

DRAFT LAND SALE/PURCHASE AGREEMENT
THE REPUBLIC OF UGANDA

THE REGISTRATION OF TITLES ACT CAP. 230

LAND SALE AGREEMENT

This Agreement is made this _____ day of _____ 20__

BETWEEN

_____ of NIN _____ Telephone No. _____
and of P.O Box _____ Kampala (hereinafter referred to as **“the Vendor”**
(which expression shall, where the context so admits, include and refer to his/her legal representatives,
assignees and successors in title) of the one part;

AND

*Clearly indicate all
details of the parties*

_____ of Tel. No. _____ and of P.O Box
_____ Kampala, hereinafter referred to as **“the Purchaser”** (which
expression shall, where the context so admits, include and refer to his /her legal representatives,
assignees and successors in title) of the other part;

Both collectively referred to as the **“Parties”** and individually as a **“Party”**

WHEREAS:

- (a) The Vendor is the registered proprietor of a **Leasehold Land/ mailo land/ freehold land** comprised in _____ measuring approximately _____ hectares situated at _____ **TOGETHER** with the buildings and improvements erected and being thereon (hereinafter referred to as **“the Property”**).
- (b) The Vendor is desirous of selling the Property as is to the Purchaser and the Purchaser is desirous and willing to buy the Property as is from the Vendor in accordance with the terms and conditions hereinafter stipulated; or the Vendor is desirous of sub-dividing the Land for purposes of selling part of it and the Purchaser is desirous of buying the said part of the Land; and;
- (a) Whereas both Parties have mutually agreed to enter into this transaction as well as represented and warranted to each other that they are duly constituted and legally capable of negotiating, executing and concluding these presents.

*Clearly capture all the land details
for example Block 211 Plot 12345
or LRV 45 Folio 20*

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

DISCLAIMER: This draft agreement and the provisions contained therein are provided for informational purposes only, and should not be construed as legal advice on any matter. These informational is not intended, and must not be taken, as legal advice on any particular set of facts or circumstances. You need to contact a licenced lawyer for legal advice, drafting and specific advice on transactions of this nature. No Attorney-Client Relationship Created by Use of this draft.

DRAFT LAND SALE/PURCHASE AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following words and expressions (save where the context requires otherwise) bear the following meanings:

“**The Deposit**” means the deposit paid pursuant to _____; (this could be deleted if the full purchase price shall be paid upon signing the agreement.)

“**The Purchase Price**” means the sum of Uganda Shillings _____ Only (UGX. _____-);

In the definition section, parties may agree to include more definitions depending on the circumstances of the case as they deem fit.

1.2 References to a clause or a Schedule are (unless the context otherwise requires) to a clause or Schedule respectively of this Agreement and references to a paragraph are (unless the context otherwise requires) to a paragraph of a Schedule to this Agreement;

1.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa;

1.4 Words of the neutral gender include the feminine and masculine genders and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner;

1.5 Where the context so admits the expressions “the Vendors” includes the successors and assigns of the Vendor and “the Purchaser” includes the personal representatives of the Purchaser and shall include any successors in title of the Purchaser;

1.6 References to a statute or a provision of a statute include any statute or provision of a statute amending consolidating or replacing it for the time being in force;

1.7 The clause and paragraph headings are for reference purposes only and shall not affect the construction of this Agreement;

1.8 If any party to this Agreement comprises more than one person the obligations and liabilities of such persons under this Agreement are joint and several.

2. AGREEMENT FOR SALE

The Vendor agrees and hereby sells the Property to the Purchaser for the Purchase Price stated in this Agreement. The Purchaser hereby buys the Property with no encumbrances on the same whatsoever or subject to a mortgage (give details of the mortgage).

Insert specific details of any encumbrance on the land.

DISCLAIMER: This draft agreement and the provisions contained therein are provided for informational purposes only, and should not be construed as legal advice on any matter. These informational is not intended, and must not be taken, as legal advice on any particular set of facts or circumstances. You need to contact a licenced lawyer for legal advice, drafting and specific advice on transactions of this nature. No Attorney-Client Relationship Created by Use of this draft.

DRAFT LAND SALE/PURCHASE AGREEMENT

3. INTEREST SOLD

The interest sold is the Vendor's **LEASEHOLD or FREEHOLD** interest in the Property from the Kingdom of Buganda in the Republic of Uganda.

