

**THE REPUBLIC OF UGANDA  
IN THE MATTER OF THE SALE OF LAND AGREEMENT**

Dated: 05/12....., 2020

**MEMORANDUM OF UNDERSTANDING**

BETWEEN

**KAMBARAGE CYRIL CHIGAMOE  
("FIRST PARTY")**

AND

**THE MEMBERS OF UNITED NATIONS STAFF SACCO (UNS-SACCO)  
("SECOND PARTY")**

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**A FREEHOLD LAND PLOT 3 BLOCK 477 AT BUSIRO,  
MENGO KNOWN AS NANTONGO ESTATE**

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*chigamo*

*[Signature]*

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*[Signature]*

*[Signature]*

MEMORANDUM OF UNDERSTANDING (MOU)

This memorandum of understanding made this 05<sup>th</sup> Day of December 2020

BETWEEN

KAMBARAGE CYRIL CHIGAMOE OF NANZIGA VILLAGE, KAJJANSI TOWN COUNCIL, WAKISO DISTRICT P. O BOX 23551 KAMPALA (hereinafter referred to as the “**first party**” which expression shall where the context so permit, include his successors in title, assigns and legal representatives of the one part)

AND

THE MEMBERS OF UNITED NATIONS STAFF SACCO (UNS-SACCO) (hereinafter referred to as the “**second party**” which expression shall where the context so permit, include his successors in title, assigns and legal representatives of the other part)

Both referred to as “the parties”

WITNESSETH

WHEREAS the first party is the registered owner of land comprised in plot 3 Block 477 measuring approximately 200 acres out of which subsequent subdivisions have been made

WHEREAS 50 acres comprising 200 plots of 100 by 100 feet here in after referred to as “the land”

WHEREAS the second party are members of a registered SACCO who have expressed interest to purchase the land subdivided in two hundred plots of 100 by 100 feet dimensions.

WHEREAS the UNS SACCO of P.O Box 21412, Kampala Plot 89 Mawanda Road, AGA House 2nd Floor undertakes to act as an agent for the Second Party.

WHEREAS The **first party** is desirous of selling the land to the **second party** through the UNS-SACCO.

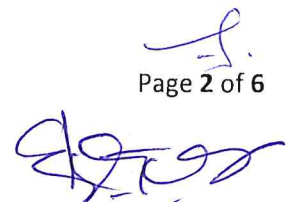
WHEREAS The **second party** is willing to enter in a sales agreement with the **first party** on the terms and conditions below;

1. CONSIDERATION AND MODE OF PAYMENT

- i) The consideration for the purchase of land is  
equivalent to UGX  
27,500,000 (Uganda Shillings Twenty-Seven Million Five Hundred Thousand Only) for each plot of 100 by 100 feet plot
- ii) The second party shall add an administrative cost of UGX 100,000,000 to the amount in i) equivalent to UGX 500,000 (Uganda shillings Five Hundred Thousand) for each plot of 100 by 100 to be accounted by the UNS-SACCO





  
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- iii) The first party shall receive the amounts in (i); and the amount in ii) above shall be withheld by UNS-SACCO
- iv) Upon execution of this agreement, the parties agree that the first instalment of  
which is 30% of the whole sale price in (i) **above shall be advanced by 31<sup>st</sup> December 2020.**
- v) The balance of  
shall be paid in three (3) equal instalments
- vi) All payments shall be made through the following banking details:  
**Account Name : KAMBARAGE CYRIL CHIGAMOE**  
**Account No. :**  
**Bank Name :**  
**Branch Address :**  
**Currency : UGX**  
**Swift Code :**  
**Branch Code : XXX**
- vii) For purposes of mediation and coordination, Payments shall be collected from members by the UNS-SACCO and remitted in a lumpsum to the first party.
- viii) The first party shall enter sales agreement with individual members of UNS-SACCO for each plot of land purchased. The sales agreement shall be in three (3) original copies, distributed as follows: vendor, purchasers, and UNS-SACCO.
- ix) For purposes of (vii) above, the second party shall compile and submit to a first party a schedule of members who have paid for plots.
- x) Upon full payment for each plot, the first party shall hand over to the second party through UNS-SACCO requisite documents necessary to effect and complete the transfer of the land to wit:
- a) Certificate of Title
  - b) Duly signed transfer forms
  - c) Two passport Size Photographs
  - d) Copy of National ID
  - e) And any other document as may be required from time to time
- xi) The Purchaser shall take over vacant possession of the land upon execution of the agreement.

