

1. Notice of Withdrawal of Caveat

**THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT CAP 230
..... BLOCK..... PLOT.....**

NOTICE OF WITHDRAWAL OF CAVEAT.

To the Registrar of Titles.

TAKE NOTICE that I (**Insert caveator's name and address**) having lodged a caveat on the land comprised in the land comprised in Block.... Ploton the day of 20.... under instrument **No.(Caveat instrument number and date)** and my claim having now been settled.

I HEREBY UNCONDITIONALLY WITHDRAW the said caveat

DATED at Kampala thisday of20...

(Caveator's name and signature)

.....

In the presence of

(Witness' name and signature)

2. Transfer Form

THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT CAP 230

.....(Insert Property Description)

TRANSFER

I / We..... **(Insert Name and Address of transferor)** being the
being the owner and or registered proprietor of the lands comprised in the above described property
IN CONSIDERATION of the sum of/= **(Amount in words)** paid to us by
..... (transferee)of P.O
BOX.....on or before the execution of these presents the receipt whereof we acknowledge

I/WE DO HEREBY transfer the said land and all our estate and interest in the land
to....., the Transferee on thisday of
.....

Signed by;

.....
SELLER/TRNSFEROR

In the presence of:

.....
WITNESS

Signed by the said

.....

.....
TRANSFEEEE

In the presence of:

.....
WITNESS

3. Tenancy Agreement

THE REPUBLIC OF UGANDA
REGISTRATION OF TITLES ACT (CAP. 230)
TENANCY AGREEMENT

THIS AGREEMENT is made this..... day of 20.....

BETWEEN

.....(**Insert landlord/lady's name and address**) hereinafter referred to as the (**LANDLORD/LADY**) which expression shall unless the context so admits include his/her duly authorized agents, heirs, successors in title, executors, administrators and legal representatives on one hand

AND

.....(**Insert tenant's name and address**) (herein after referred to as the "**TENANT**") which expression shall unless the context so admits include heirs, executors, administrators, successors' in title and legal representatives on other hand.

WHEREAS:

1. The Landlord/lady is the registered proprietor/owner of (**insert property description and location**)
2. The Landlord/lady is desirous of letting out the said premises and the Tenant is ready and willing to take the same on the terms and conditions set out hereunder;

NOW THEREFORE IT IS AGREED AS FOLLOWS;

3. The Landlord/lady hereby lets and the Tenant takes the demised premises for (**Indicate purpose eg residential, commercial etc**)
4. The monthly rent shall be/= (**amount in words**) PER MONTH

5. **THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:-**

- a) To use the said premises for..... (**indicate purpose eg residential and other purposes reasonably incidental thereto.**)
- b) To pay water and electricity bills imposed on the said property. (**indicate any other applicable charges**)

- c) To grant full right and liberty to the Landlord/lady and **his**/her surveyors, agents or workmen at all reasonable times to enter into and upon the demised premises or any part thereof for the purposes of repairing, maintaining, altering, examining or testing the building, and all parts/fixtures therein.
- d) Not to do or suffer to be done on the demised premises any act or thing which shall be an annoyance or a nuisance to the landlord/lady. **(or the occupiers of the adjoining premises if applicable)**
- e) To comply with rules, regulations and bye laws of Wakiso District or other competent authority having jurisdiction in that behalf.
- f) Not to suffer to be used the premises for any illegal or immoral purpose.
- g) To maintain the interior of the demised premises in tenantable condition.
- h) To promptly notify the Landlord/lady of any damage to the premises.
- i) **Not to repair any** damages without obtaining the prior permission of Landlord/lady.
- j) Not to sublet the premises except with the landlord/lady's prior consent.
- k) Not to alter or permit any alteration of the premises. Alterations include, but aren't limited to, painting, wallpapering, structural changes, and addition or removal of fixtures. The use of a reasonable number of small nails shall not be considered alterations. Any alterations are supposed to be with the prior consent of the landlady provided such consent shall not be unreasonably withheld.

6. THE LANDLORD/LANGLADY HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:

- a) To carry out needed repairs identified by the tenants.
- b) Not to unreasonably interfere with the tenant's quiet occupation of the premises.

7. TERMINATION

Either party may terminate this tenancy agreement at any time by giving months written notice thereof.

8. LAW APPLICABLE

This agreement, its meaning and interpretation and the relation between the parties shall be governed by the Laws of Uganda.

IN WITNESS WHEREOF both parties hereto have set their respective hands on the day, month and year first above written.

