



**The Republic of Uganda**

**THE REGISTRATION OF TITLES ACT (CAP. 230)**

**AND**

**IN THE MATTER OF AN AGREEMENT FOR THE SALE OF LAND COMPRISED IN  
FREEHOLD/MAILLO/LEASEHOLD REGISTER VOLUME  
.....FOLIO...../..... BLOCK.....PLOT..... AT  
.....MEASURING..... HECTARES**

**AGREEMENT OF SALE OF LAND BY PRIVATE  
TREATY/PUBLIC AUCTION<sup>1</sup>**

(Under section 199 of the Registration of Titles Act)  
(To be filled in triplicate)<sup>2</sup>

**“The conditions in Table A of the Registration of Titles Act shall *apply/not apply*<sup>3</sup>  
to this contract”**

**THIS AGREEMENT** of sale of land is made this.....day of.....2011

Between ..... a.....by profession/occupation/business  
Identity/Passport Number..... of C/O P.O Box....., Tel:  
..... of e-mail address..... (herein after called “the Vendor”)  
on the first part **and** .....a.....by profession/occupation/business  
Identity/Passport Number..... of P.O Box ..... Tel..... of e-mail  
address .....whose current physical address is .....LC1,

<sup>1</sup> Delete whichever is inapplicable to this Agreement.

<sup>2</sup> Distribution:

- (1) Original copy to the Purchaser
- (2) Duplicate copy to the Vendor
- (3) Triplicate copy with annexes to be deposited for safe-custody with the Sub-county Chief/Recorder where the land is situated, an acknowledge receipt of which shall be issued to that effect.

<sup>3</sup> Delete whichever is inapplicable to this Agreement.

.....Zone.....Village.....Parish.....sub-county.....District, the fact of which has been duly verified by the Local Council 1 Chairperson by a letter dated .....hereby attached hereto (hereinafter called “the Purchaser”) on the second part.

**WHEREAS** the Vendor is the registered owner of vacant land/owner-occupied property/tenanted land/land under occupancy<sup>4</sup> comprised in Freehold/Mailo/Leasehold Register Volume.....Folio.....Plot No....., .....Road, ...../ .....Block.....Plot ..... at .....in the district of .....and is desirous of selling lot number<sup>5</sup>.....of the approximate area of .....of a hectares comprised in Deposited Plan/Scheme of Subdivision Number.....out of plot.....measuring approximately ...../the entire piece of land described as Plot Number.....measuring approximately.....Hectares which is currently undeveloped/developed.<sup>6</sup>

**AND WHEREAS** the Purchaser, being desirous of purchasing the said land, has carried out all the necessary due diligence for establishing the authenticity of the title of the Vendor to the said land through investigations and by the physical inspecting the land, among other things, and by signing this Agreement the Purchaser hereby affirms to completion of all the requisites investigations and inspections as proof of the proper conduct of due diligence to the Purchaser’s full satisfaction and hereby the commits himself or herself as follows:

#### **1.0. Searches and Investigations of Vendor’s Title**

The Purchaser has duly made all the necessary requisitions on the title of the Vendor, including among other things, the delivery and inspection of the duplicate certificate of title in possession of the Vendor and all the relevant muniments of title in addition to carrying out searches from the original registry copy of the certificate of title which is kept by the Office of Titles for the district where the land is situated and has obtained a duly certified copy thereof authenticating the correct description of the said land and current and up-to-date status of registered ownership and the incumbrances, if any, burdening the land.

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<sup>4</sup> Delete whichever is inapplicable to this Agreement.

<sup>5</sup> A lot is a piece of an ascertained and planned but unsurveyed land out of a large mailo or freehold estate which is comprised in an approved and deposited plan/scheme of subdivision of land prepared by the owner of the land within the context of the provisions of sections 31, 34 and 35 of the Physical Planning Act 2010 and of Part IX of the Registration of Titles Act (Cap. 230).

<sup>6</sup> Delete whichever is inapplicable to this Agreement.