This is applicable where there is a more superior interest in the land e.g Mailo Title and Land belonging to Buaenda Land Board

4. PURCHASE PRICE

The Vendor agrees to sell and the Purchaser agrees to purchase the Property for a Purchase Price of Uganda Shillings _____ Only (UGX. _____) which amount shall be fully paid to the Vendor on signing of this Agreement or which amount shall be paid to the Vendor in the following manner:-

- (a) Uganda Shillings _____ Only (UGX _____) upon signing of this Agreement (receipt of which is hereby acknowledged) as the deposit and in part payment of the Purchase Price; and
- (b) Uganda Shillings _____ Only (UGX _____) after a period of _____ weeks/ months from the date of signing this Agreement. **(One may add “upon obtaining a mortgage from the bank” if applicable).**

5. POSSESSION & TITLE

- (a) The Vendor shall upon payment of the Full Purchase Price or deposit by the Vendor and execution of this Agreement hand over vacant possession of the Property.
- (b) The Vendor shall upon execution of this Agreement deliver into the Purchaser's possession, the duplicate Certificate of Title, signed transfer forms, **mutation forms (as the case may be)** and passport size photographs to enable the Purchaser to delineate his land from the parent title and transfer it into his name. The vendors undertake to provide all necessary documents needed to have the land delineated and transferred to the Purchaser.

6. INSPECTION BEFORE PURCHASE:

This is important for purposes of due diligence

The Purchaser has inspected the property and has agreed to buy the same in its present condition. The Purchaser has also made the necessary searches in the Land Office and with the Local Council authorities of the area where the property is located.

7. VENDOR'S WARRANTIES AND OTHER UNDERTAKINGS

- (a) The Vendor shall give the Purchaser Kampala City Council Authority (KCCA) approved plans. (If there are no buildings on the Land, the approval will not be necessary.)

DRAFT LAND SALE/PURCHASE AGREEMENT

- (b) The Vendor covenants that the Property is sold free from all encumbrances whether legal or equitable (except; state the encumbrance e.g. mortgage etc) and the Vendor hereby warrants that he has a good and unimpeachable title to the Property forming the subject matter of this Agreement that the land measures _____ hectares and shall pass on good, valid and marketable title to the Land.
- (c) The Vendor warrants that he has good title to the Property constituting the subject matter of these presents and has never entered any sale or other form of agreement (nor will he enter into any during unless the Purchaser communicates failure to fully pay the Purchase Price) with respect to the Property besides this Agreement (except; state e.g. a loan with A) and that any encumbrances or claims whether written or otherwise shall be solely rectified by the Vendor. He further undertakes to unconditionally co-operate with the Purchaser whenever needed at any stage during the transfer of ownership of title.
- (d) That all public charges, fees and levies on the Property which fell due prior to this Agreement have been discharged. The public charges shall include but shall not be limited to, ground rent, lease rent, Property rates, water bills, taxes levied on the Property before this sale and any other local government fees charged on the premises.
- (e) The Vendor covenants that he has sought and procured all the necessary consents necessary to conclude this Agreement, including spousal consent if any, consent from the Buganda Land Board (as the case may be) or the necessary person or body and undertakes to indemnify the Purchaser against any adverse claims to the title to the Property hereby purchased and shall indemnify the Purchaser against such costs as may be incurred by the Purchaser owing to the Vendor's defect or want of title.
- (f) That the Property is not at the date of signing this Agreement the subject of any pending litigation or dispute.
- (g) That there exists no equitable interests or rights arising in prescription or by limitation of time or otherwise over the Property in favor of any third parties which can defeat the Purchaser's title.
- (h) The Vendor undertakes to introduce the Purchaser to the local authorities and any other relevant persons as the new owners of the Land.
- (i) The Vendor undertakes to perform all such acts and things and shall execute and deliver all such deeds, documents, and writings, and shall give all such further assurances as may be necessary to carry out the intent of this Agreement, including the execution of all the statutory transfer instruments, building plans and consents as exacted by law to give effect to this transaction.

8. PURCHASER'S WARRANTIES AND UNDERTAKINGS

DISCLAIMER: This draft agreement and the provisions contained therein are provided for informational purposes only, and should not be construed as legal advice on any matter. These informational is not intended, and must not be taken, as legal advice on any particular set of facts or circumstances. You need to contact a licenced lawyer for legal advice, drafting and specific advice on transactions of this nature. No Attorney-Client Relationship Created by Use of this draft.