SIGNED by the said

LANDLORD/LADY'S NAME AND SIGNATURE

In the presence of:

WITNESS' NAME AND SIGNATURE

SIGNED by the said

TENANT'S NAME AND SIGNATURE

In the presence of:

2ND WITNESS' NAME AND SIGNATURE

Power of Attorney

THE REPUBLIC OF UGANDA

REGIATRATION OF TITLES ACT CAP 230

(Indicate details of the land)

POWERS OF ATTORNEY

I/WE.....(Insert grantor’s name and address) the registered proprietor of ... (details of the land) (hereinafter called “the Donor”) DO HEREBY grant this powers of attorney to(**insert Donee’s name and address** (hereinafter called “the done”)) and in particular;

(Indicate the purpose/ scope of the powers attorney)eg;

1. To complete the transaction for the sale of the said land
2. For me and in my name, to sign all such transfers and do all such acts as I would myself do in the circumstances.
3. To secure the re-payment of any sum, or sums of money that may be due to me in respect of the said land
4. Generally to execute, do and perform all things requisite or necessary to be executed, done and performed on or about the execution of this power of attorney according to the true intent and meaning thereof.
5. I do hereby undertake to ratify whatever our Attorney lawfully does or causes to be done by virtue of this Power of Attorney.

IN WITNESS WHEREFORE; I the said (**donor’s name**) hereto affix my hand this day of, 20.....

Signed and delivered by the said

.....

Donor

.....

Donee

Plaint

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT.....
HIGH COURT CIVIL SUIT NO;..... OF
(Insert Plaintiff's Name)::.....: PLAINTIFF

VERSUS

1.(Insert Defendant's name)::.....: DEFENDANT
2. THE REGISTRAR OF TITLES::.....:DEFENDANT

PLAINT

1. The plaintiff is a male/ female adult Ugandan of sound mind whose address of service for purposes of this suit shall be **(Insert plaintiff's physical/ postal address.**
2. The defendant is an adult Ugandan male/ female presumed to be of sound mind and the plaintiff undertakes to effect service of court process upon him/her.
3. The second defendant is an officer of government with the responsibility to effect changes on land titles and is being sued in that capacity.
4. The plaintiff brings this suit
 - a) to recover from the 1st defendant land comprised in block..... plot which the 1st defendant fraudulently acquired and
 - b) for orders that the 1st defendant's title be cancelled and the second defendant registers the plaintiff as the proprietor of the suit land.
 - c) that the said land be put in possession of the plaintiff and
 - d) for special and general damages and mesne profits arising from the defendant's wrongful and or unlawful possession of the plaintiff's land
5. The facts constituting the defendant's cause of action arose as hereunder; *(Here give the details of how the defendant was fraudulent eg in a case of registration through fraud refer to the facts below for guidance)*
 - a) The plaintiff was at all material times the registered proprietor of the land comprised **in (give details of the land)** (hereinafter referred to as 'the suit land'
 - b) In 2010, the defendant took on employment in the USA and the left the duplicate certificate of title under the custody of the a one Munanura Fred, the defendant's brother for safe custody.
 - c) That in 2011, without authorisation from the plaintiff, the defendant fraudulently colluded with the said Munanura Fred who fraudulently transferred the land to the defendant and the latter proceeded to have the land registered in his names.
 - d) The plaintiff avers that the defendant obtained title and registration of the suit land through fraud.

PARTICULARS OF FRAUD:

(This paragraph must be included detailing the specific details of the fraud that is attributable to THE DEFENDANT)

- i. By accepting to unlawfully purchase the suit land from his brother Munanura fred being fully aware that the latter was only holding the plaintiff's certificate of title for safe custody

ii. By forging the defendant's signature and causing the transfer of the suit land without the knowledge or authority of the plaintiff.

iii. ***Insert any other facts deemed relevant***

6. The plaintiff avers that by reason of the defendant's fraud, the plaintiff was unlawfully deprived of his title to the suit land as a result of which the plaintiff prays that this honourable court be pleased to award the plaintiff the prayer sought.

7. The cause of action arose at within the jurisdiction of this honourable court; WHEREFORE the plaintiff prays that judgment be entered against the defendant and for;

- a) A declaration that the defendant's registration as proprietor was fraudulent and unlawful
- b) A declaration that the defendant is entitled to be re instated on the register as proprietor of the suit land.
- c) An order that the 2nd defendant cancels the 1st defendant's title in respect of the suit land and registers the plaintiff s proprietor of the same
- d) Special damages arising from the loss of income following the 1st defendant's unlawful eviction of the plaintiff's tenants.
- e) Mesne profits for the deprivation of the land
- f) Interest from the date of judgment until payment in full
- g) Costs of this suit

Dated at this Day of 20.....