## 2. DUTIES OF THE FIRST PARTY

By this agreement, the first party undertakes as follows;



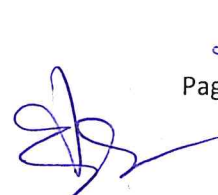
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- a) That he is the legitimate owner and proprietor of the land herein sold, free of any encumbrances of third-party claims, be it possessory or otherwise hence the **First Party** hereby irrevocably undertakes to indemnify the purchaser for any loss or damage that may be occasioned to the purchaser should the **First Party's** title be defective or arising from valid third party claims hitherto and not herein disclosed by the Vendor.
- b) That the **First Party** shall take the second party and its members around the land of interest before payment.
- c) That the land in (b) above shall be put off the market upon execution of this MOU.
- d) That a detailed estate plan indicating demarcated plots, streets and social amenities in 3D shall be presented to the UNS-SACCO on behalf of the **Second Party** on or before the execution of this MOU
- e) That roads leading to the different blocks in the estate shall be tarmacked by the **First Party** while internal roads within the sub-estate shall be graded with good marrum and maybe upgraded to tarmac at Second Party's cost
- f) That the land shall be secluded and planned as a **UNS SACCO Village** with two access points to enhance security
- g) That the **First Party** shall plant additional beautifying trees by the internal roadside within the UN village, to be maintained by the second party
- h) **That the First Party shall construct and / or establish Social amenities for estate-wide access including a leisure park, a Football playground, volleyball, and netball courts. These social amenities shall be maintained communally by the wider estate community through an estate management committee.**
- i) That the First Party shall develop a **Club House - an** entertainment facility which shall include a restaurant, bar, and a fitness Centre accessible at a fee by interested residents in the estate
- j) That the First Party shall transfer Land titles of social amenities and common areas in the name of board of trustees, selected by the residents, for purpose of conservation.
- k) That the First Party guarantees that this agreement shall supersede all other agreements regarding ownership of the land if any.
- l) That Architectural drawings and construction services shall be available on separately agreed terms.

### 3. DUTIES OF THE SECOND PARTY

- i. The **Second Party** shall make payments through UNS-SACCO in agreed installments and the UNS-SACCO will provide a schedule of members purchasing plots to the **First Party**.
- ii. It shall be the responsibility of the second party to meet the payment commitments in (i) above.
- iii. The Second Party shall maintain trees along the roads and in common places.
- iv. Shall maintain the size of Plots 100 by 100 ft after purchase and shall NOT further subdivide them into smaller plots for uniformity and beauty.



- v. The Second Party shall not turn Property purchased into a public worship place like; mosques, shrines or churches but may conduct private worship in doors and bars or night clubs.

#### 4. SUCCESSORS IN TITLE

This Agreement shall be binding upon the assigns, representatives, and successors in title of the First Party and Purchasers, respectively.

#### 5. EXPRESS PROVISIONS

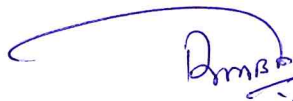
This Agreement contains all the express provisions agreed on by the parties with regard to the subject matter of the Agreement and the parties waive their right to rely on the alleged express provision not contained in this Agreement; **AND** no party shall rely on any representation that allegedly induced that party to enter into this Agreement **UNLESS** the representation is recorded in this Agreement; **AND** no Contract varying, adding to, deleting from or revoking this Agreement, and waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by both parties hereto.

#### 6. MISCELLANEOUS

- a) In event of exit due to inability to pay purchase price of entire land in this agreement, the Second Party shall be entitled to take ownership of the land equivalent to the money paid to the First Party.
- b) In the event that the Second Party desires to extend their interest to beyond 200 plots of 100 by 100, this window shall be open until 30<sup>th</sup> March 2021 at the price offered in this MOU beyond which that date, the price shall be negotiated between the parties.
- c) The parties hereby agree to execute such additional documents and papers and to perform and do such additional acts and things as may from time to time be reasonably necessary and proper to effectuate this agreement.
- d) All notices under this agreement shall be in writing and may be served by hand delivery or by registered mail or email address. Notice by mail shall be addressed to either party at their address contained in this agreement or its last known residence or office address.
- e) Cost of transfer of ownership to the final beneficiary shall not be the responsibility of the first party but shall be the responsibility of the final beneficiary.

#### 7. DISPUTE RESOLUTION

Any dispute, controversy or claim that cannot be amicably settled between the parties and arising out of, or relating to this Agreement or the breach, termination or invalidity thereof, shall be finally settled by alternative dispute resolution in accordance with the applicable law OR arbitration in accordance with the national rules governing arbitration as in force and effect on the date of this Agreement.



**8. EXPIRY OF THE MOU**

This MOU shall be presumed to have expired on the last date of pay as stated in section 1 paragraph (v).

**9. GOVERNING LAW**

The construction, validity, performance, and enforcement of this agreement shall be governed by the Laws of the Republic of Uganda.

**IN WITNESS WHEREOF** the parties hereto have set hereunto their respective hands and seals on the day and year first above written.

**SIGNED and DELIVERED** ]

by the said:

KAMBARACE GIRIL CHILAMOE

(Names in own handwriting) ]

Chrys 078-2681966

**VENDOR**

In the presence of:

GEOFFREY TSAPWE

(Names in own handwriting)

[Signature]

witness



**SIGNED AND DELIVERED** ]

by the said:

MICHAEL B. RUJUMBA

(Names in own handwriting) ]

[Signature] 5/12/2021

**AN AGENT OF PURCHASERS**

In the presence of:

Kelward Mufabazi

(Names in own handwriting)  
General Secretary  
UNISACCO.

[Signature]

witness

-----END OF AGREEMENT-----