## 2.0. Investigations, Inspections of land and Reviews.

The Purchaser has at the Purchaser's expense finally completed the investigations, inspections of the said property/land and has made all the necessary reviews of records pertaining to the land title of the Vendor in relation to the situation on the ground and has accordingly made the following findings and conclusions about the said land:

- 2.1. The Purchaser has ascertained of the actual dimensions and boundaries of the land/property and all the existing improvements located on the land /property,
- 2.2. The Purchaser has established by opening the boundaries and taking measurements or survey of the land/property the actual square acreage of the land rather than solely relying on any quoted square acreage on the certificate of title or other related document, the outer corner points of which have been identified and hereby agreed upon between the vendor, and purchaser and the contiguous neighbours upon the data in respect thereof being captured by Geographical Position System (GPS) in form of the following Coordinates:
  - (1) X.....Y.....;
  - (2) X.....Y.....;
  - (3) X.....Y .....
  - (4) X.....Y.....;
- 2.3. The Purchaser has established the ingress and egress to public roads directly leading to and from the said land, and has ascertained the amount of gross acreage in the said land and **the net acreage which is available for actual development by the Purchaser is not less than the prescribed minimum plot size of.....square metres (.....decimals) for high/medium/low<sup>7</sup> density stipulated by the National Physical Planning Standards and Guidelines** with due regard to the zoning scheme where the land is situate and designated user for the said land, exclusive of road and railway reserves, highways, rights of way, fence line encroachments, drainage, ditches, wetlands and railroad ties.

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<sup>7</sup> Delete whichever is inapplicable to this Agreement.

- 2.4. The Purchaser has established by written confirmation from the Planning Authority of the area where the land is situated that the restricted user of the said land is: Residential/Commercial/Industrial/Institutional/Open Space/Recreational/Agricultural/Urban Farming/mixed use of...../other.<sup>8</sup>
- 2.5. The Purchaser has established that the said land is not actually a wetland and neither is the said land located within the restricted developmental limits from any water bodies of the distance of **two hundred metres (200) in the case of lakes** or **one hundred (100) metres in the case of rivers** as stipulated by the National Wetlands Policy 1995 and within the context of the provisions of section 154 and 155 of the Registration of Titles Act (Cap. 230) (as clearly exhibited in the Environmental Map attached hereto)<sup>9</sup>, and that there have been no any hazardous or toxic or noxious waste or regulated substances which may have been deposited on the land.
- 2.6. The Purchaser has conclusively established from the Vendor and the contiguous neighbours to the said land that it is actually vacant and has a marketable title and therefore is not otherwise incumbered or disputed by any person or authority, which land is currently abutted by the following contiguous neighbours:<sup>10</sup>

2.6.1. In case of contiguous bona fide and/or lawful occupants That the names and addresses so far as known to Purchaser the occupants of all lands contiguous to the land are as follows—

- *To the North:*  
Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in......Identity Card  
No..... (telephone No.....) of e-mail  
address,.....Property Rating No.....
- *To the East:*

<sup>8</sup> Delete whichever is inapplicable to this Agreement.

<sup>9</sup> A copy of Environment Map showing the abutments and relative position of the land to the nearest water body to be attached within the context of the provisions of section 154 and 155 of the Registration of Titles Act (Cap. 230).

<sup>10</sup> At least two of the Contiguous Neighbours shall be the attesting witnesses to this Agreement and the Transfer Instrument, whose signatures shall be witnessed by a Legal Practitioner, a Bank Officer, a Surveyor, etc.

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in ..... .Identity Card  
No..... (telephone No.....) of e-mail address.....,  
Property Rating No.....

- *To the West:*

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in ..... .Identity Card  
No..... (telephone No.....) of e-mail address..... Property  
Rating No.....

- *To the South:*

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in.....Identity Card  
No.....(telephone No.....) of e-mail address..... the  
Property Rating No.....