.....
PLAINTIFF'S NAME AND SIGNATURE

Summary of Evidence

THE REPUBLIC OF UGANDA
IN THE HIGH COURT OF UGANDA AT.....
HIGH COURT CIVIL SUIT NO..... OF
(Insert Plaintiff's Name)::: PLAINTIFF
VERSUS

- 1. (Insert Defendant's name)::: DEFENDANT
- 2. THE REGISTRAR OF TITLES:::DEFENDANT

SUMMARY OF EVIDENCE:

The plaintiff shall adduce evidence to show that at all material times he was the registered proprietor of the land and developments comprised in (give details of the land) and that the 1st defendant obtained title to the suit land through fraud.

LIST OF WITNESSES:

- 1. Mr. XYZ
- 2. Ms. OPQ

LIST OF DOCUMENTS:

- 1. Duplicate certificate showing plaintiff proprietor of the suit land
- 2. 1st defendant's acknowledgment of receipt of the plaintiff's duplicate land title for safe custody
- 3. Duplicate certificate of title showing the 1st defendant as the proprietor of the suit land.

LIST OF AUTHORITIES

- 1. The constitution of Uganda 1995
- 2. The Registration of Titles Act Cap 230
- 3. The Judicature Act Cap 13

Lease Agreement

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

**PLOT NO.
BLOCK NO. ...
.....**

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this.....day of.....2014

BETWEEN

..... **(Insert Lessor's Name and Address)** (Hereinafter referred to as "the **LESSOR**" which expression shall where the context so admits include his successors and assignees in title) on one part;

AND

..... **(Insert Lessee's Name and Address)** (Hereinafter referred to as "the **LESSEE**" which expression shall where the context so admits include its successors and assignees in title) of the other part;

NOW THEREFORE IT IS AGREED as follows:

IN CONSIDERATION for the sum of **UGX. UGX** /= **(Amount in words)** paid to the **LESSOR** by the **LESSEE** on or before the execution of these presents (the receipt whereof the **LESSOR** doth hereby acknowledge) and also in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained on the part of the **LESSEE** to be observed and performed, the **LESSOR HEREBY LEASES UNTO THE LESSEE** all that parcel of land comprised in the above mentioned Block and Plot being an area measuring approximately**acres/ hectares** and which, for the purposes of identification, are more particularly delineated and described in the plan annexed hereto and edged in red together with all the fixtures erected or to be erected thereon **TO HOLD** the same unto the **LESSEE** for a term of **years** (hereinafter referred to as the initial term) commencing the.....day of.....2014 **YIELDING AND PAYING** therefore during the said term a nominal yearly rent of **UGX.....** /= **(Amount in words)** payable in advance on the first day of January in every year.

Upon expiration of the term the lease shall be automatically renewed on the same terms stipulated herein.

THE LESSEE HEREBY COVENANTS WITH THE LESSOR as follows:

- (a) To observe and perform all the conditions and covenants implied by law in this lease or otherwise herein contained or referred to,
- (b) To pay the **LESSOR** the rent herein reserved in the manner herein specified.
- (c) To use the demised premises for the purpose of running educational facilities such as schools, colleges, universities or any other use as the **LESSEE** shall deem fit.
- (d) The lessee will at its own expense, in all things and under the inspection and control of its qualified technical personnel develop the demised plot to suit its desired use(s) in compliance with all the relevant municipal, town planning and other relevant laws.
- (e) The **LESSEE** shall install any equipment, machinery or other facilities and make any changes to the premises as it shall deem fit without first having to obtain the **LESSOR's** consent.
- (f) To keep insured the demised premises to the full value thereof in a reasonable insurance office against loss or damage or fire.
- (g) Not at any time during the said term to use, exercise or carry on or permit or suffer to be used, exercised or carried on in or upon the said land or buildings or nay part thereof any noxious, noisome, or offensive art, trade, business, occupation or calling or to allow any matter or thing whatsoever to be done at any time during the said term in or upon the said land or building which shall or may be or grow to the annoyance, nuisance, grievance, damage, or disturbance of the occupiers or owners of the adjoining lands and properties.
- (h) To pay all future taxes such as ground rent, property rates and any other outgoings in respect of the land herein leased.
- (i) To bear all costs, charges, taxes and expenses for the registration of this lease and all legal costs for preparing the same.

