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THE NATIONAL ASSEMBLY

TWELFTH PARLIAMENT – THIRD SESSION – 2019

DEPARTMENTAL COMMITTEE ON LANDS

REPORT ON THE CONSIDERATION OF A PETITION BY MS. JULIET
NYAGUTHII REGARDING PUBLIC ACCESS AND USE OF PUBLIC UTILITY
PLOTS IN NAKURU EAST WARD IN NAKURU COUNTY

 THE NATIONAL ASSEMBLY PAPERS LAID	
DATE: 21 NOV 2019	DAY: THURSDAY
TABLED BY: Hon. Rachael Nyamai Chair, Committee on Lands	
CLERK-AT THE-TABLE: Lemuno Nosey	

DIRECTORATE OF COMMITTEE SERVICES
CLERK'S CHAMBERS
PARLIAMENT BUILDINGS
NAIROBI

NOVEMBER 2019

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CHAIRPERSON'S FOREWORD

The Petition by Ms. Juliet Nyaguthii regarding public access and use of public utility plots in Nakuru East Ward in Nakuru County was tabled in the House on 11th June, 2019 by the Hon. David Gikaria, MP on behalf of the Petitioner.

In considering the Petition, the Committee held meetings with the Hon David Gikaria MP on behalf of the petitioner on 17th July 2019, the Ag. Chief Executive Officer, National Land Commission on 19th September 2019, the Chief Administrative Secretary Ministry of Land and Physical Planning on 6th August, 2019 and the Managing Director Nakuru Industries Limited on 22nd October 2019.

The Committee is thankful to the Offices of the Speaker and the Clerk of the National Assembly for the logistical and technical support accorded to it during its sittings. The Committee is also thankful to the Petitioner, the Hon David Gikaria MP, the Ag. Chief Executive Officer, National Land Commission, the Chief Administrative Secretary, Ministry of Lands & Physical Planning and the managing Director Nakuru Industries Limited for the submissions they made to the Committee.

On behalf of the Committee, and pursuant to Standing Order, 227 it is my pleasant duty to table the Report of the Departmental Committee on Lands on its consideration of the Petition by Ms. Juliet Nyaguthii regarding public access and use of public utility plots in Nakuru West Ward in Nakuru County.

Hon. Dr. Rachael Kaki Nyamai, MP
Chairperson, Departmental Committee on Lands

EXECUTIVE SUMMARY

The purpose of this report is to respond to prayers made in a petition by Ms. Juliet Nyaguthii regarding public access and use of public utility plots in Nakuru East Ward in Nakuru County. The petitioner prayed that the National Assembly, through the Departmental Committee on Lands;

- i. Investigates and inquiries into all matters regarding ownerships of parcels of land, LR Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/188 and 12570/189;
- ii. Intervenes through the Ministry of Lands and the National Land Commission to ensure that all public land in Nakuru County is safeguarded from irregular transfers and made available for public utility; and
- iii. Makes any other further order(s) deemed fit in the circumstances of this petition.

1.0 PREFACE

1.1 Mandate of the Committee

2. The Departmental Committee on Lands is established pursuant to the provisions of Standing Order No. 216 (1) and (5) with the following terms of reference: -

- (i) make reports and recommendations to the House as often as possible, including recommendation of proposed legislation;
- (ii) investigate, inquire into, and report on all matters relating to the mandate, management, activities, administration, operations and estimates of the assigned Ministries and departments;
- (iii) study the programme and policy objectives of Ministries and departments and the effectiveness of the implementation;
- (iv) study, access and analyze the relative success of the Ministries and departments as measured by the results obtained as compared with their stated objectives;
- (v) investigate and inquire into all matters relating to the assigned Ministries and departments as they may deem necessary, and as may be referred to them by the House.
- (vi) study and review all legislation referred to it

1.2 Committee subjects

3. The Committee is mandated to consider the following subjects:

- a) Lands
- b) Settlement

1.3 Oversight

The Committee oversees the Ministry of Lands and Physical Planning; and the National Land Commission

1.4 Committee Membership

4. The Committee membership comprises:

Hon. Dr. Rachael Nyamai, MP – **Chairperson**

MP for Kitui South Constituency

Jubilee Party

Hon. Khatib Mwashetani, MP – **V/Chairperson**

MP for Lunga Lunga Constituency

Jubilee Party

Hon. Jayne Wanjiru Kihara, MP

Member for Naivasha
Constituency

Jubilee Party

Hon Joshua Kutuny Serem, MP

Member for Cherangany
Constituency

Jubilee Party

Hon. Kimani Ngunjiri, MP

Member for Bahati Constituency

Jubilee Party

Hon. Mishi Mboko, MP

Member for Likoni Constituency

**Orange Democratic Movement
(ODM)**

Hon. Omar Mwinyi, MP

Member for Changamwe
Constituency

**Orange Democratic Movement
(ODM)**

Hon. Ali Mbogo, MP

Member for Kisauni
Constituency

**Wiper Democratic Movement
(WDM)**

Hon. Babu Owino, MP

Member for Embakasi East
Constituency

**Orange Democratic Movement
(ODM)**

Hon. Caleb Kipkemei Kositany,
MP

Member for Soy Constituency

Jubilee Party

Hon. Catherine Waruguru, MP

Member for Laikipia County

Jubilee Party

Hon George Aladwa, MP

Member for Makadara
Constituency

**Orange Democratic Movement
(ODM)**

Hon George Risa Sunkuyia, MP

Member for Kajiado West
Constituency

Jubilee Party

Hon. Jane Wanjuki Njiru, MP

Member for Embu County

Jubilee Party

Hon. Josphat Gichunge
Kabeabea, MP

Member for Tigania East
Constituency

Party of National Unity (PNU)

Hon. Owen Yaa Baya, MP

Member for Kilifi North
Constituency

**Orange Democratic Movement
(ODM)**

Hon. Samuel Kinuthia Gachobe,
MP

Member for Subukia
Constituency

Jubilee Party

Hon. Simon Nganga Kingara, MP

Member for Ruiru Constituency

Jubilee Party

Hon. Teddy Mwambire, MP

Member for Ganze Constituency

**Orange Democratic Movement
(ODM)**

1.5 Committee Secretariat

5. The Committee secretariat comprises:

Lead Clerk
Mr. Leonard Machira
Clerk Assistant I

Mr. Ahmad Guliye
Clerk Assistant III

Mr. Adan Abdi
Fiscal Analyst III

Mr. Joseph Tiyan
Researcher III

Ms. Winnie Kizia
Media Relations Officer III

Ms. Jemimah Waigwa
Legal Counsel I

Mr. Nimrod Ochieng
Audio Officer

Ms. Peris Kaburi
Serjeant-At-Arms

2.0 INTRODUCTION

6. The Petition by Ms. Juliet Nyaguthii regarding public access and use of public utility plots in Nakuru East Ward in Nakuru County was tabled in the House on 11th June, 2019 by the Hon. David Gikaria, MP on behalf of the Petitioner.
7. The Petitioners wished to draw the attention of the House to the following, that:
 - i. Article 62 (2) of the Constitution provides that public land within the jurisdiction of the County Governments shall vest in and be held by the county government on trust for the people resident in the county, and shall be administered on their behalf by the National Land Commission;
 - ii. Many parcels of public land in Nakuru East Ward remain unutilized;
 - iii. Among the unutilized public utilities are seven parcels of land L.R Nos. 12570/183 (market), 12570/184 (water reservoir), 12570/185 (market), 12570/186 (religious institutions), 12570/187 (primary schools), 12570/188 (service station) and 12570/189 (nursery school);
 - iv. In early 2005, residents of Nakuru East Ward wrote to then Nakuru Municipality seeking authority to access and make use of the stated seven public utility plots within the Ward;
 - v. On 18th October 2005, the then Council Clerk, acting on behalf of Nakuru East Ward residents, wrote to the Commissioner for Lands, seeking guidance on the procedural requirements to effect the transfer of plots to the Council for public utility use within the Ward;
 - vi. The request has never been granted, causing the land to remain idle and vulnerable to possible grabbing, with a recent attempt having been made some investors who fenced off the property, which was immediately brought down by members of the public;
 - vii. On 2nd October, 2018 the National Land Commission Coordinator in Nakuru County wrote to their national offices concerning the land and requested the Chairperson to visit Nakuru to handle the matter;
 - viii. The delay by the National Land Commission and the Ministry of Lands to legally formalize public use of the said parcels of land has heightened tension between members of the public and private developers purporting to be the owners of the land;
 - ix. Efforts to have the matter addressed by the National Land Commission have not been fruitful;
 - x. The issues in respect of which this Petition is made are not pending before any court of law, constitutional or legal body.
8. The petitioners prayed that the National Assembly, through the Departmental Committee on Lands;

- i. Investigates and inquiries into all matters regarding ownerships of parcels of land, LR Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/188 and 12570/189;
- ii. Intervenes through the Ministry of Lands and the National Land Commission to ensure that all public land in Nakuru County is safeguarded from irregular transfers and made available for public utility; and
- iii. Makes any other further order(s) deemed fit in the circumstances of this petition.

