**THE REPUBLIC OF UGANDA**

**THE REGISTRATION OF TITLES ACT**

**Description of the Land**

**Tenure of land** *(for example Freehold Register Volume ....... Folio ........)*

**Block: ..............................**

**Plot****: .................................**

**Total Area: ………… Hectares**

**Land at ..............................**

**................................County**

**................................District**

**AGREEMENT FOR SALE OF LAND**

This Agreement is made this ……day of ………………….… **20** ……...

**BETWEEN:** ………………………….*(name of the Registered Proprietor)*of P.O Box ……………………, Telephone Number …………and National Identification Number or Registration Number …………………., (hereinafter referred to as **‘*the Vendor’,*** which expression shall where the context admits include his/her successors and assigns in title) of the one part.

**AND: DEPOSIT PROTECTION FUND** located on AHA Towers, Level 3, Plot 7 Lourdel Road, Nakasero, P.O Box 37228, Kampala Uganda, Telephone Number +256 312206400, (hereinafter referred to as **‘*the Purchaser,*** which expression shall where the context admits include its successors and assigns in title) of the other part.

**WHEREAS**:

1. The land above described herein referred to as ‘***the land****,* is registered in the names of the Vendor vide Instrument Number …………………………..
2. The Vendor is desirous of selling theland described above and undertakes to transfer all its / his / her interest in the land to the Purchaser.
3. The Purchaser has physically inspected the land and is able and willing to buy the land from the Vendor upon the terms and conditions herein set.

**THE TERMS OF THIS AGREEMENT** are as follows:

1. **Consideration and Terms of Payment:**
	1. The total purchase price of **UGX** ……………………(*amount in words*) shall be paid by the Purchaser as a lumpsum to the Vendor, as full consideration of the land described above.
	2. In consideration of the payment above, the Vendor hereby sells the land described above, free from any encumbrances and adverse claims.
2. **Vacant possession and Documents of Title:**
	1. Before payment of the purchase price**,** the Vendor and the Purchaser undertake to sign and be bound by this agreement.
	2. Before payment of the purchase price, the Vendor shall:
		1. hand over to the Purchaser the Duplicate Certificate of Title to the land fully transferred in the names of the Vendor.
		2. sign mutation forms, if applicable, and other relevant documents to facilitate subdivision of the land.
		3. provide a photocopy of his or her National Identification Document bearing his or her signature and coloured passport size photograph(s).
		4. sign transfer forms in respect of the Certificate of Title for the land in favour of the Purchaser.
		5. Tax Identification Number of the Vendor.
		6. provide duly signed spousal consent forms if the land is family land.
		7. grant the Purchaser quiet possession and enjoyment of the land.
		8. Introduce the purchaser to the area Local Council authorities as the new proprietor of the land.
3. **Assurance of title and Indemnity:**
	1. The Vendor warrants that he or she is the rightful owner of the land with full authority to sell and that he or she has sold the land free from third-party claims and encumbrances.
	2. In the event the Land Registry or any other person or authority queries the identity or title of the Vendor in respect of the land, the Vendor shall conform to or respond to any requirement that the Land Registry or any other person or authority may impose as a pre-condition for transfer of the land to the Purchaser.
	3. If the Purchaser suffers any loss whatsoever, as a result of discovery of third-party claims or encumbrances, defect or want in title regarding the land, the Vendor undertakes to fully compensate the Purchaser.
4. **Responsibility for Expenses Incidental to the Sale and Transfer:**
	1. The Vendor, where applicable, shall be responsible for the cost of sub-division and delivery of the Certificate of Title.
	2. The Vendor and the Purchaser shall bear their respective costs in relation to the drafting of this Agreement.
5. **Warranties and Indemnity:**
	1. In the event a lawful authority or Court of competent jurisdiction sets aside the sale of the land described above on grounds of want or defect in title or for any other reason whatsoever, the Vendor shall immediately refund to the Purchaser the full purchase price and any other costs paid towards the purchase of the land.
	2. Notwithstanding the foregoing, if the Vendor breaches or rescinds this agreement, prior to the transfer of title to the Purchaser, the Vendor shall immediately refund the purchase price. If the Vendor fails to immediately refund the purchase price, the Vendor shall pay 10% interest on the purchase price or interest on the prevailing market value of the land, whichever shall be greater, from the date of rescission of the agreement.
	3. The Vendor also warrants that he or she acquired the relevant permits, licences and or authorisations from national, municipal and local authorities prior to the sale of the land. Breach of this provision shall render the Vendor liable for all costs that shall be incurred by the Purchaser.
6. **Modification:**
	1. This Agreement constitutes the entire agreement between the parties, relating to sale of the land and supersedes any prior agreements or understanding between the parties.
	2. Neither party shall be bound by any variation of this contract unless the variation is duly executed by the Parties.
7. **Dispute Resolution and Applicable Law**

All disputes between the Vendor and the Purchaser regarding this agreement shall in the first instance be resolved amicably between the parties or their respective representatives within 14 days from the date the aggrieved party raises the concern(s) or dispute(s). If the parties fail to resolve the dispute(s), the aggrieved party shall have recourse to the Courts of law in Uganda. The Laws of Uganda shall apply.

1. **Severability:**

If any provision of this agreement shall be declared invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability will not affect the validity or enforceability of any or all the remaining provisions of this agreement. The rest of the provisions shall remain binding as if this agreement had been duly executed without the invalid or unenforceable provisions.

**IN WITNESS WHEREOF** the Parties have signed this Agreement on the day and year first mentioned above.

Signed by the **DEPOSIT PROTECTION FUND**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dr. Julia Olima Oyet

**CHIEF EXECUTIVE OFFICER**

Date:

In the presence of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Angela Kiryabwire Kanyima

**DIRECTOR LEGAL/BOARD SECRETARY**

Date:

Signed by (*add name of the Vendor*)

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**VENDOR**

Date:

In the presence of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: (*add name of the witness*)

Designation**:**

Date:

**Drafted By.**

The Board Affairs and Legal Department

Deposit Protection Fund