THE LESSOR HEREBY COVENANTS WITH THE LESSEE as follows:

- (a) At all times during the continuance of the term hereby created to permit the **LESSEE** to make such alterations and additions to any of the buildings or other structures erected on the demised premises as per this Lease Agreement.
- (b) That the demised land is and shall be free of any encumbrances of whatever nature legal or equitable that may adversely affect the **LESSEE'S** interest.
- (c) Agrees that the Lessee may transfer, sell or sublet or part with possession of or suffer anyone to use or confer on anyone an equitable interest in or in any way mortgage the said land or buildings or any part thereof without having first obtained the consent of the **LESSOR**.
- (d) That the **LESSEE** paying the rent hereby reserved and performing the covenants and conditions herein-before contained and on the part of the **LESSEE** to be

observed and performed shall quietly possess and enjoy the demised premises during the term hereby granted (including an extension of the term in the said event as stipulated) without any interruption by the **LESSOR** or any person claiming under or in trust for him.

- (e) To register this Lease as an encumbrance on the certificate of title pertaining to the premises and to do everything necessary to enable the **LESSEE** obtain a valid leasehold title.
- (f) That the **LESSOR** shall not revise or demand for any more premium or consideration apart from what is provided herein.
- (g) To hand over vacant possession of the premises on execution hereof.
- (h) In the event that it shall become lawful and permissible under the laws of the Republic of Uganda for the **LESSEE** to hold the mailo estate in the demised land, the **LESSOR** or his legal representatives, assignees or successors in title shall execute a transfer of the mailo estate to the **LESSEE** for a nominal consideration of **UGX/= (Amount in words)** and for the avoidance of doubt it is agreed that the **LESSEE** or its successors in title, representatives, assigns or nominees shall have the exclusive right to purchase and transfer the mailo estate in the demised land from the **LESSOR** into their own name(s).
- (i) To pay all outstanding rates/ Ground rents due and owing to any authority in respect of the premises prior to execution hereof whereupon responsibility thereafter shall become the **LESSEE'S** while the lease subsists.
- (j) In the event that the **LESSOR** fails to hand over vacant possession of the demised land or in case the lease agreement is set aside for want of authority to lease on the part of the **LESSOR**, then the **LESSOR** shall refund the sums so far paid by the **LESSEE** with interest at the prevailing commercial bank rate as well as all other incidental expenses incurred by the **LESSEE**.
- (k) That the **LESSOR** shall not seek to terminate this lease for any reason whatsoever and undertakes that the **LESSEE** shall have the first option of renewal upon expiry of the term created herein.

IT IS FURTHER AGREED AND DECLARED as follows:

- (a) That during the subsistence of this Agreement, the **LESSOR** shall not engage in any activities prejudicial to the business or occupation of the **LESSEE** particularly not to part, transfer or lease the above parcel to any person or entity without the consent of the **LESSEE**.
- (b) At the completion of the lease term, the **LESSEE** shall have the first option to renew upon such further terms as the parties shall agree upon at the time.
- (c) If and whenever any difference shall arise between the **LESSOR** and the **LESSEE** relating to the construction of any of the articles herein contained or any act or anything made or done or omitted in regard to the rights and liabilities arising

hereunder or arising out of the relationship existing between the **LESSOR** and the **LESSEE** by reason of these presents, such difference shall forthwith be referred to arbitration in accordance with the Arbitration and Conciliation Act Cap 4 or such other law in force regarding arbitration in Uganda at the time before recourse can be made to court.

- (d) The terms of this agreement are intended by both **PARTIES** as a final expression of their agreement. This agreement supercedes any prior written or oral agreement between the **PARTIES** and shall not be contradicted by any evidence precedent to its execution **PROVIDED** that any **PARTY** wishing to amend this agreement shall do so with the consent of the other **PARTY** and any amendment agreed upon shall be in writing and deemed an integral part of this agreement.
- (e) The ineffectiveness, invalidity or unenforceability of any provision of this agreement shall not affect other valid provisions thereof which shall remain in full force and effect.
- (f) This agreement shall be governed by the Laws of the Republic of Uganda.

IN WITNESS WHEREOF the parties hereto set hereunder their respective hand(s) / seal(s) on the date and year first above written.

SIGNED & DELIVERED by the said

.....
“LESSOR”

Name

Signature

Certificate of Attesting Witness

This Lease agreement is signed by.....in my presence at.....in the District of Kampala this.....day of.....20.....and I certify that the above instrument was signed by him/her/them after having read the same.

Name

Signature

Designation

**SIGNED BY;
(LESSEE)**

.....

In the Presence of:

Name

Signature

Certificate of Attesting Witness

This Lease agreement is signed by.....in my presence
at.....in the District of Kampala this.....day
of.....20.....and I certify that the above instrument was signed by
him/her/them after having read the same.

Name

Signature

Designation

Land Sale Agreement

THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT CAP 230

IN THE MATTER OF SALE OF LAND
COMPRISED IN.....(State the location of the land description).....

.....