3.0 SUBMISSIONS

3.1 Submissions by the Hon David Gikaria MP on behalf of Petitioner

9. The Committee held a meeting with the Hon David Gikaria MP on behalf of the petitioner on 17th July 2019. During the meeting the Committee was informed that:
10. Nakuru Industries Limited surrendered seven parcels of public land in the then larger Nakuru East Ward and currently in Menengai Ward of Nakuru East Constituency in the early 1980s. The surrender was consequential to the subdivision of a piece of land owned by the company. The following parcels of land were then surrendered to the then Nakuru Municipal Council for public utility; LR nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/188, 12570/189.
11. However, Nakuru Industries Limited later acquired the title deeds for the seven public utility plots under unclear circumstances.
12. The seven public utility plots remain un-utilized to date are prone for grabbing by private investors. Several attempts of grabbing of the above plots have been thwarted by the members of the public.
13. On 18th October 2005, the then Council Clerk acting on behalf of Nakuru East Ward residents wrote to the then Commissioner of Lands, seeking guidance on the procedural requirements to effect the transfer of plots to the Council for public utility use within the Ward.
14. On 2nd October 2018, the Coordinator, National Land Commission – Nakuru County, wrote to the Commission bringing to its attention the concerns of the public in respect of the above referenced land parcels. The Commission has not responded to the request.
15. The petitioner requested the Committee to investigate the matter and ensure that all public land in Nakuru County is safeguarded from irregular transfers and made available for public utility.

3.2 Submissions by the Ag. Chief Executive Officer, National Land Commission

16. The Committee held a meeting with the Ag. Chief Executive Officer, National Land Commission on 10th September 2019. During the meeting the Ag. Chief Executive Officer informed the Committee that:
17. The parcels of land relating to the petition originated from a subdivision and change of user of LR. 11264 measuring 219 acres owned by Nagara Estates Limited, a subsidiary of Nakuru Industries Limited. The subdivision scheme was approved by the Commissioner of Lands

vide approval granted as 19068/11/33 dated 1st February 1983. The current status of the plots was as follows:

18. **LR 12570/183 (1.466 Ha):** The plot is reserved as a market, but the subdivision indicates that it was proposed to be a nursery school. The plot was currently not developed but was under subsistence cultivation. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref. 19068/VI/27 dated 19th March 1997 for 99 years at annual rent of Kshs. 6,5000 for residential use.
19. A proposal for subdivision of the said plot into 21 portions measuring 0.046 Ha each and a letter of consent from the Land Control Board was received by the Commissioner of Lands. However, this was not permissible as the said land was not freehold nor was it for agricultural use. A letter Ref. 190772/21 dated 1st February 2018 purporting to have granted provisional approval for the subdivision did not originate from the Commission and was a forgery, therefore the intended subdivision of the plot did not materialize. The Commission recommended that the plot should be surrendered to the public.
20. **LR 12570/184 (3.906 Ha):** A site visit by officials on the commission indicated that there was a dilapidated water tank and no other development on the plot. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide a letter of allotment Ref 19068/VI/26 dated 19th March 1997 for 99 years at annual rent of 15,500. According to the proposed subdivision the plot was proposed for an open space with existing water tanks.
21. **LR 12570/185 (1.073 Ha):** According to the area residents the plot was reserved for a market and should be surrendered to the County. The subdivision scheme plan indicate that the plot was earmarked for an open space. A site visit by officials of the Commission indicated that the plot was not developed and was used as a volleyball playing ground. However, the Commission was not able to access the records of the plot at the Land office for further scrutiny as the records were reportedly missing.
22. **LR 12570/186 (1.073 Ha):** A site visit by officials on the commission indicated that the plot was not developed, and the area residents want it availed to them for religious purposes. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/24 dated 19th March 1997 for 99 years at annual rent of Ksh. 5000.
23. **LR 12570/187 (4.903 Ha):** A site visit by officials on the commission indicated that the plot had an existing primary school, Hyrax Hill Primary School, run by the Ministry of Education. According to a director of Nakuru Industries, the company developed the school and handed it over to the then Municipal Council of Nakuru to manage it as public school. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S

Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/28 dated 19th March 1997 for 99 years at annual rent of Ksh. 20,000.

24. **LR 12570/188 (1.498 Ha):** The plot is owned by Mr. Raju Shah and is not developed. It is reserved for a petrol service station.
25. **LR 12570/189 (1.637 Ha):** A site visit by officials on the Commission indicated that the plot was not developed and was under subsistence cultivation. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/29 dated 19th March 1997 for 99 years at annual rent of Ksh. 7,300. According to the proposed subdivision the plot was proposed for an open space with existing water tanks.
26. The Ag. Chief Executive Officer also informed the Committee after the subdivision and reservation of the seven plots indicated in the petition for public utility, Land parcels LR. Nos. 12570/183, 12570/184, 12570/185 and 12570/189 comprising 8.082 Ha. were converted from public and regranted to Nakuru Industries Limited for residential use following negotiations between the government, through the Commissioner of Lands, Nakuru Municipal Council and the developer, Nakuru Industries. They reached the following agreements, that:
- i. Nakuru Industries Limited donate LR. No. 21975 adjacent to Nagaria Estate, measuring 13.77 Ha to the National Museum of Kenya for museum purpose at no cost;
 - ii. Nakuru Industries Ltd to build and equip Hyrax Hill Primary School on LR.N. 12570/187 and hand over the management of the school to the Municipal Council of Nakuru;
 - iii. Nakuru Industries Ltd to build a Diagnostic Centre for the poor on parcel LR. No. 12570/157 and provide free treatment to the residents;
 - iv. Nakuru Industries Ltd to vacate LR. Nos. 12570/131- 142 and covert the amalgamated parcel LR. No 12570/194 on LR 241/11 into a nursery and primary school with ancillary facilities including a sports ground, auditorium and swimming pool. This is where Shah Lalji Nagpar Academy stands; and
 - v. In exchange the government transferred and changed the use of the subject parcels to residential use by Nakuru Industries Ltd.

27. The Commission investigated complaints raised by the residents of Nakuru East ward on the matter and concluded that the public gained in the regranting the subject parcels to Nakuru Industries Land for residential use and obtained favourable concessions from the company by realizing 10.608 Ha from the conversions and donation of land by the Company, besides the developer being required to build schools, a Diagnostic Centre and social facilities on the land.

3.4 Submissions by the Chief Administrative Secretary Ministry of Lands and Physical Planning

28. The Committee held a meeting with the Chief Administrative Secretary, Ministry of Lands and Physical Planning on 6th August 2019. During the meeting the Chief Administrative Secretary stated that according to the records held by the Ministry all the parcels in question are private land held by Nakuru Industries Limited and Tsandrant Virchand Shah & Kamlesh Virchand Shah as shown in the table below:

S/N	Parcel Number and acreage	Commitment Status	Lease Term	User
1	LR. No. 12570/183 – 1.466 Ha	Nakuru Industries Limited of P.O Box 22 Nakuru	99 years from 1/4/1997	Residential
2	LR. No. 12570/184 – 3.906 Ha	Nakuru Industries Limited of P.O Box 22 Nakuru	99 years from 1/4/1997	Residential
3	LR. No. 12570/185 1.073 Ha	Nakuru Industries Limited of P.O Box 22 Nakuru	99 years from 1/4/1997	Residential
4	LR. No. 12570/186 – 1.073 Ha	Nakuru Industries Limited of P.O Box 22 Nakuru	99 years from 1/4/1997	Residential
5	LR. No. 12570/187 – 4.903 Ha	Nakuru Industries	99 years from 1/4/1997	Residential

		Limited of P.O Box 22 Nakuru		
6	LR. No. 12570/188 (a subdivision of LR No. 12570)	Tsandrant Virchand Shah & Kamlesh Virchand Shah of P.O Box 58 Nakuru	99 years from 1/1/1985	Residential
7	LR. No. 12570/189 – 1.637 Ha	Nakuru Industries Limited of P.O Box 22 Nakuru	99 years from 1/4/1997	Residential

3.5 Submissions by the Managing Director, Nakuru Industries Limited

29. The Committee held a meeting with the Managing Director, Nakuru Industries Limited on 22nd October, 2019. During the meeting Mr. Andrew Mukite Musangi of Mukite Musangi & CO. Advocates on behalf of the Managing Director informed the Committee that:

30. Land parcel LR No 12570 /188 belongs to Tsandrakant Virchand Shah and Kamlesh Virchand Shah and not Nakuru Industries Limited as alleged by the petitioner. He added that there was an active suit regarding the said parcel of Land in the Nakuru Environment and Land Court in Petition Number 88 of 2019 Tsandrakant Virchand Shah and Another vs. the Nakuru County Government. Hence any deliberation on the same by the Committee was sub judice. However, the Committee noted that the said suit was filed in July 2019 while the petition was referred to the committee earlier on 11th June, 2019.