2.6.2. In case of Contiguous Registered Proprietors. That the names and addresses so far as known to me of the owners of all lands contiguous to the land are as follows—

- *To the North:*

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in.....Identity Card  
No..... (telephone No.....) of e-mail address,..... the  
registered proprietor of Plot No..... Property Rating No.....

- *To the East:*

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in ..... .Identity Card No.....  
(telephone No.....) of e-mail address....., the registered proprietor of  
Plot No..... Property Rating No.....

- *To the West:*

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in ..... .Identity Card No.....  
(telephone No.....) of e-mail address..... the registered proprietor of  
Plot No..... Property Rating No.....

- *To the South:*

Mr/Ms. ....of P.O. Box .....Kampala, working  
as.....in.....Identity Card  
No.....(telephone No.....) of e-mail address..... the registered  
proprietor of Plot No..... Property Rating No.....

**AND WHEREAS** it is the duty of the Vendor to disclose all the material information pertaining to the said land to the Purchaser, and in particular the information concerning the existence of unregistered interests which are protected under the law by virtue of section 59 (2) of the Registration of Titles Act as overriding interests which encumber the said land, and upon such disclosure the Purchaser shall be under duty to conduct a full and thorough physical inspection of the said land and to making all the necessary inquiries from the contiguous neighbours and other relevant sources with a view to verifying the validity and extent of such disclosure and hereby agrees that by signing this Agreement the Purchaser shall be bound by all the following disclosed overriding interests affecting the said land:

**3.0. The Duty of the Vendor to disclose Overriding Interests burdening the Land**

- 3.1. Defects in title including rights of way and other easements such as rights to drainage and light; All easements, especially access roads to the said land;<sup>11</sup>
- 3.2. There are existing tenancies or occupancies on the said land/there are no tenancies or occupancies on the said land whatsoever and howsoever.<sup>12</sup>

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<sup>11</sup> **Right of Way and Access Road:** All roads or ways adjoining or leading to or from the land sold or shown on the existing grant final mailo certificate or certificate of title to the property the areas of which roads are not included therein shall be deemed by the Purchaser either to be appurtenant to the land or to have become public roads; in particular the **access road leading to the said land of the minimum width of eight (8) metres**, hatched in brown on the scheme/plan of subdivision of the said land attached hereto.

<sup>12</sup> **Overriding Interests: Tenant's Rights and Rights of Occupancy**

- *Tenant(s) rights to Quiet Possession:* the Vendor represents that there are no parties in occupation of the land other than the Vendor, but that if the Property is intended to be rented or occupied by a tenant beyond the date of this Agreement, the full details of the terms and conditions of the tenancy and the particulars of the tenant(s) in possession of the land shall be disclosed by the Seller to the Purchaser who shall upon disclosure and by signing this Agreement be bound by the terms and conditions in the tenancy agreement which guarantee the tenant(s) the right to continued quiet enjoyment of the land.
- *The rights of Lawful or Bona fide Occupant(s) of registered land:* where registered is under occupancy, the owner and the occupants on registered land shall continue to enjoy the right to the first option to purchase the land or to enter into a land sharing arrangement between themselves subject to a programme of planned development; however in the event of the occurrence of any change of title by sale, grant and succession or otherwise, such changes shall not in any way affect the existing interests of the bona fide or lawful occupant on the said land, and the new owner shall upon such changes be obliged to respect the existing interests.
- *Spousal Right of Occupancy:* this Agreement is subject to the Vendor obtaining written consent from the spouse of the Vendor who is not legally separated as a precondition of the sale of land within the context of section 39 of the Land Act (Cap. 227 as amended);
- *The rights of occupancy of beneficiaries of an intestate;* any wife or husband of an intestate, as the case may be, and any children, under eighteen years of age if male, or under twenty-one years of age and unmarried if female, who were normally resident in the residential holding owned or occupied by an intestate prior to his or her death as his or her principal residence shall be entitled to occupy it within the meaning of section 26 and the Second Schedule of the Succession Act (Cap, 162).