LAND SALE AGREEMENT

THIS LAND SALE AGREEMENT is made this1st...day of ...(month)..... 2014

BETWEEN

.....(Seller's name) of **Uganda (Seller's Physical address)**,
(hereinafter referred to as the **VENDOR** which expression shall where the context so admits include his nominees, assigns and successors in title) of the one part; (**where the land is not registered indicate that the seller is the rightful owner of the land ie delete "registered owner"**)

AND

(.....**Buyer's name and address.....**) (hereinafter referred to as the **PURCHASER** which expression shall where the context so admits include his nominees, assigns and successors in title) of the other part;

WHEREAS the **VENDOR** is the registered proprietor / rightful owner of the land of land comprised in where the land is registered include block and plot number where the land is unregistered include the location and measurements of the land) (hereinafter referred to as 'the land');

WHEREAS the **VENDOR** is desirous of selling the land, and the **PURCHASER** having duly negotiated the terms as contained herein with the **VENDOR** is willing to purchase the land, from the **VENDOR** subject to the terms and conditions herein;

NOW THIS AGREEMENT witnesseth as follows;

1. CONSIDERATION

In consideration of the sum of **UGX./= (Uganda shillings (write in words.....))**, the **VENDOR** agrees to sell and hereby sells and the **PURCHASER** agrees to buy and hereby buys the land from the **VENDOR**.

2. TERMS OF PAYMENT

- a. The **PURCHASER** has paid to the **VENDOR** a sum of **UGX./= (Uganda shillings.....write in words)**, as deposit on the purchase price and by signing this agreement the **VENDOR** acknowledges receipt of the said sum.
- b. The final balance of **UGX/=(Uganda shillings write in words)** shall be paid on the by way of cash to the **VENDOR**.
- c. **(Where the amount has been paid in full, delete paragraph (b) above and indicate under (a) that the purchaser has paid the indicated sum as the total purchase price of the land)**

3. DUTIES OF THE VENDOR

By this agreement the vendor undertakes as follows;

- a. That he has authority to sell the land herein sold and is not precluded from doing so by any person or authority.
- b. That the land herein is sold as is, free from any encumbrances and third party claims whatsoever **PROVIDED** that if there shall arise any claim or anything that shall prevent the purchaser from acquiring good title to the land herein sold, the vendor shall fully indemnify the purchaser against any loss and damage suffered, by refunding the full purchase price herein paid plus other monies spent under this agreement.
- c. To deliver vacant possession of the land after payment of the deposit. **(or immediately where the money has been paid in full)**
- d. To furnish all documents relating to the transaction, to the purchaser to enable the purchaser transfer the land purchased into his name, after payment of the second installment.
- e. To introduce the buyer to the area L.C Executives as the new owner of the land herein sold and the buyer shall be responsible for any dues required by or payable to the said L.C Executives, after payment of the last installment.
- f. To meet all the legal fees incurred in the preparation of these presents.

4. DUTIES OF THE PURCHASER

By this agreement the purchaser undertakes as follows;

- a. To pay the balance on the purchase price within the time stipulated in this agreement. **(If applicable)**

5. DISPUTES & LAW APPLICABLE

This agreement shall be governed by the Laws of Uganda.

IN WITNESS WHEREOF the parties hereto have appended their signatures hereunder on the day and year first above written.

SIGNED & DELIVERED by the said
(seller's name)

VENDOR (seller's signature)

In the Presence of

WITNESS (witness' name and
signature)

SIGNED and **RECEIVED**
BY the said
(Buyer's name)

(PURCHASER) (Buyer's Signature)

In the presence of

WITNESS (witness' name and
signature)

Deed of assignment

**THE REPUBLIC OF UGANDA
DEED OF ASSIGNMENT
BY**

.....

OF P.O BOX

IN FAVOUR OF

.....

This Deed is made this day of 201....
BY

..... (**Insert Assignor's Name and Address**) (hereinafter called the **Assignor** which expression shall where the context so admits include its successors and assignees) on the one part.

IN FAVOR OF

.....(**Insert Assignee's Name and Address**), (hereinafter referred to as "**the Assignee**").

WHEREAS:

- A.** The Assignor is the owner and registered proprietor of the property comprised in **LEASEHOLD REGISTER VOLUME.....FOLIO..... PLOT.....** (hereinafter called the "**the Property**")(**Insert developments on the land if any**)
- B.** The Assignor has approached(**Insert Assignee's Name and Address**) (hereinafter referred to as the "**Assignee**" which expression shall where the context so admits include its successors and assigns) for financing as detailed below;
.....(**Include details of the loan**)
- C.** The **Assignee** has agreed to grant the financing above and in particular to grant the Mortgagor a facility of.....(**Insert Amount**) (**Amount in words**) upon having the repayment thereof with interest and all other charges secured by the Mortgagor's property described above in the manner hereafter appearing.