31. On land parcels LR numbers. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/189 indicated as being public utility plots by the petitioner, the Managing Director informed the Committee that the consolidation and subdivision of the Nakuru Industries Limited wider plot (LR No. 11264) were carried out in 1983 vide letter by the Commissioner of Lands Ref. 19068/111/33 of 1st February 1983 and the deed plans were issued on 8th October 2019. The subdivision conditions set out in the said letter included the following:

- Construction of access roads serving the plots.
- Surrender of access roads, plots earmarked for open spaces together with other public purpose plots to the Government free of cost.
- Surrender of the title in exchange of separate Grants with the new user

32. Later negotiations were carried out between the Commissioner for Lands and the Nakuru Industries Limited, through the company surveyor Ms. Harunani & Associates. Subsequently the deed plans were surrendered and new allotment letters issued for Land parcels LR nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/189 for residential purposes and later titles were issued in the name Nakuru Industries Limited.
33. In return, Nakuru Industries Limited;
- Built a primary school on LR. No. 12570/187 Hyrax Hill Primary School and Nursery School and surrender the same to the Nakuru Municipal Council and by extension the Nakuru County Government who manage it to date
 - Accepted a request from the National Museums of Kenya for a prehistorical site and in this regard the company reserved 13.77 HA of land at the Hyrax Hill prehistoric site for the National Museum under LR No. 21973.
 - Built a religious site and feeding centre on LR. No. 12570/155 and LR. No. 12570/156.
 - Built Medical Diagnostic Centre on LR. 12570/157 to help the needy through free treatment.
 - Donated LR. 12570/131-142 comprising 6.5 acres for a primary and nursery school (Shah Lalji Nagpar Academy)
 - The need for a market plot within the industrial area was not required as a very big market already existed within the vicinity and therefore as per the approved subdivision scheme LR No. 12570/185 was Reserved as an open space.
34. While under oath, the Managing Director, Nakuru Industries Limited informed the Committee that the Company is currently in possession of the titles of all the surrendered parcels of land apart from parcels LR. No. 12570/187 (Hyrax Primary School) and LR. No. 12570/188 (Service Station) as indicated in the table below

S/N	LR.NO.	Scheme Plan Provision	Utility as per NLC Letter	Current Status
1	12570/183	Nursey school	Market	Residential - Allotted
2	12570/184	Open space with water reservoir	Water reservoir	Residential - Allotted
3	12570/185	Open Space	Market	Residential - Allotted

4	12570/186	Religious	Religious	Religious
5	12570/187	Primary School	Primary School	Hyrax Primary School
6	12570/188	Service Station	Service Station	Not a Public Utility
7	12570/188	Nursery school	Nursery school	Residential - Allotted

35. Mr. Andrew Mukite Musangi further stated that the issues raised in the petition were investigated by the National Land Commission and the commission concluded that the public gained in the regranting subject parcels to Nakuru Industries Land for residential use and obtained favourable concessions from the company. Therefore, the commission had cleared the company of allegations of irregular acquiring public land vide a letter Ref. NLC /NAKURU /32 dated 11th February 2019. He also submitted a copy of a letter Ref NLC /NKR/GEN dated 8th October 2018 from the office of the National land Commission Nakuru County Coordinator. which stated that land parcels LR.12570/188 was reserved for service station and LR. 12570/186 for religious site but were erroneously indicated as being public utility plots by the National Land Commission

4.0 OBSERVATIONS

The Committee made the following observations:

1. The managing Director Nakuru Industries stated that the company held the title deeds for LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/1257 and 12570/189. This comprises five of the seven plots that were already surrendered by the company for public use.
2. The circumstances under which the seven public utility plots that had been surrendered following the subdivision of plot LR No. 11264 in October 1984 were later regranted by the Commissioner of Lands to Nakuru Industries Limited in March 1997 are suspicious.
3. The purported regranting of the said plots by the Commissioner of Lands to Nakuru Industries Limited was therefore tantamount to irregularly allocating public land for private use.
4. The surrender of the seven plots LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/188 and 12570/189 was a condition precedent for the subdivision scheme and hence upon sub-division the surrender of the seven plots for public use could not be negated or renegotiated for conversion.
5. The Committee further observed that although the National Land Commission had concluded that the public gained in the regranting the subject parcels to Nakuru Industries Land for residential use, this cannot be used as a justification for irregular allocation of public land for private use.
6. The Managing Director Nakuru Industries Limited informed the Committee that the company reached an agreement with the Commissioner of Lands that the company donates LR. 12570/131 – 142 to the community where a nursery and primary school were built by the company with ancillary facilities including a sports ground, auditorium and swimming pool for public use. The Committee observed that the parcel of land is currently occupied by Shah Lalji Nagpar Academy and it was not clear whether the school is a public school.
7. The Committee observed that upon surrender of the seven plots for public use following subdivision of LR No. 11264 carried out in 1983 the plots became public land.
8. The donation of land belonging to Nakuru Industries Limited LR 21975 to the National Museum of Kenya for development of a Hyrax-Hill pre-historic site cannot be used to justify the regranting of already designated and surrendered public land.

9. In view of above, the Committee observes that the seven plots are public land.

5.0 COMMITTEE RECOMMENDATIONS

In response to the prayers by the Petitioners, the Committee recommends-

1. **The National Land Commission does ensure that the title deeds for LR. NOs. 12570/183, 12570/184, 12570/185, 12570/186, 12570/1257 and 12570/189 are surrendered by Nakuru Industries Limited for public use within ninety days of tabling of this report.**
2. **The Ethics and Anti – Corruption Commission does investigate the suspicious regranteeing of seven public utility plots LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/1257 and 12570/189 that had been surrendered by Nakuru Industries Limited for public use and ensure that all persons who may have been involved in the issuance of titles on public land are prosecuted, if found culpable, within ninety days of tabling of this report.**

Signed.....



Date.....

19-11-2019

Hon. Dr. Rachael Kaki Nyamai, MP
Chairperson, Departmental Committee on Lands

**MINUTES OF THE 88TH SITTING OF THE DEPARTMENTAL COMMITTEE ON
LANDS HELD ON SATURDAY, 16TH NOVEMBER, 2019 AT ENGLISHPOINT –
MARINA, MOMBASA AT 9.30 AM**

PRESENT

1. Hon. Dr. Rachael Nyamai, M.P - **Chairperson**
2. Hon. Jayne Kihara, M.P
3. Hon. Omar Mwinyi Shimbwa, M.P
4. Hon. Mishi Mboko, M.P
5. Hon. Kimani Ngunjiri, M.P
6. Hon. Ali Mbogo, M.P
7. Hon. Caleb Kositany, M.P
8. Hon. Owen Baya, M.P
9. Hon. Samuel Kinuthia Gachobe, M.P
10. Hon. Teddy Mwambire, M.P

APOLOGIES

1. Hon. Khatib Mwashetani, MP - **Vice Chairperson**
2. Hon. Joshua Kutuny, M.P
3. Hon. Babu Owino, M.P
4. Hon. Catherine Waruguru, M.P
5. Hon. George Aladwa, M.P
6. Hon. George Risa Sunkuyia, M.P
7. Hon. Josphat Gichunge Kabeabea, M.P
8. Hon. Jane Wanjuki Njiru, M.P
9. Hon. Simon Nganga Kingara, M.P

IN ATTENDANCE

THE NATIONAL ASSEMBLY SECRETARIAT

1. Ms. Florence Abonyo - Director, Committee Services
2. Mr. Leonard Machira - Clerk Assistant I
3. Mr. Ahmad Guliye - Clerk Assistant III
4. Mr. Ronald Walala - Legal Counsel
5. Mr. Joseph Tiyan - Research Officer
6. Mr. Nimrod Ochieng - Audio Recording Officer
7. Ms. Peris Kaburi - Serjeant At Arms

MIN. NO. NA/DCS/LANDS/2019/336: PRELIMINARIES

The meeting was called to order at twenty – one minutes past nine o'clock and prayers were said.

