by the figure e, b, c, f on Diagram No. 11136/65 annexed to said Deed of Transfer No. T19810/1967 to the conditions referred to in Deed of Transfer No. T24986/1964.
- B. ENTITLED in respect of that portion of the land represented by the figure e, b, c, F on said Diagram No. 11136/65 annexed to the said Deed of Transfer No. T19810/1967 to the benefit of the servitude dated 27th November 1939 endorsed on Deed of Transfer No. T5144/1929, reading as follows:

"By Deed of Transfer No. 13001 dated 27/11/1939 the owner of the land thereby conveyed is restricted from erecting any factory or similar building on the land thereby conveyed within 62.97 metres of Kendal Road, which restriction is in favour of the land held hereunder. Subject to conditions as will more fully appear on reference to the said Deed of Transfer."

C. SUBJECT in respect of that portion of the land represented by the figure a, e, f, d on the said Diagram No. 11136/65 annexed to the said Deed of Transfer No. T19810/1967 the conditions referred to in Certificate of Registered Title No. T5179/1921.



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- D. ENTITLED in respect of that portion of the land represented by the figure a, e, f, d on said Diagram No. 11136/65 annexed to said Deed of Transfer No. T19810/1967 the benefit of the servitude dated 27 November 1939 endorsed on said Deed of Transfer No. T5144/1929 the wording of which servitude endorsement is fully set out in clause "B" above.
- E. SUBJECT as regards the whole of the abovementioned property to the following conditions imposed by the Administrator which conditions are contained in Deed of Transfer No. T24986/1964, and which conditions were imposed in respect of Portion 2 of Lot Kendal of which the abovementioned property forms part.
 - Any words and expressions used in the following conditions shall have the same meaning as may have been assigned to them by the regulations published under Provicial Notice No. 383 dated 13 June 1958.
 - In the event of the Town Planning Scheme or any portion thereof applying
 or being applicable to this erf, any provisions thereof which are more
 restrictive than any conditions of title applicable to this erf shall take
 precedence. Furthermore, nothing in these conditions shall be construed
 as overriding the provisions of Section 146 of Ordinance No. 15 of 1952, as
 amended.
 - 3. The owner of this erf shall, without compensation, be obliged to allow electricity and water pipes and mains and the sewage and drainage, including stormwater of any other erf or erven inside or outside this sub-division to be conveyed across this erf, if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time in order to construct, maintain, alter, remove or inspect any sewer, manhole, channel, conduit or other works pertaining thereto.
 - 4. The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority.
 - No building on this erf shall be used or converted to use for any purpose other than stipulated in these conditions.
 - 6. This erf shall be subject to the following further conditions, provided that where, in the opinion of the Administrator after consultation with the Townships board and the local authority, it is expedient that the restriction in any such condition should at any time be suspended and relaxed, he may authorise the necessary suspension or relaxation subject to compliance with such conditions as he may impose:
 - a) it shall not be sub-divided;



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- it shall be used only for the purpose of erecting thereon one dwelling together with such outbuildings as are oridinarily required to be used therewith;
- c) not more than one-third of the area thereof shall be built upon;
- d) no building or structure or any portion thereof except boundary walls and fences, shall be erected nearer than 17.32 metres to the street line which forms a boundary of this erf, nor within 3.15 metres of the rear or 1.57 metres of the lateral boundary common to any adjoining erf, provided that with the consent of the local authority an outbuilding not exceeding 3.05 metre in height, measured from the floor to the wall plate, may be erected within the above prescribed rear space and within the above lateral space for a distance of 9.45 metres reckoned from the rear boundary.
- F. SUBJECT to the following conditions contained in said Deed of Transfer No. T19810/1967 imposed by the Administrator in terms of Section 9 of Ordinance No. 33 of 1934:
 - a) The owner of this erf shall, without compensation, be obliged to allow electricity cables, and/or wires and main and/or other waterpipes and the sewage and drainage including stormwater of any other erf or erven to be conveyed across this erf, if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above.
 - b) The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority.







WHEREFORE the said Appearer, renouncing all rights and title which the said

JACINTO FERRAO FILIPE NYUSI, Unmarried

heretofore had to the premises, did in consequence also acknowledge him to be entirely dispossessed of, and disentitled to the same, and that by virtue of these presents, the said

- 1. ANTONY MICHAEL LLEWELLYN GREENWOOD, Married as aforesaid
- 2. MICHELLE GREENWOOD, Married as aforesaid

their Heirs, Executors, Administrators or Assigns, now are and henceforth shall be entitled thereto, conformably to local custom, the State, however reserving its rights, and finally acknowledging the purchase price to be the sum of R4 500 000,00 (FOUR MILLION FIVE HUNDRED THOUSAND RAND).

IN WITNESS WHEREOF, I the said Registrar, together with the Appearer, have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS DONE and EXECUTED at the Office of the REGISTRAR OF DEEDS at CAPE TOWN on 20 March 2018

q.q.

In my presence

REGISTRAR OF DEEDS









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In my presence

REGISTRAR OF DEEDS



GhostConvey 16.2.5.2



CENTRO DE INTEGRIDADE PÚBLICA Anticorrupção - Transparência - Integridade

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