DRAFT LAND SALE/PURCHASE AGREEMENT

- a. The Purchaser undertakes to make payment of the Purchase Price stipulated under Clause 4 of this Agreement.
- b. The Purchaser undertakes to pay stamp duty, and other attendant fees and taxes due on the transfer of the Property from the Vendor to the Purchaser.
- c. All professional legal fees incurred in the preparation of this Agreement and effecting transfer shall be borne by the Purchaser **or as the Parties may agree.**
- d. The Purchaser warrants that he purchased the Land with full knowledge of all the entries that appear on the Certificate of Title.

9. MATTERS AFFECTING THE PROPERTY

The Land is sold (so far as the same relate to and affect the Land and are still subsisting and capable of being enforced and taking effect) subject to and with the benefit of all matters disclosed or which might reasonably be expected to be disclosed as a result of inspection of the Land prior to the date hereof or searches or enquiries formal or informal whether personal or in writing made by or on behalf of a purchaser prior to the date hereof.

10. INDEMNITY

- a. In the event of any claim by a third-party or otherwise, that has the effect of defeating the title acquired by the Purchaser, or boundaries of the Property, the Vendor undertakes to indemnify the Purchaser against such claims and to reimburse the Purchaser to the full extent of the Purchase Price of the Property.
- b. Where it is discovered that any public charge or utility bills have not been discharged, the obligation to discharge such charge shall bear on the Purchaser **PROVIDED THAT** the Vendor undertakes to indemnify the Purchaser for the amount so discharged.
- c. The Land is believed to be and shall be taken to be correctly described as to the quality or otherwise and any error, omission, misdescription or innocent misrepresentation relating thereto whether contained in this contract or otherwise shall not invalidate this Agreement or annul the sale of the Land.

11. VARIATIONS, CANCELLATION AND WAIVER

No contract, varying or adding to, deleting from or cancelling this Agreement and no waiver of any right under this Agreement, shall be effective unless reduced into writing and signed by or on behalf of the Parties.

DRAFT LAND SALE/PURCHASE AGREEMENT

12. GOVERNING LAW, JURISDICTION

This Agreement and the relationship between the Parties shall be governed by the Laws of the Republic of Uganda. Any dispute arising out of this Agreement shall be settled amicably between the Parties. In the event that the Parties have failed to agree, the Ugandan Courts of Judicature shall have jurisdiction over any disputes arising under or in relation to this Agreement.

13. FORCE MAJEURE

Neither Party shall be liable for damages for any delay or failure to perform his obligations hereunder, if such delay or failure is due to causes beyond his control or without his fault or negligence, including, without limitation to, strikes, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body.

14. DISPUTE RESOLUTION

The Parties agree that in event of disputes, controversy or claim arising from or in connection with this Agreement or the breach, termination or validity hereof which are not resolved amicably by the Parties hereto, such dispute or claim may be referred by either Party to a court of competent jurisdiction in Uganda for adjudication and settlement.

6

DISCLAIMER: This draft agreement and the provisions contained therein are provided for informational purposes only, and should not be construed as legal advice on any matter. These informational is not intended, and must not be taken, as legal advice on any particular set of facts or circumstances. You need to contact a licenced lawyer for legal advice, drafting and specific advice on transactions of this nature. No Attorney-Client Relationship Created by Use of this draft.

DRAFT LAND SALE/PURCHASE AGREEMENT

IN WITNESS WHEREOF the Parties have hereunto set their respective hands and seals in execution hereof the day and year first above written.

SIGNED by the said
(NAME)

}

VENDOR

IN THE PRESENCE OF:

SIGNATURE _____

NAME: _____

POSTAL ADDRESS _____

OCCUPATION _____

SIGNED by the said
(NAME)

}

PURCHASER

IN THE PRESENCE OF:

SIGNATURE _____

NAME: _____

POSTAL ADDRESS _____

OCCUPATION _____

Drawn By

C.R Amanya Advocates & Solicitors
CRAA House, Plot 118 Bukoto Street
P.O BOX 2263
Kampala
www.cramanya.com

DISCLAIMER: This draft agreement and the provisions contained therein are provided for informational purposes only, and should not be construed as legal advice on any matter. These informational is not intended, and must not be taken, as legal advice on any particular set of facts or circumstances. You need to contact a licenced lawyer for legal advice, drafting and specific advice on transactions of this nature. No Attorney-Client Relationship Created by Use of this draft.