MIN. NO. NA/DCS/LANDS/2019/337: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of agenda after it was proposed and seconded by Hon. Caleb Kositnay, MP and Hon. Teddy Mwambire, MP

MIN. NO. NA/DCS/LANDS/2019/338: CONSIDERATION OF THE DRAFT REPORT ON THE PETITION REGARDING PUBLIC ACCESS AND USE OF PUBLIC UTILITY PLOTS IN NAKURU WEST WARD IN NAKURU COUNTY

The Committee considered the draft report on the Petition regarding public access and use of public utility plots in Nakuru West Ward In Nakuru County and adopted it with the following observations and recommendations after it was proposed and seconded by Hon. Jayne Kihara, MP and Hon. Samuel Gachobe, MP respectively;

a. Observations

- i. The managing Director Nakuru Industries stated that the company held the title deeds for LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/1257 and 12570/189. This comprises five of the seven plots that were already surrendered by the company for public use.
- ii. The circumstances under which the seven public utility plots that had been surrendered following the subdivision of plot LR No. 11264 in October 1984 were later regranted by the Commissioner of Lands to Nakuru Industries Limited in March 1997 are suspicious.
- iii. The purported regrating of the said plots by the Commissioner of Lands to Nakuru Industries Limited was therefore tantamount to irregularly allocating public land for private use.
- iv. The surrender of the seven plots LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/188 and 12570/189 was a condition precedent for the subdivision scheme and hence upon sub-division the surrender of the seven plots for public use could not be negated or renegotiated for conversion.
- v. The Committee further observed that although the National Land Commission had concluded that the public gained in the regrating the subject parcels to Nakuru Industries Land for residential use, this cannot be used as a justification for irregular allocation of public land for private use.

- vi. The Managing Director Nakuru Industries Limited informed the Committee that the company reached an agreement with the Commissioner of Lands that the company donates LR. 12570/131 – 142 to the community where a nursery and primary school were built by the company with ancillary facilities including a sports ground, auditorium and swimming pool for public use. The Committee observed that the parcel of land is currently occupied by Shah Lalji Nagpar Academy and it was not clear whether the school is a public school.
- vii. The Committee observed that upon surrender of the seven plots for public use following subdivision of LR No. 11264 carried out in 1983 the plots became public land.
- viii. The donation of land belonging to Nakuru Industries Limited LR 21975 to the National Museum of Kenya for development of a Hyrax-Hill pre-historic site cannot be used to justify the regranting of already designated and surrendered public land.
- ix. In view of above, the Committee observes that the seven plots are public land.

b. Recommendations

- i. The National Land Commission does ensure that the title deeds for LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/1257 and 12570/189 are surrendered by Nakuru Industries Limited for public use within ninety days of tabling of this report.
- ii. The Ethics and Anti – Corruption Commission does investigate the suspicious regranting of seven public utility plots LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/1257 and 12570/189 that had been surrendered by Nakuru Industries Limited for public use and ensure that all persons who may have been involved in the issuance of titles on public land are prosecuted, if found culpable, within ninety days of tabling of this report.

**MIN. NO. NA/DCS/LANDS/2019/339: CONSIDERATION OF THE DRAFT REPORT
ON THE PETITION BY MACKINNON ROAD
LANDOWNERS ASSOCIATION REGARDING
ALLEGED IRREGULARITIES IN THE
ALLOCATION OF LAND IN MACKINNON
ROAD SETTLEMENT SCHEME**

The Committee resolved to defer the adoption of the report and noted that there was need to hold a meeting with government officers said to have been irregularly allocated land in the scheme as

per the list of beneficiaries submitted to the Committee by the Chief Administrative Secretary, Ministry of Land and Physical Planning before concluding the consideration of the matter.

MIN. NO. NA/DCS/LANDS/2019/340: CONSIDERATION OF THE DRAFT REPORT ON THE PETITION REGARDING COMPENSATION OF LAND OWNED BY THE MATISI COMMUNITY ALONG KITALE – ENDEBES – SUAM ROAD

The Committee considered the draft report on the Petition regarding compensation of land owned by the Matisi Community along Kitale – Endebes – Suam Road and adopted it with the following observations and recommendations after it was proposed and seconded by Hon. Kimani Ngunjiri, MP and Hon. Caleb Kositany, MP respectively;

a. Observations

- i. The documents submitted to the Committee by the Director General, Kenya National Highways Authority (KeNHA) including a map indicates that the road corridor along the Matisi section of the Kitale – Endebess – Suam Road is 60 meters. Based on the evidence the Committee noted that the road corridor along the section is public land. Therefore, the Authority had not earmarked any land in the section for acquisition as the Right of Way (ROW) was adequate for the required road expansion.
- ii. Although the Petitioners hold title deeds issued by the government for land along the Matisi section of the Kitale – Endebess – Suam Road, the Committee did not find evidence to confirm that the said land included the 20 meters required by Director General Kenya National Highways Authority for the expansion of the road.
- iii. The National Land Commission had determined that there were structures and developments within the Matisi section of the Kitale – Endebess – Suam Road corridor that are eligible for compensation based on the principle of occupiers in good faith. However, the Committee noted that if the said structures are on public land and then the Petitioners cannot be classified as occupiers in good faith.
- iv. The evidence submitted by the Petitioners included copies of title deeds that were acquired in July 2019 by after the Petition was presented to the National Assembly.

b. Recommendation

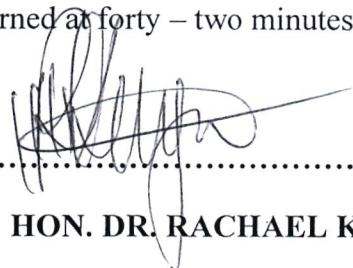
The Committee recommended that the Ministry of Lands and Physical Planning, the National Land Commission and the Kenya Rural Roads Authority does verify the measurements of the Reserve (Right of Way) along the Matisi section corridor of the Kitale – Endebess – Suam Road and confirm the authenticity of the title deeds held by the Petitioners with a view to compensate

persons affected by the project in accordance with the Land Act, 2012 within ninety days of tabling of this Report.

MIN. NO. NA/DCS/LANDS/2019/341: ADJOURNMENT

The meeting was adjourned at forty – two minutes past twelve noon.

Signature



HON. DR. RACHAEL KAKI NYAMAI, M.P.

(Chairperson)

Date.....19-11-2019.....

MINUTES OF THE 61ST SITTING OF THE DEPARTMENTAL COMMITTEE ON LANDS HELD ON TUESDAY, 10TH SEPTEMBER 2019 IN THE BOARDROOM, 2ND FLOOR, CONTINENTAL HOUSE, PARLIAMENT BUILDINGS AT 11.30 A.M

PRESENT

1. Hon. Dr. Rachael Nyamai, M.P - Chairperson
2. Hon. Khatib Mwashetani, M.P - Vice Chairperson
3. Hon. Jayne Kihara, M.P
4. Hon. Mishi Mboko, M.P
5. Hon. Babu Owino, M.P
6. Hon. Catherine Waruguru, M.P
7. Hon. George Risa Sunkuyia, M.P
8. Hon. Owen Baya, M.P
9. Hon. Samuel Kinuthia Gachobe, M.P
10. Hon. Simon Nganga Kingara, M.P
11. Hon. Teddy Mwambire, M.P

APOLOGIES

1. Hon. Kimani Ngunjiri, M.P
2. Hon. Omar Mwinyi Shimbwa, M.P
3. Hon. Joshua Kutuny, M.P
4. Hon. George Aladwa, M.P
5. Hon. Jane Wanjuki Njiru, M.P
6. Hon. Ali Mbogo, M.P
7. Caleb Kipkemei Kositany
8. Hon. Josphat Gichunge Kabeabea, M.P

IN ATTENDANCE

NATIONAL LAND COMMISSION

1. Kabale Tache - Ag. Chief Executive
2. Mr. Francis Bor - Ag. Deputy Commission Secretary
3. Ms. Edith Olando - Deputy Director, Land Administration
4. Mr. Antipas Nyanjwa - Deputy Director Investigations
5. Muthomi J. Ngaruthi - PLAO
6. Mr. Wilson Kimiti - PLAO
7. Mr. Edward Bosire - County coordinator Mombasa

THE NATIONAL ASSEMBLY SECRETARIAT

1. Mr. Leonard Machira - Clerk Assistant I
2. Mr. Joseph Tiyan - Research Officer III
3. Mr. Nimrod Ochieng - Audio Recording Officer
4. Ms. Peris Kaburi - Serjeant – At - Arms

MIN. NO. NA/DCS/LANDS/2019/- 175: PRELIMINARIES

The meeting was called to order at sixteen minutes to noon. Prayers were said and thereafter introductions were made.

