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**THE REPUBLIC OF UGANDA**

**IN THE MATTER OF THE REGISTRATION OF TITLES**  
**ACT CAP 230**

**KYAGGWE**

**BLOCK: 165**

**PLOT: 152 and 257**

**AT: Nakaseeta**

**SIZE: 163.5 acres to be  
curved out.**

**AGREEMENT OF SALE OF LAND**

**THIS AGREEMENT** made this 4<sup>th</sup> day of September 2014, **BETWEEN**  
**JOMAYI PROPEERTY CONSULTANTS LTD** of P.O Box 4477, Kampala  
**Tel: 075-2-506177** (hereinafter referred to as "The Purchaser") of the one  
part;

**AND**

**KINENE MUKASA WASHINGTON** of Bunyagira Village, Kawolo Sub-  
county, Mukono District **Tel: 0712-956917** (Hereinafter referred to as  
"The Sellers") of the other part; .

**WITNESSETH AS FOLLOWS: -**

**WHEREAS** the Seller is the registered proprietor of all the Land described  
herein above.

**AND**

**WHEREAS** the Seller is desirous of disposing the said Land, all fixtures,  
vegetation and any emblements thereon at the total consideration of  
**Ug.Shs.1,100,000,000/= (one billion and one hundred million  
shillings).**

**AND**

**WHEREAS** the Purchaser is desirous of purchasing the said Land at the above  
consideration;

*TRAM*  
**NOW THE SELLER COVENANTS WITH THE PURCHASER AS  
FOLLOWS:-**

- TRAM*
- a) That the said Land is not subject of any encumbrances whether  
equitable or legal;
  - b) He is the registered and legal proprietors of all the Land comprised in  
the above description;
  - c) That the Seller is making the first disposition of the said Land under this  
agreement and that he has never disposed of the said Land by way of  
sale, bequest intervivoz or any other means known at our law.





- d) He is selling this land candidly without any intent to defraud any person;
- e) He has full and unfettered power to sell or dispose of the said land without being answerable to another person or entity, present or contingent;
- f) That the Seller has at all times been responsible and kept proper custody of the title deeds for the said Land and that he has never conducted himself in any manner by negligence of which another title to the said land may have been processed by a fraudulent person;
- g) The Seller guarantees that the Purchaser will at all times enjoy quiet possession of the said land and that the Purchaser shall never be inconvenienced at all during the time he will be in occupation and control of the said Land; and that the Purchaser will not be subjected to law suits as a result of adverse claim by another person or entity; and that should the Purchaser be inconvenienced in any form, as to result into financial loss on the part of the Purchaser, the Seller shall be liable to indemnify the Purchaser and make good any loss, cost or damage that shall be incurred by the Purchaser, **PROVIDED** such inconvenience, loss, cost or damage stems from the fault of the Seller;
- h) The Seller covenants that this agreement takes precedence over his estate and that whoever takes the Seller's estate or part thereof takes the same subject to the obligations of the Seller in this agreement, and that this agreement, encumbers the Seller's estate;
- i) The seller shall upon execution of these presents deposit the duplicate certificates of title with M/S Mungoma, Mabonga, Wakhakha & Co Advocates to hold on behalf of both parties until receipt of the total consideration by the purchaser.
- j) Upon completion of payment of the acreage on-Plot 152 the seller shall handover signed transfer and mutation forms, a photocopy of his identity card and passport photos to the purchaser. The same shall apply to Plot 257.

**THE PURCHASER COVENANTS WITH THE SELLERS AS FOLLOWS:-**

- a) The purchaser undertakes to pay the entire consideration onto the seller's account with Centenary bank Account No. 3020052374 in the names of KINENE MUKASA WASHINGTON according to the schedule hereunder;

i.	30 <sup>th</sup> October 2014	280,000,000/=
ii.	30 <sup>th</sup> November 2014	246,600,000/=
iii.	30 <sup>th</sup> December 2014	256,600,000/=
iv.	30 <sup>th</sup> January 2015	266,800,000/=



- b) Both parties have agreed that the purchaser shall pay a sum of Ug.shs. 50,000,000/= (fifty million shillings) to Majid Kintu and Lawrence Ssozi as commission fees and the same shall be deducted from the purchase price. The said Majid Kintu and Lawrence Ssozi shall declare their fellow brokers who have been party to this transaction.

**PROVIDED BOTH PARTIES HEREBY AGREE THAT:**

This Agreement applies, binds, and affects to all assignees of Title, transferees of Title as well as administrators of the Estates of either party.

**THE PARTIES HAVE SET THEIR USUAL SIGNATURES AND SEALS ON THE DATE FIRST MENTIONED ABOVE.**

**SIGNED BY MR. JOSEPH IGA  
FOR AND ON BEHALF OF  
MS. JOMAYI PROPERTY  
CONSULTANTS LTD**

**In the presence of  
MUNGOMA STEPHEN**




**SIGNED BY  
KINENE MUKASA WASHINGTON**

  
.....  
**SELLER**

**WITNESSES**

**LUYOMBYA ERENEA**

  
.....

**ALL BEFORE:  
MUNGOMA STEPHEN**



**Drawn & filed by  
Mungoma, Mabonga,  
Wakhakha & Co. Advocates  
P. O. Box 123,  
Mukono.**



No.

This is to certify that

MR. MUKASHA

IS A RESIDENT OF

BWA MUKASHA

KAWILO

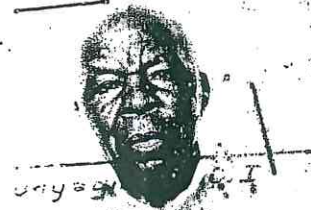
District MUKOMBO

Age Sex MALE

Occupation FARMER

Nationality UGANDA

Date of Issue 13/01/03



Holder's Signature

I certify that the above photo  
is of MUKASHA

Signature & Stamp LCT

Chairperson