- 3.3. The ownership of the land is subject to the following Conditions, Restrictions, Limitations imposed by State agencies for the beneficial use and enjoyment of the land:.....;
- 3.4. The said land is subject to/not subject to the following restrictive covenants affecting the property, including those which were created prior to the root of title.....;<sup>13</sup>
- 3.5. *The land is subject to/not subject to* (All unusual or onerous covenants affecting leasehold property);<sup>14</sup>
- 3.6. *The land is held/not held* under a head-lease or sublease LRV.....Folio....(in case of title held under leasehold property)
- 3.7. *The said land is subject to/not subject* the existence of adverse zoning decisions made by the planning authority;
- 3.8. *The said land is subject to/not subject* the existence a First Charge(s) in favour of the Government by way of arrears on income tax or property rates.<sup>15</sup>

**AND WHEREAS** the purchaser is ready, able and willing to buy the land/property for valuable consideration upon terms and conditions herein stipulated:

**NOW THEREFORE THIS AGREEMENT WITNESSES as follows:**

#### **4.0. Consideration**

In consideration of UShs. .... (.....Uganda Shillings only) to be paid by the purchaser to the Vendor, the Vendor shall unconditionally sell the above mentioned land to the purchaser who shall by virtue of this Agreement acquire an absolute interest in the said land upon registration of a transfer to that effect.

#### **5.0. Terms of payment**

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<sup>13</sup> *Any Restrictive Covenants which may have been* imposed on the land and other matters appearing on the scheme/plan of subdivision or otherwise common to the subdivision of the land as a development scheme;

<sup>14</sup> Zoning schemes and the rules for the regulation of subdivisions of land, plot layout, schemes of development, approvals of building plans and planning permissions and issue of occupation permits, the erection of buildings and provision of public utilities and prevention of nuisances

<sup>15</sup> Liability of Vendor to Government Taxes: the Purchaser has demanded, for the production of a certificate of no-arrears of property rates from the Vendor or upon failure of the Vendor produce the same as demanded, the Purchaser has inquired from the Local Government where the land is situated, and has therefore satisfied himself or herself that the Vendor is not liable to any property rates arrears in terms of sections 34 of the Local Government (Rating) Act (Cap. 242):

The purchaser shall pay full purchase price by cash at the signing of this agreement receipt of which the vendor has acknowledged by signing this agreement.

#### **6.0. Transfer**

The vendor will upon due payment of the full amount of purchase money sign a transfer of the property to the purchaser, that transfer to be prepared by and at the expense of the purchaser.

#### **7.0. Stamp duty**

The purchaser shall pay or bear the expense of all stamp duties on or in respect of the transfer to him or her.

#### **8.0. The Duty of Vendor to Delivery up of Vacant Possession of Land**

The vendor shall provide vacant and quite possession of the land/property to the purchaser upon full payment of the purchase price hereby stated. However, where there is a subsisting tenancy on the land, the delivery of vacant possession shall be by the Vendor formally and directly introducing the Purchaser to the tenant(s) who shall peaceably handover the property and the property rent receipt books to the Purchaser whereupon the tenant(s) shall be under obligation to pay the rent due in respect of the subsisting tenancy agreement to the Purchaser, the formal introduction and the receipt of rent whereof shall be deemed effective delivery of possession of the land to the Purchaser by the Vendor.

#### **9.0. Community Policing of Authentication of Delivery of Possession and Attestation of Parties**

The Vendor is duty bound to formally introduce the Purchaser to all the contiguous neighbours of the said land whose identities and additions shall be captured for purposes of this Agreement, in addition to the taking of group photographs with each contiguous neighbour at each boundary of the said land, which photographs shall be authenticated by the Vendor, the Seller and each contiguous neighbour. At least two of the said contiguous neighbours who are current registered proprietors of land shall witness the due delivery of possession of the said land by the Vendor to the Purchaser and shall accordingly authenticate this Agreement by acting as Attesting Witnesses to the Vendor and the Purchaser, who shall subsequently be registered the contact persons for any and for all purposes in relation to matters pertaining to the ownership of the said land and for any other future transactions in respect thereof.