MIN. NO. NA/DCS/LANDS/2019/-176: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of the meeting after it was proposed and seconded by Hon. George Risa Sunkuyia, M.P and Hon. Simon Kingara, M.P respectively.

MIN. NO. NA/DCS/LANDS/2019/-177: CONFIRMATION OF PREVIOUS MEETING

Consideration of the item was deferred to the next sitting.

MIN. NO. NA/DCS/LANDS/2019/-178: MEETING WITH THE AG. CHIEF EXECUTIVE OFFICER NATIONAL LAND COMMISISON ON PETITION PENDING BEFORE THE COMMITTEE

a) Petition by Taita Tavetaa Teachers Investment Company on illegal occupation of land owned by the company

The Ag. Chief Executive Officer informed the Committee that;

- i. Taita Tavetaa Teachers Investment Company is the registered owner of the following parcels of land in Junda creek with Kisauni Constituency in Mombasa County, which the subject of the petition that were bought in the 1980s:

S/NO	LR NO.	ACRES
1	MN/II/56	4..93
2	MN/II/57	12.02
3	MN/II/293	10.0
4	MN/II/765	10.0

5	MN/II/766	3.10
6	MN/II/771	47.62
7	MN/II/767	3.10
	Total Acreage	90.77

The company also entered into a sale agreement with the registered owner regarding land parcel No. LR MN/II/222 bringing the total acreage owned by the company to 112.77 acres.

- ii. The company claimed that the land was purchased with the aim of subdividing and distributing it to the shareholders. However, the project stalled in 1988 when the then Taita Taveta KNUT Executive Secretary, the late Adiel M. Kachili was elected to Parliament and handed over the company to a new Executive Secretary who did not convene a single meeting leading to the intended subdivision of the land to stall.;
- iii. The company was revived in 2008 and the members realized that the land in question was fully occupied by squatters. The board of directors therefore resolved to sell the land to recover the members contributions. However, the company was not able to remove the squatters from the land;
- iv. The squatters lodged a case in court seeking to prevent their removal the from the land. the property was a subject of a suit for 11 year from 2003 to 2014. The court ruled in favour of the company and the squatters were ordered to vacate the land;
- v. The squatters then sought the intervention of the commission in a bid to avoid eviction. The commission reached out to both parties and advised them to embrace Alternative Dispute Resolution in order to reach an amicable solution. The commission also advised the two parties to value the land and to table offers for purchase and sale;
- vi. The squatters tabled a valuation of 2.5 million per an acre and the company presented a valuation of 10 million per acre. The parties would not reach a mutual value and it was then agreed that the government should value the land to give a compromise value to pave way for further negotiation;
- vii. The commission also suggested that the county government of Mombasa buy the land to settle the squatters at fee based on the Waitiki model. The Chief Officer , Lands, Planning and Housing, Mombasa County vide a letter Ref. LPH/LND/1-1 dated 22nd Mach 2016 addressed to the County Secretary confirmed that the department held a meeting with the squatters who expressed willingness to be settled on the land and to be allowed to pay for the land through installments;

- viii. The National Government Valuer undertook a valuation of the land and issued a fee of Ksh. 875,000 to the county government of Mombasa. The amount was required to facilitate release of the valuation report. The county government requested for a waiver, but the ministry declined to grant the request;

The Ag. Chief Executive Officer stated that the commission recommended that:

- i. The County Government of Mombasa should hasten the payment of the valuation fee to the Ministry of Lands and Physical Planning in order for the report to be issued;
- ii. Mediation be done between the squatters and the company to facilitate a mutual selling price for the land; and
- iii. Taita Taveta Teachers Investment Company should be adequately be compensated for the land. The company should also surrender the titles of the land to the government once it is compensated to pave way for allocation of the said land to the squatters.

b) Petition by Ms Juliet Nyaguthii on public access and use of public utility plots in Nakuru West Ward

The Ag. Chief Executive Officer informed the Committee that:

- i. The parcels of land relating to the petition originated from a subdivision and change of user of LR. 11264 measuring 219 acres owned by Nagara Estates Limited a subsidiary of Nakuru Industries Limited. The subdivision scheme was approved by the Commissioner of Lands vide approval granted as 19068/11/33 dated 1st February 1983. How the said file could not be traced by the commission.
- ii. The status of the plots was as follows:
 - **LR 12570/183 (1.466 Ha):** The plot is reserved as a market, but the subdivision indicates that it was proposed to be a nursery school. The plot was not developed but was under substance cultivation. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref. 19068/VI/27 dated 19th March 1997 for 999 years at annual rent of Kshs. 6,5000 for residential use.

A proposal for subdivision of the said plot into 21 portions measuring 0.046 Ha each and a letter of consent from the land control Board was received by the Commissioner of Lands. How this was not permissible as the said land was not freehold nor was it for agricultural use. A letter Ref. 190772/21 dated 1st February 2018 purporting to have granted provisional approval for the subdivision did not originate from the commission and was a forgery, therefore the intended subdivision of the plot did not materialize. The Commission recommended that the plot should be surrender to the public.

- **LR 12570/184 (3.906 Ha):** A site visit by officials on the commission indicated that there was a dilapidated water tank and no other development on

the plot. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/26 dated 19th March 1997 for 999 years at annual rent of 15,500. According to the proposed subdivision the plot was proposed for an open space with existing water tanks.

- **LR 12570/185 (1.073 Ha):** According to the area residents the plot was reserved for a market and should be surrendered to the plot. The subdivision scheme plan indicate that the plot was earmarked for an open space. A site visit by officials on the commission indicated that the plot was not developed and was used as a volleyball playing ground.

However, the commission was not able to access the records of the plot at the Land office for further scrutiny as the records were reportedly missing.

- **LR 12570/186 (1.073 Ha):** A site visit by officials on the commission indicated that the plot was not developed, and the area residents want it availed to them for religious purposes. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/24 dated 19th March 1997 for 999 years at annual rent of Ksh. 5000.
- **LR 12570/187 (4.903 Ha):** A site visit by officials on the commission indicated that the plot had an existing primary school, Hyrax Hill Primary School, run by the Ministry of Education. According to a direct of Nakuru Industries the company developed the school and handed it over to the then Municipal Council of Nakuru to manage it as public school. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/28 dated 19th March 1997 for 999 years at annual rent of Ksh. 20,000.
- **LR 12570/188 (1.498 Ha):** The plot is owned by Mr. Raju Shah and is not developed. It is reserved for a petrol service station.
- **LR 12570/189 (1.637 Ha):** A site visit by officials on the commission indicated that the plot was not developed and was under subsistence cultivation. Records held by the Ministry of Lands and Physical Planning indicate that the plot was regranted to M/S Nakuru Industries Ltd of Box 22 Nakuru vide letter of allotment Ref 19068/VI/29 dated 19th March 1997 for 999 years at annual rent of Ksh. 7,300. According to the proposed subdivision the plot was proposed for an open space with existing water tanks.

The Ag. Chief Executive Officer stated that the Commission noted that

- i. LR. Nos. 12570/183, 184,185and 189 comprising 8.082 Ha. were converted from public to residential use;
- ii. LR 12570/188 (1.498 Ha is used as a petrol service station and hence not under a public purpose
- iii. Negotiations between the government, through the Commissioner of Lands, Nakuru Municipal Council and the developer, Nakuru Industries reached the following agreements, that
 - Nakuru Industries Limited donated LR. No. 21975 adjacent to Nagaria Estate, measuring 13.77 Ha to the National Museum of Kenya for museum purpose free.
 - Nakuru Industries Ltd to build and equip Hyrax Hill Primary School on LR.N. 12570/187 and hand it over the management of the school to the Municipal Council of Nakuru.
 - Nakuru Industries Ltd to build a Diagnostic Centre for the poor on parcel LR. No. 12570/157 and provide treatment at no cost to the government.
 - Nakuru Industries Ltd to vacate LR. Nos. 12570/131- 142 and covert the amalgamated parcel LR. No 12570/194 on F/R241/11 into a nursery and primary school with ancillary facilities including a sports ground, auditorium and swimming pool. This is where Shah Lalji Nagpar Academy stands.
 - In exchange the government transferred and changed the use of the subject parcels to residential use by Nakuru Industries Ltd.