NOW THIS DEED WITNESSES AS FOLLOWS:-

IN CONSIDERATION of the Assignee agreeing to advance a loan facility to the Assignor,

1. The Assignor hereby assigns unto the Assignee the income receivable or to become receivable by the Assignor from the hotel to be constructed on the Property as a

continuing security for the payment of all moneys due and owing under the Loan and discharge of all obligations and liabilities thereunder.

2. The Assignor warrants that it has full rights and authority to assign the revenue to the Assignee and execute this deed of assignment.
3. The Assignor undertakes to notify all tenants of the said Property (where applicable) of the Assignment and furnish proof of such notification to the Assignee.
4. The Assignor shall not, during the continuance of this Deed, assign its rights to the revenues arising from the aforesaid property to any other party, except with the knowledge and prior written consent of the Assignee.
5. The Assignor fully understands and recognizes that the Assignment set forth herein is a material inducement to the Assignee to provide the financing described herein and in the loan documents between the Assignor and the Assignee.

This Assignment shall be determined upon the Assignor/Borrower repaying all outstanding obligations with the Assignee.

IN WITNESS WHEREOF the parties have executed this Deed on the date first above written.

SIGNED BY

.....

[ASSIGNOR]

In the presence of

Name
Signature
Position

SIGNED BY

.....

[ASSIGNEE]

Name
Signature
Position
Name
Signature
Position

In the presence of:
Signature :

Name :
Designation :

Prepared and Drawn by;

Declaration

THE REPUBLIC OF UGANDA

IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CAP 22

AND

IN THE MATTER OF STATUTORY DECLARATION

BY.....

STATUTORY DECLARATION

I of cell, Parishes ... Sub County ... District do solemnly take oath and declare as hereunder:-

1. That I am a female adult Ugandan of sound mind and capable of making this declaration.
2. That I hold an account in Centenary Rural Development Bank Account No..... in the name of
3. That the name was an error and my true and lawful name is
4. That however, I do confirm that the name on Account No. refers to no other person other than myself.
5. That I make this solemn declaration conscientiously believing it to be true in accordance with the statutory declarations Act

Declared at..... thisday of201..
by the said

.....
DEPONENT

BEFORE ME:

.....
MAGISTRATE/ COMMISSIONER FOR OATH

THE REPUBLIC OF UGANDA

IN THE MATTER OF THE STATUTORY DECLARATIONS ACT CAP 22

AND

IN THE MATTER OF STATUTORY DECLARATION BY

.....

DECLARATION

1. I, of Cell,Parish/ Ward, Central Division, Municipality, District solemnly take oath and declare as hereunder:-
2. That I am a male/female adult Ugandan of sound mind with capacity to take this oath.
3. That I hold Account No. in the names of in Bank, Branch.
4. That I solely own a piece of land situate at.....**(Insert Land Location)**
5. That I make this solemn declaration to show that I am single and has never married at all and I have no spouse for purposes of consenting to my application for a loan and the piece of land guaranteed as security is my own.
6. That what is stated herein above is true and correct to the best of my knowledge.

Sworn at thisday of20... }
by the said } **DEPONENT**

BEFORE ME:

.....
COMMISSIONER FOR OATHS

DRAWN BY:

Caveat

**THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT, CAP 230**

**IN THE MATTER OF LAND COMPRISED IN
..... BLOCKPLOT LAND AT.....
REGISTERED PROPRIETOR;**

AND

**IN THE MATTER OF A CAVEAT FORBIDDING REGISTRATION OF ANY
CHANGE IN PROPRIETORSHIP OR ANY INSTRUMENT AFFECTING THE SAID
LAND**

CAVEAT

TAKE NOTICE that I/we,(**Insert Caveator's name**) **WASSWA** of (**Insert Caveator's address**) claim an equitable interest over the above captioned property and forbid the registration of any person as transferee or proprietor of the land or any instrument affecting the said property or estate until after notice of such registration is given to us at the address hereafter mentioned, or unless such instrument be expressed to be subject to our claim thereon or unless we consent in writing thereto.

I/We appoint as the address at which notices and proceedings relating to the caveat may be served

Dated at this day of.....2014.

SIGNED by the said

Name

Signature

Statutory Declaration

**THE REPUBLIC OF UGANDA
THE REGISTRATION OF TITLES ACT, CAP 230**

IN THE MATTER OF LAND COMPRISED IN

**..... BLOCKPLOT LAND AT.....
REGISTERED PROPRIETOR;**

AND

**IN THE MATTER OF A CAVEAT FORBIDDING REGISTRATION OF ANY
CHANGE IN PROPRIETORSHIP OR ANY INSTRUMENT AFFECTING THE SAID
LAND**

STATUTORY DECLARATION

I, (**Caveator's name and address**) do solemnly and sincerely declare as follows:

1. That I am a female/male adult Ugandan of sound mind with an equitable interest in the captioned property and I make this declaration in that capacity.

