THE REPUBLIC OF UGANDA

**IN THE MATTER OF THE REAL ESTATE AGENTS ACT 2013**

**AND**

**IN THE MATTER OF THE COMMISSION AGREEMENT OF THE LAND LOCATED**

**AT….................……………CELL,……..................………..PARISH,…....................………..**

**SUB-COUNTY,…………........................………DISTRICT**

**BETWEEN**

**MR………………………………………………..AND HIS FAMILY**

**“VENDOR”**

**AND**

# AMITY REALTORS LTD

**“REAL ESTATE AGENTS/BROKERS”.**

IN THE MATTER OF THE COMMISSION AGREEMENT OF THE LAND LOCATED

AT……………...............…..CELL,………......….....……….PARISH,……..........…………SUBCOUNTY………...............……...DISTRICT

MEASURING ………….HECTARES**.**

**LAND COMMISSION AGREEMENT.**

**THIS FINAL AGREEMENT IS MADE THIS ……….DAY OF ………….2022.**

**BETWEEN**

**MR……………........………....................................................……AND HIS FAMILY C/O**

**NIN………………......................................…………CELL,……....................……………PARISH,**

**…………………….......…..SUB-COUNTY…………………………….DISTRICT** (***herein referred***

***to as “the vendor***”) which expression shall where the context so admits include his wife and successors of the first part

**AND**

**AMITY REALTORS LTD** of Mbarara City, Mbarara District (***herein referred to as “the Real Estate Agent”***) which expression shall where the context admits include their Director and other Co. representatives and their Legal Representatives of their other part.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS**:

The Vendor is desirous of disposing of his interest in the Property described above and the Real Estate Agent/Broker is willing to help him sell the land on willing seller and Wiling Real Estate Agent basis.

The Vendor confirms to the Real Estate Agent that he is the recognized owner of the same mentioned and that there are no third party claims and thereby gives authority to the aforesaid Real Estate Agent to sell his property.

The Property is said to be situated at…….................................……….Cell,..............……………….. Parish,………...........................………….Sub-County,…………………………………..District measuring approximately …..…… acres.

**NOW THEREFORE IT IS AGREED AS FOLLOWS:**

**1.0 CONSIDERATION**

That the landshall be sold at……….....M(……............…....……………………………….in words) per acre(herein referred to as “the selling price” the Vendor wants, that is; the vendor agrees that what exceeds ……....M(……………………………............…….Shs. per acre) shall be the agreed commission of the Real Estate Agent and the Real Estate Agent immediately agrees to take over the task of selling the same property on behalf of the vendor.

**2.0 TERMS OF PAYMENT**

**2.1** The Vendor shall pay the Real Estate Agent in accordance with the terms stipulated below**.**

**2.2** The parties agree that the payments for the commission shall be paid at the first transaction and be effected through;

1. Payment through the Bank **A/C NO. 9030017525513 (STANBIC BANK) or CENTENARY A/C NO. 3201642028** all in the names of **NSABA ELI.**

1. Or in cash as will be determined by the Real Estate Agent as per his wish at the time of sale when the transaction is effected.

* 1. **CONDITION OF PROPERTY**
  2. The Vendor is not allowed to act as a Real Estate Agent in the above property in absence of real estate agent he has signed this commission agreement with .

* 1. The Real Estate Agent has the authority to enter into and execute this agreement, and that in case of any defect/default, he undertakes to indemnify the vendor.

* 1. The Real Estate Agent shall seek redress if the vendor breaks the contents of 1.0 – 3.2.

* 1. **OWNERSHIP OF PROPERTY**
  2. The vendor guarantees that he lawfully owns the land as the original owner and further undertakes to make the assurances herein below.

1. The vendor has not entered into any contract or any other arrangement with any third party, the terms and conditions which may render this agreement hereunder null and void.

1. The property is within the legal boundaries, it does not encroach on the neighboring land and that in case of any disagreement with the neighbors or the would be purchaser about the land or any issues concerning encroachment, it must be amicably be settled by the vendor and the buyer (herein referred to as the purchaser) not between the real estate agent and the vendor thereof.

1. The terms of this agreement shall no longer be valid after a period of ...........days if the real estate agent have not yet sold the same property of which shall be subject to renewal as per the wish of both parties.

1. That if the vendor happens to sell the property himself before the real estate agent does and having gotten a willing purchaser himself he shall pay 1% of the total consideration of which the land shall have been disposed of at.

* 1. **ENTIRE AGREEMENT, VARIATIONS AND SEVERABILITY.**
  2. This agreement constitutes the entire and final agreement between the parties relating to the subject matter hereof, and supersedes any prior agreement, arrangement or understandings (if any) between the parties.

Neither party shall be bound by any variations to this agreement unless the same are willing and duly signed and or executed by the parties hereto.

* 1. Each of the provisions of this agreement is severable and distinct from others if any time one or more of the provisions herein is/or becomes invalid, illegal or unenforceable, the validity or legality and enforceability of all the remaining provisions shall not in any way be affected or impaired thereby.

* 1. This is a commission agreement not a sale agreement for the sale agreement shall remain between the vendor and the purchaser.

* 1. **NOTICES.**
  2. Each party shall notify the other of/if any if either wishes to have any communication regarding this agreement before its period of expiry**.**

* 1. **COMPLETION**
  2. This agreement shall be read and construed under the laws of

Uganda in force and shall be deemed complete if;

* 1. The property is disposed of and the commission paid to the responsible Real Estate Agent (Director Amity Realtors Ltd).

**IN WITNESS WHEREOF** the parties have hereunto set their respective hands in execution of these presents the day, month and year first above written.

**SIGNED** and delivered by the said

NAME…………………………………………………….Tel.....................................................

SIGNATURE:.....................................................................

(VENDOR)

**WITNESS:**

In the presence of:

NAME…….............................................................………………Tel..........………………..... ADDRESS…...................................................................................…………………………… OCCUPATION…...................................................................................……………………..

SIGNATURE……...................................................................................……………………..

**SIGNED** and delivered by the said

Name…………………………………………… Tel.................................................

Signature........................................................

(“**REAL ESTATE AGENT”AMITY REALTORS LTD-DIRECTOR**).

Date,…………………………………

TO THE MANAGER

BESANIA SACCO

P.O.BOX 1497

MBARARA , UGANDA.

DEAR SIR/MADAM

**RE: PERMITION FOR A SALARY LOAN.**

The directors Amity realtors ltd whose directors are **Mr. GEORGE MUGARUKYE BIRAMA** and **Mr. TUSHABE HERBERT** accepts that our staff ATUHAIRE PREVIOUS should be given a salary loan of 4,000,000= (four million shillings only) for a period of 16 months. We are informed of the above need of funds. It shall be made as an obligation that each month we deposit her salary on the account 010168 such that the loan instalment is settled from the above account. In case she defaultS, we permit the SACCO to deduct the defaulted amount from account no. 200555 (GEORGE & HERBERT).

Yours faithfully,

………………………………………………………….. ……………………………………………………..

Mr. GEORGE MUGARUKYE BIRAMA Mr. TUSHABE HERBERT

DIRECTOR ADMINISTRATION AND FINANCE DIRECTOR MARKTING AND OPERATIONS