The commission concluded that the public realized 10.608 Ha from the conversions and donations, besides the developer being required to build schools, a Diagnostic Centre and social facilities on the land.

c) Petition by the former workers of the Late Mayor Jacob Samuels regarding invasion and eviction from their land in Roysambu Constituency by the Kenya Defence Forces

The Ag. Chief Executive Officer informed the Committee that that apart from the Petitioners, the Kenya Defence Forces, Uchumi Supermarket laid a claim to the land that is a subject of the petition. She however acknowledged that both the Ministry of lands and the County Government of Nairobi issued letters of offer to the petitioners.

The Mr. Antipas Nyanjwa Deputy Director Investigations, National Land Commission informed the Committee that he was tasked by the commission to investigate the matter and submitted a report that established the following:

- i. **Chronology of land parcel LR No. 5875/2:** Lt. Col James Hays Sadler who was the Commissioner for East Africa Protectorate leased LR. No. 1012 comprising 4443 acres in 1904 to Henry Herbert Tarlton for a period on 99 years. The lease then subdivided the land in 1920 into five plots each comprising 200 acres and the said plots were

further subdivided into 20-acre plots in 1927. LR 5875/2 comprising 17.16 acres was one of the plots created out of the further subdivision.

The plot was transferred to Mr. H.V. Briscoe on 19th February 1930, who transferred it to Mrs. K. M Forbes on 19th February 1930. Mrs. K. M Forbes also transferred it to Mr. F.K. Kelly on 1st MARCH ,1940, who transferred the plot to E.A. Residential Estate Limited. In 1964 a Mr. Smith was appointed a liquidator of the company by the Kenya Government, but the company transferred the plot to Mr. Bau Salou Dean, Mr. Bau Saoul Dean also transferred it to Mr. Mayer Jacob Samuels, who died in 1974 but remained the registered owner ofc the land.

In 1976 a Mr. Rapahel Jacob Samuel a brother to the deceased owner and Mr. Meshumor Jacob Samuels the deceased's half brother applied to the High Court in Nairobi for grant of letters of administration under Probate and Administration CAUSE No. 103 of 1976.

In a letter to the Commissioner of Lands dated 31st January 1986, Robson, Harris & Company Advocates claimed that Mr. Meshurmor Jacob Samuels obtained an order vesting the land in him as the sole registered owner;

- ii. **Purported acquisition of LR. 5875/2 by the Kenyan Military in 1985:** The government through Gazette Notice No. 5151 dated 22nd November 1985 published an intention to compulsorily acquire the land to set up a Kenya Army School. But Mr. Meshurmor Jacob Samuel through his advocate protested and an inquiry was held on the 5th and 18th of February 1986 During the inquiry Mr. Meshurmor Jacob Samuel made an offer of 25 million for the land while the government valued it at Ksh. 3,535,000 which Mr. Meshurmor Jacob Samuel rejected and went to court. The court ruled that the government acquires the land at a fee of Ksh. 23 million. The government appealed but on 27th 1997 the court stood over the case generally to allow for both parties to reach an out of court settlement, but no agreement was reached to date.

In a letter Ref. DOD/698/2/Wks dated 26th January 1987 the Permanent Secretary, Department of Defence informed the Commissioner of Lands that the military had carried out an inspection of the land and found it unsuitable for the intended purpose unless four additional parcels of land surrounding the plot was acquired to enhance security as the plot was located in a residential area.

On 10th April 1987 Major General Munyao wrote to the Commissioner of Lands vide a letter Ref. DOD/CGS/49/LND asking the commissioner to disregard the content of the letter by the Permanent Secretary until the military made further contact on the issue. However, the military did not make the said contact to date. The Ministry of Defence also indicated it could not pay the Ksh. 3.530,500 as per the government

valuation of the land due to financial constraints. Therefore, there is no evidence that the government made any payment towards the compulsory acquisition of the land.

- iii. **Current status of the land:** The Committee was informed that a current search at the Land Registry indicated that no record on the land were available, However the investigation officers extracted the above-mentioned information from the valuation file. A search at the County government of NAIROBI indicated that the land was last registered to Mr. M.J. Samuels.

On 4th November 1985 Mr. M J. Samuel, through Tysons Habenga Limited, requested for an extension of the lease for the land in question in a letter Ref. BOR/VAL/mm explaining the land had only eighteen year left on the 99 years lease. However, the Commissioner of Lands refused to extend the lease. Technically the land then reverted to the government and by extension to the County Government of Nairobi as provided for the Constitution.

- iv. **Other Claimants:** The Committee was informed that other parties had made several attempts to acquire the land fraudulently. The said parties include Solio Construction Limited that claimed to have been allocated the land by the government. However, the investigations by the commission revealed that the said grant was fraudulent as the company had two sets of title for the same property. the first was registered on 18th May 192 with two different IR numbers, raising doubt on the authenticity of the title. The title was also charged to Barclays Bank of Kenya on 26th October 1993 even before the title was registered and stamp duty paid.

The second set of title held by Soli Constructions company Limited was registered on 24th January 2001 when the same title was already charged to Barclays Bank of Kenya.

There was no surrender of the original certificate of lease and the claim that this was a new grant of 99 years effective 1st July 2019 but this cannot be so because the old lease held My Mayer Jacob Samuels was still valid and was to expire 2003. Further the Solio Construction Limited title was registered on 18th My 1992 before the lease commenced on 1st July 1999.

Solio Construction Limited then purported to have sold the land to Kasarani Mall Limited who transferred it to Uchumi Supermarkets. 9998 shares of Kasarani Mall are held by Uchumi Supermarket according to records obtained from the Registrar of Companies.

- v. **Conclusion:** In a letter Ref. 21046/II/50 addressed to Robson Harris & Company Advocates dated 13th March 1986 the Commissioner of Lands declined to renew the lease held by Mr. Mayer Jacob Samuels. This meant that the land reverted to the government and by extension ofc the new Constitution to the County Government of Nairobi. The County Government of Nairobi vide a letter Ref. No. LS/007/001754/sgm/MK dated 9th 2018 requested the Permanent Secretary Ministry of Lands to Include Roysa Community Development Society in the titling of the land LR.5875/2

MIN. NO. NA/DCS/LANDS/2019/- 181: ADJOURNMENT

There being no other business to discuss, the meeting was adjourned at seven minutes past one o'clock. The next meeting will be held on Thursday, 12th September 2019 at 9:30 am .

Signature


HON. DR. RACHAEL KAKI NYAMAI, M.P.

Date.....
15/10/2019
(Chairperson)

MINUTES OF THE 54TH SITTING OF THE DEPARTMENTAL COMMITTEE ON LANDS HELD ON TUESDAY, 6TH AUGUST 2019 IN THE BOARDROOM, 2ND FLOOR, PROTECTION HOUSE, PARLIAMENT BUILDINGS AT 9.30 A.M

PRESENT

1. Hon. Dr. Rachael Nyamai, M.P - **Chairperson**
2. Hon. Khatib Mwashetani, MP - **Vice Chairperson**
3. Hon. Jayne Kihara, M.P
4. Hon. Mishi Mboko, M.P
5. Hon. Babu Owino, M.P
6. Hon. Catherine Waruguru, M.P
7. Hon. George Risa Sunkuyia, M.P
8. Hon. Owen Baya, M.P
9. Hon. Samuel Kinuthia Gachobe, M.P
10. Hon. Simon Nganga Kingara, M.P
11. Hon. Teddy Mwambire, M.P

APOLOGIES

1. Hon. Kimani Ngunjiri, M.P
2. Hon. Omar Mwinyi Shimbwa, M.P
3. Hon. Joshua Kutuny, M.P
4. Hon. George Aladwa, M.P
5. Hon. Jane Wanjuki Njiru, M.P
6. Hon. Ali Mbogo, M.P
7. Caleb Kipkemei Kositany
8. Hon. Josphat Gichunge Kabeabea, M.P

IN ATTENDANCE

MINISTRY OF LANDS AND PHYSICAL PLANNING

1. Hon. Gideon Mung'aro - Chief Administrative Secretary
2. Mr. Charles Githenya - Deputy Director/ Land Administration
3. Mr. Chacha Maroa - Land Registrar
4. Mr. Paul Ndungu - Principal Surveyor

NATIONAL ASSEMBLY SECRETARIAT

1. Mr. Leonard Machira - Clerk Assistant I
2. Sydney Lugaga - Legal Counsel II
3. Mr. Joseph Tiyan - Research Officer III
4. Mr. Nimrod Ochieng - Audio Recording Officer

5. Ms. Peris Kaburi

- Serjeant – At - Arms

MIN. NO. NA/DCS/LANDS/2019/- 222: PRELIMINARIES

The meeting was called to order at ten minutes to ten o'clock . Prayers were said and thereafter introductions were made.