#### **10.0. Warranty**



The Vendor hereby warrants that he or she is the lawful owner of the legal estate comprised in the said land free from any encumbrances, claim from a spouse, a beneficiary or any other interest whatsoever/which is subject to the overriding interests which have been fully disclosed by the Vendor to the Purchaser as indicated herein above.<sup>16</sup> The Vendor hereby commits that in the event of the title being challenged by the Purchaser for breach of any of the terms indicated herein he or she shall pay to the Purchaser the full purchase price plus interest at the prevailing bank rates and shall also pay compensation for all the inconveniences incurred by the purchaser.

### **11.0. Mediation.**

The parties agree that in case of a dispute arising out of breach of any terms of this Agreement by either party, the same shall be referred to mediation by a mediator agreed to by the two parties to this Agreement, for the purposes of attempting to resolve the dispute amicably through negotiations with the view to reaching a mutually satisfactory agreement or accommodation on the matter before seeking any recourse to Courts of Law; any agreement thereby reach through mediation shall be binding on the parties thereto and enforceable at law.

**IN WITNESS WHEREOF** the parties hereto have affixed their respective signatures on the day, month and the year first aforementioned

Signed by the said

.....

.....

**VENDOR**

In the presence of

.....

**ATTESTING WITNESS<sup>17</sup>**

### **CERTIFICATE OF OFFICER TAKING DECLARATION OF ATTESTING WITNESS**

Appeared before me at..... the .....day of .....,  
20 .....,..... (insert name), the  
attesting witness to this instrument, and declared that he/she personally knew  
.....(insert

<sup>16</sup> Delete whichever is inapplicable to this Agreement.

<sup>17</sup> The Witness to the signature has to be one of the Contiguous neighbours indicated herein above.

name), the person signing the instrument, and whose signature..... (*insert name of attesting witness*) attested, and that the name purporting to be the signature of .....(*insert name*) is his/her proper handwriting and that he/she being of sound mind, freely and voluntarily signed the instrument.

.....  
Signature of person taking the declaration<sup>18</sup>

of the attesting witness (*set out qualification*)

(telephone no.....and e-mail address.....)

.....

Signed by the said

.....

**PURCHASER**

.....

In the presence of

.....

**ATTESTING WITNESS<sup>19</sup>**

## **CERTIFICATE OF OFFICER TAKING DECLARATION OF ATTESTING WITNESS**

Appeared before me at..... the .....day of .....,  
20 .....,..... (*insert name*), the  
attesting witness to this instrument, and declared that he/she personally knew  
.....(*insert*

*name*), the person signing the instrument, and whose  
signature..... (*insert name of attesting witness*) attested, and

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<sup>18</sup> The Attesting Witness has to be witnessed by a practicing Advocate, Surveyor, Bank Manager, etc. within the meaning of section 147(1) of the Registration of Titles Act (cap. 230) who shall proceed to witness the signature of the attesting witness to the vendor after due inquiries of the witness in accordance with the provisions of section 147(2) of the said Act.

<sup>19</sup> The Second Witness to the signature has to be one of the Contiguous neighbours indicated herein above.

that the name purporting to be the signature of .....(*insert name*) is his/her proper handwriting and that he/she being of sound mind, freely and voluntarily signed the instrument.

.....

Signature of person taking the declaration<sup>20</sup>

of the attesting witness (*set out qualification*)

(telephone no.....and e-mail address.....)

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<sup>20</sup> The Attesting Witness has to be witnessed by a practicing Advocate, Surveyor, Bank Manager, etc. within the meaning of section 147(1) of the Registration of Titles Act (cap. 230) who shall proceed to witness the signature of the attesting witness to the vendor after due inquiries of the witness in accordance with the provisions of section 147(2) of the said Act.