Indicate the nature of the caveator's interest in the land eg;

2. That on the the above described land was allocated to me by the Administrator General as beneficiaries to the estate of the late (**Attach documents (if any) proving the caveator's claim**) **eg; Attached is a copy of the transfer form.**
3. That i/we would like to register a caveat over the above land to protect our equitable interest therein.
4. That I swear this Statutory Declaration in support of a caveat forbidding the registration of any person as transferee or proprietor of the said land and any instrument affecting the said estate or interest until after notice of such registration is given to me at the address mentioned in the caveat or unless I consent in writing thereto.
5. That I make this solemn declaration by virtue of the Statutory Declarations Act Cap 22 conscientiously believing the same to be true.

DECLARED at Kampala this.....day of.....2014]
by the said**Caveator's name**).....

DEPONENT

BEFORE ME:

A COMMISSIONER FOR OATHS

Application for vesting order

THE REPUBLIC OF UGANDA

IN THE MATTER OF REGISTRATION OF TITLES ACT ACT 30

IN THE MATTER OF APPLICATION FOR A VESTING ORDER

The Principal Registrar of Titles
.....(**Insert Zonal Office**)
Dear Sir/Madam,

I (**Insert Applicant's Name and Address**), apply for a vesting order in all that piece of land comprised in. Block..... Plot Located at.....(**Insert Property Location and Description**) which land is delineated and coloured red upon the plan numberedin the schedule to this application for an estate free from incumbrances and I declare;

That in, I purchased the said land from one.....(**insert seller's name and area of residence**).

The said.....held the land as a kibanja holder or had purchased the same from.....

To date I have been in possession of the said land and I have enjoyed possession unchallenged by the registered owner.

That I have been in actual possession since I purchased the suit land.

That there are no documents and any other evidence affecting such land in my possession and under my control other than those ascertaining my rights on the land. (**copies hereto attached and marked "A"**).

That there are no mortgages or encumbrances registered on the above mentioned title or land description.

That however, the seller to date has not been able to execute or sign the transfer forms in my favour due to his incapacity.

That I have the sale agreement and of title in my possession.

That I am not aware of any mortgage or encumbrances affecting the land or that any person other than any interest in the land.

That the name and address of the registered owner as far as known to me is.....

That the current value of the land including improvements on it does not exceed.....(Insert Amount)

DATED at Kampala this.....day of.....20.....

Name and signed by.....

In the presence of

STATUTORY DECLARATION
(Persuant to S. 79 (a) and (d) of the RTA)

I.....(Insert Applicant's name and address) do hereby solemnly declare and state on oath that the above is true and correct information to the best of my knowledge

And I make this solemn declaration consciously believing the same to be true in accordance with the statutory declaration Act Cap 22 Laws of Uganda

Declared at this day of

By th said (Insert the name of the applicant)

.....

Deponent

Before me;

.....

Commissioner for oaths

Application for registration as proprietor of land

Address of Applicant

Date:

The Principal Registrar of Titles
Ministry of Lands, Housing & Urban Development
(Indicate area office)

Dear Sir/ Madam,

**RE: APPLICATION FOR REGISTRATION OF (insert applicant's name) AS
PROPRIETOR OF THE LAND COMPRISED INBLOCK..... PLOT..... LOCATED
AT.....**

I being the duly appointed executor/ executrix/ under the will of the late ... (**deceased's name i.e former registered proprietor**) do hereby apply to be registered as the proprietor of the said land. (**where the deceased died intestate, the applicant should indicate that he/she is the duly appointed administrator of the deceased's estate**)

The said land is registered in the names of (now deceased) A copy of the duplicate certificate of title to the said land is hereto attached.

I applied for and was granted letters of administration/ probate of the will in administrative cause number of 20..... a copy of which is hereto attached.

Thank you for your cooperation.

Yours faithfully;

.....

(Applicant's name and signature)

Application for subdivision of land

Address of Applicant

Date:

The Principal Registrar of Titles
Ministry of Lands, Housing & Urban Development
(Indicate area office)

Dear Sir/ Madam,

RE: APPLICATION FOR SUBDIVISION OF LAND COMPRISED IN (INDICATE LAND DETAILS)

I Being the registered proprietor of the land comprised in
block..... plot..... do hereby apply for subdivision of the said land in the following portions;

1. **..(Indicate the portions in which the land should be divided)**. Portions measuring each
2. The portions should be allocated to the following persons;
 - a. **1st beneficiary**
 - b. **2nd beneficiary**
 - c.

a copy of the duplicate certificate of title to the said land is herewith attached.