MIN. NO. NA/DCS/LANDS/2019/-223: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of the meeting after it was proposed and seconded by Hon. Jayne Kihara, M.P and Hon. Mishi Mboko, M.P, M.P respectively.

MIN. NO. NA/DCS/LANDS/2019/-224: CONFIRMATION OF PREVIOUS MEETING

Consideration of the item was deferred to the next sitting.

MIN. NO. NA/DCS/LANDS/2019/-225: ` CONSIDERATION OF PETITIONS PENDING BEFORE THE COMMITTEE

The Chief Administrative Secretary informed the Committee of the following regarding the petitions:

Petition by Mr. Philip Njugana on behalf of Kandara Residents Association on irregular Renewal of leases of land by Delmonte Kenya Limited

- i. LR. No. 12158 measuring 2900 acres is in Muranga County and is registered in the name of Del Monte Kenya Limited. It is an amalgamation of LR. Nos 10862,10741,11312,2953,4873, and 11146;
- ii. The term of lease for the said land was 49 years from 1st May 1973 and it was due to expire on 1st May 20122. He added that an application had been made seeking renewal of the lease to the National land Commission and the County Government of Muranga, which was under consideration;
- iii. The Ministry was not aware of any renewal of lease regarding the said land and had not received any documents recommending the renewal. The Chief Administrative Secretary therefore argued that the petition was premature as it allegedly that the lease had been renewed;
- iv. The lease Gatuanyaga Farm LR. No. 12203 measuring 2,133 Ha which is in Kiambu County also owned by Del Monte expired on 1st July 2019 and an application for renewal had been tendered by the company; and
- v. On the question the implementation of the National land Commission in a gazettee Notice No. 1995 dated 1st March 2019 regarding resurvey of the land owned by Del Monte to establish if the company held land that it is not registered against. The informed the Committee that the Ministry would require three weeks to complete the exercise

Petition by Hon Andrew Mwadime MP on behalf of Taita Taveta Teachers Investment Company Limited on illegal occupancy of land owned by Taita Taveta Teachers Investment Company Limited

- i. Chief Administrative Secretary stated that according to the Ministry record parcels Mainland North / Section 11/56, 11/57 and 293,11/765 and 11/771 are registered in the name of Taita Taveta Investment Limited. While parcel No. 11/222 is registered to Mohamedali Suleiman Essaji;
- ii. The Chief Administrative Secretary stated that the Ministry was not mandated to halt invasion by squatters and development of structures on private property. However, the ministry would support a proposal for acquire the land for the benefit of the squatters by compensating Taita Taveta Investment Limited.

Petition by Hon. David Gikaria, M.P on behalf of Ms. Juliet Nyaguthii regarding public access and use of public utility plots in Nakuru West Ward in Nakuru County

The Chief Administrative Secretary stated that four of the parcels in question are private land registered in the name of Nakuru Industries Limited with a lease of 99 years as from 1st April 1997. One parcel was registered in the name of Tsandrakant Virchand Shah and Kamlesh Virchand Shah of P. O. Box 58 Nakuru

Petition by the Hon. Alfred Agoi Msadia, MP on behalf of Mr. Thomas Anzeze Musila regarding irregular transfer and sub-division of land belonging to Mr. Thomas Anzeze Musila

The Chief Administrative Secretary stated that the land in question was originally registered in the name of the late Mzee Hezekia Musila Chelanga. Samson Musila Chelanga moved to court after he was not allocated share of the land following the death of the original owner Mzee Hezekia Musila Chelanga. The land was subsequently subdivided into two portions through a court order to create parcel Nos. 1654 and 1655 for the benefit of Thomas Anzenze Musila and Samson Musila Chelanga respectively. The two are brothers and sons of the original owner, Hezekia Musila Chelanga.

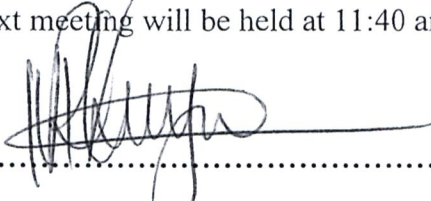
The Committee was further informed that Thomas Anzenze Musila sold his share, parcel No. 1654 to Pasalina Sibiro Lubeka. The buyer also obtained a court order to evict Thomas Anzenze Musila from the said land.

The Committee was also informed that parcel No. 1654 was still intact, but parcel No. 1655 had been subdivided into parcel Nos. 1660 – 1663. parcel 1660 was further subdivided into 1714 and 1715

The matter had been adjudicated by a court of law and the orders can only be set aside by appeal to the court.

MIN. NO. NA/DCS/LANDS/2019/- 226: ADJOURNMENT

There being no other business to discuss, the meeting was adjourned at thirty-seven minutes past eleven o'clock. The next meeting will be held at 11:40 am.

Signature 

HON. DR. RACHAEL KAKI NYAMAI, M.P.

Date..... *15/10/2019*
(Chairperson)

MINUTES OF THE 46TH SITTING OF THE DEPARTMENTAL COMMITTEE ON LANDS HELD ON WEDNESDAY, 17TH JULY 2019 IN THE BOARDROOM, 4TH FLOOR, CONTINENTAL HOUSE, PARLIAMENT BUILDINGS AT 2.30 P.M

PRESENT

1. Hon. Dr. Rachael Nyamai, M.P - **Chairperson**
2. Hon. Kimani Ngunjiri, M.P
3. Hon. Mishi Mboko, M.P
4. Hon. Omar Mwinyi Shimbwa, M.P
5. Hon. George Risa Sunkuyia, M.P
6. Hon. Jane Wanjuki Njiru, M.P
7. Hon. Owen Baya, M.P
8. Hon. Simon Nganga Kingara, M.P

APOLOGIES

1. Hon. Khatib Mwashetani, M.P - **Vice Chairperson**
2. Hon. Jayne Kihara, M.P
3. Hon. Joshua Kutuny, M.P
4. Hon. Ali Mbogo, M.P
5. Hon. Babu Owino, M.P
6. Hon. Catherine Waruguru, M.P
7. Hon. George Aladwa, M.P
8. Hon. Josphat Gichunge Kabeabea, M.P
9. Hon. Samuel Kinuthia Gachobe, M.P
10. Hon. Teddy Mwambire, M.P

THE NATIONAL ASSEMBLY

Hon. David Gikaria, MP

Hon. Alfred Agoi, MP

PETITIONERS ON THE PETITION REGARDING ILLEGAL TRANSFER OF LAND BELONGING TO MR. THOMAS ANZEZE

1. Mr. Thomas Anzeze Musila
2. Mr. Ronald Chakava
3. Mr. Fanuel Luvai
4. Benson Indumili

THE NATIONAL ASSEMBLY SECRETARIAT

- | | | |
|------------------------|---|----------------------|
| 1. Mr. Leonard Machira | - | Clerk Assistant I |
| 2. Mr. Ahmad Guliye | - | Clerk Assistant III |
| 3. Mr. Joseph Tiyan | - | Research Officer |
| 4. Mr. Nimrod Ochieng | - | Audio Officer |
| 5. Ms. Peris Kaburi | - | Serjeant – At - Arms |

MIN. NO. NA/DCS/LANDS/2019/184: PRELIMINARIES

The meeting was called to order at six minutes to three o'clock, prayers said and thereafter introductions were made.

MIN. NO. NA/DCS/LANDS/2019/185: ADOPTION OF THE AGENDA

The agenda of the meeting was adopted as outlined in the notice of the meeting after it was proposed and seconded by Hon. Kimani Ngunjiri, M.P and Hon. Simon Kingara, M.P respectively.