Thank you.

Yours Faithfully;

.....

Applicant/ Registered proprietor's name and signature

Application for substitute certificate of title

Applicant's address

Date:

**The Principal Registrar of Titles
Ministry of Lands, Housing & Urban Development
(Indicate area office)**

Dear Sir/Madam,

**RE: REQUEST FOR A SUBSTITUTE TITLE IN RESPECT OF BLOCK
PLOT LAND AT IN THE NAMES OF(Registered proprietor's
name)**

Reference is made to the above subject where I apply for a substitute title in respect of my land comprised i. Block..... Plot Located at.....

1. I desirous of (**Insert purpose for which you would want to have the title eg using my land as security for a loan, transferring the land etc**)
2. The white page of the above described land, however, cannot be traced at the land office and all our efforts to trace the same for the past **months have thus far proved futile.**

This is therefore to request that a substitute title be made to me to **(insert purpose for which you need the title eg effectively deal in the land)**

Your consideration in this matter will be highly appreciated.

Yours faithfully,

Name of applicant/ Registered proprietor

Agency Agreement

THE REPUBLIC OF UGANDA

IN THE MATTER OF CONTRACT ACT CAP 73

AGENCY AGREEMENT

THIS AGREEMENT is made this day of 20...

BETWEEN

..... (**Insert property owner's name and address**) [hereinafter referred to as 'the Principal'] of the one part

AND

..... (**Insert the agent's name and address**) [hereinafter referred to as 'the Agents'] of the other part.

WHEREAS the Principal is the registered proprietor of property comprised inmeasuring and is desirous of selling part of the said property.

AND WHEREAS the Agents are able, ready and willing to secure a buyer for the said property upon the terms and conditions hereinafter stipulated;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. APPOINTMENT OF AGENT

The Principal hereby appoints the Agent to perform and execute the duties above mentioned and incidental thereto as may be assigned by the Principal. The Agent shall use his/her best efforts, skill, judgment and abilities to effect his/her duties pursuant to the terms of this agreement and to provide all reasonably requested services required in connection therewith.

2. DUTIES OF THE AGENT

- a) The Agent shall perform his/her duties under this agreement in accordance with all applicable laws, rules and regulations and the highest standard of conduct.
- b) The Agent shall not make any representations or warranties on behalf of the Principal without any prior written authorization of the Principal and neither does this agreement provide the Agent with the exclusive right or authority to secure the buyer or the right to

bind the Principal in any manner whatsoever without the prior written authorization of the Principal.

- c) The Agent undertakes to provide to the Principal information and advice regarding any matters being executed by him/her.
- d) Subject to the approval of the Principal, the Agent may cooperate with other persons in the execution of his/her duties but the Agent has no authority to bind the Principal in the payment of any fee, commission or other remuneration of any kind to the said persons unless prior agreed to by the Principal.
- e) The Agent shall be responsible for its own costs.

3. DUTIES OF THE PRINCIPAL

- a) The Principal shall furnish the Agent with the necessary information that may assist the agent in carrying out his/her duties.
- b) The Principal shall ensure timely payment of the Agent's commission.

2. PAYMENT OF COMMISSION

- a) The Principal shall pay the Agent% (**insert agreed percentage**) of the purchase price upon receipt of the purchase price.
- b) The commission shall constitute the total and maximum remuneration which shall be earned by and be payable to the Agent for his/her services.

4. PROHIBITION OF ASSIGNMENT

This agreement may not be assigned by the Agent without the Principal's prior written consent, which may be granted or denied at the Principal's discretion.

6. TERMINATION

If at any time during the term of this agreement, if either the Principal or the Agent is in default of any of their obligations under this agreement, or are unable to fulfill their obligations, then either party shall have the right to terminate this agreement by giving a written notice to the other party of such termination.

7. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of Uganda.

8. ENTIRE AGREEMENT

- a) This agreement constitutes the entire agreement between the Principal and the Agent with respect to the subject matter herein contained and supersedes all prior discussions, negotiations, and agreements whether written or oral between the Principal and Agent.

b) This agreement may not be modified or amended unless such modification or amendment is in writing and duly executed by both parties.

IN WITNESS WHEREOF the Principal and Agent hereunto affix their respective hands and seals the day, month and year first above mentioned.

SIGNED & DELIVERED by the said
.....
(PRINCIPAL)

In the presence of:

SIGNED & DELIVERED by the said
.....
(AGENT)

SIGNED & DELIVERED by the said
.....
(AGENT)

In the presence of:
WITNESS