MIN. NO. NA/DCS/LANDS/2019/186: PRESENTATION BY THE PETITIONER ON THE PETITION REGARDING PUBLIC ACCESS AND USE OF PUBLIC UTILITY PLOTS IN NAKURU WEST WARD, NAKURU COUNTY

Representing the petitioner, Ms. Juliet Nyaguthii, Hon. David Gikaria, MP informed the Committee of the following in respect of the above petition;

- i. Seven parcels of public land in Nakuru LR nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187, 12570/188, 12570/189 are among un-utilized public utility plots that are prone for grabbing by private investors.
- ii. Several attempts of grabbing of the above plots have been thwarted by the members of the public.
- iii. On October, 18th 2005, the then Council Clerk acting on behalf of Nakuru East Ward residents wrote to the then Commissioner of Lands, seeking guidance on the procedural requirements to effect the transfer of plots to the Council for public utility use within the Ward.
- iv. The request has never been granted rendering the land vulnerable and exposing it to potential grabbers.
- v. On 2nd October 2018, the Coordinator, National Land Commission – Nakuru County, wrote to the Commission bringing to its attentions the concerns of the public in respect of the above referenced land parcels. The Commission has not responded to the request.
- vi. The petitioner prayed that the National Assembly, through the Departmental Committee on Lands;

- a. Investigates and inquires into all the matters regarding ownership of the aforementioned parcels of land,
- b. Intervenes through the Ministry of Lands and Physical Planning and the National land Commission to ensure that all public in Nakuru County is safeguarded from irregular transfers and made available for public utility,
- c. Makes any other orders and/or directions it deems fit in the circumstances of this petition.

Committee Observations

The Committee noted the concerns raised in the petition and undertook to follow up with the relevant stakeholders and government agencies with a view of addressing the prayers of the petitioners.

**MIN. NO. NA/DCS/LANDS/2019/187: PRESENTATION BY THE PETITIONER ON
THE PETITION REGARDING IRREGULAR
TRANSFER AND SUBDIVISION OF LAND
PARCEL LR. NO KAKAMEGA/VIYALO/1
BELONGING TO MR. THOMAS ANZEZE
MUSILA**

Representing the petitioner, Mr. Thomas Anzeze Musila, Hon. Alfred Agoi Masadia, MP informed the Committee of the following in respect of the above petition;

- i. The Late Mzee Hezekiah Musila Chelang'a was the owner of the land parcel LR No. Kakamega/Viyalo/1 measuring approximately 2.8 Ha.
- ii. On 19th March, 1998, Mzee Hezekiah Musila Chelang'a transferred ownership of the said land to his son, Mr. Thomas Anzeze Musila as inheritance.
- iii. Thomas Anzeze avers that his father lost the title deed and reported to the Police under OB No. 43/26/8/96 as required by law.
- iv. The Late Mzee Hezekiah swore an affidavit before a then Principal Magistrate on 23rd August, 1996 to legalize transfer of the land to his son as he could not raise the 2,000 procedural fee to obtain a copy of the lost title deed. The import of the affidavit was meant to void the lost title deed for purposes of transacting on the said piece of land in the event that it resurfaces in future.
- v. Through a search conducted on 30th August, 2005, the petitioner was alarmed to find out that ownership of the land was transferred to his bother Samson Musila under the voided title deed. The land has since been sub-divided irregularly under parcel nos. N/MARAGOLI/VIYALO/1661, N/MARAGOLI/VIYALO/1662, and N/MARAGOLI/VIYALO/1663 and awarded to Mr. Ephraim Andefa Ngereso, Japheth

Onzere Garo and Beatrice Night Opiyo respectively, without the knowledge of the bona-fide owner.

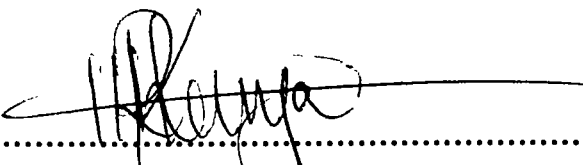
- vi. On 20th January 2015, Mr. Thomas Anzeze was served with a court order E&L case no. 8 of 2015 where a complainant Pusalino Sibino Lubeka had sued him for having refused to vacate the land.
- vii. Mr. Thomas Anzeze was evicted from the land on 6th July, 2018 by a gang of youth using a Court Judgement made on 26th January, 2015 and has been rendered homeless ever since.
- viii. The Petitioner prayed that the National Assembly through the Departmental Committee on Lands;
 - a. Inquire into all matters raised in this petition pursuant to Standing Order 216(5).
 - b. Request the Ministry of Lands & Physical Planning to provide information on the manner in which land belonging to the petitioner was illegally transferred to third parties.
 - c. Make any other recommendations that it deems fit ion the circumstances of this matter.

Committee Observations

The Committee noted the concerns raised in the petition and undertook to follow up with the relevant stakeholders and government agencies with a view of addressing the prayers of the petitioner.

MIN. NO. NA/DCS/LANDS/2019/188: ADJOURNMENT

There being no other business to discuss, the meeting was adjourned at seven minutes past four o'clock.

Signature 

HON. DR. RACHAEL KAKI NYAMAI, M.P.
(Chairperson)

Date..... 25/7/2017

ANNEXTURE I

**SUBMISSIONS BY THE AG. CHIEF EXECUTIVE OFFICER
NATIONAL LAND COMMISSION**



NATIONAL LAND COMMISSION

**RESPONSE TO PETITIONS REFERRED TO THE
DEPARTMENTAL COMMITTEE ON LANDS**

**REPORT SUBMITTED BY
KABALE TACHE ARERO
AG. SECRETARY/CHIEF EXECUTIVE OFFICER**

10TH SEPTEMBER, 2019

Hon. Chair

We received an invitation dated 14th August 2019, from the Clerk of the National Assembly requiring us to appear to this Committee to respond to four petitions referred to your esteemed Committee. We wish to respond to the petitions as follows:-

PETITION NO.1

PETITION BY HON. ANDREW MWADIME MP ON BEHALF OF TAITA TAVETA TEACHERS INVESTMENT COMPANY LIMITED ON ILLEGAL OCCUPANCY OF LAND OWNED BY TAITA TAVETA TEACHERS INVESTMENT COMPANY LIMITED.

THE PETITION:

1. **THAT**, Taita Taveta Teachers Investment Company Limited is a registered Company having been incorporated in March 1980 and operating under Kenya Revenue Authority PIN number **P051411254Q**.
2. **THAT**, the Company's include over 1,200 shareholders composed of both teachers and non-teachers, and its core business is to acquire land subdivide into plots for its members, as well as investing in real estate.
3. **THAT**, through concerted efforts of Taita Taveta KNUT Branch officials, the Company bought 122.7 acres of land at Mshomoroni Area (Junda Creek) in Kisauni Constituency of Mombasa, namely **MN/II/56, 57, 293, 1165, 766, 767, 771 and 222**
4. **THAT**, the Capital to purchase the said chunks of Land was realized through a check-off system from the teachers' salaries and cash payments through loans and cash subscriptions from non-teaching shareholders.
5. **THAT**, at a time when the Company was experiencing financial hardships, aggressive individuals invaded the said lands and began to irregularly sell parts of the land to buyers who later masqueraded as squatters.

6. **THAT**, to date over one thousand irregular occupants on the lands owned by the Company, and who on occasions have harassed and threatened to lynch Company directors who make visits to the land.
7. **THAT**, several shareholders have already died on account of shock of not realizing any gains from the hard work of the Investment and being forcefully driven out of their land.
8. **THAT**, efforts to resolve the matter with relevant authorities including the Mombasa City Clerk(Mayor), City Planner and Surveyor, County Executive for Lands, various leaders and even reaching out to the illegal occupants in an attempt to solve the matter amicably have been completely futile.
9. **THAT**, the issue in respect of which this petition is made are not pending before any court of law, or any constitutional or statutory body.

Therefore, your humble petitioners pray that the National Assembly through the departmental Committee of Lands;

- i. Intervenes through the ministry of Lands to halt any further developments on the plots of lands in question pending investigations.
- ii. Investigate the illegal occupation of the land owned by the Taita Taveta Teachers Investment Company Ltd with the objective of overseeing the reverting of the occupied lands back to the Company and its shareholders.
- iii. Recommends to the ministry of Lands to settle bonafide squatters and
- iv. Makes any other order or direction that it deems fit in the circumstances of the petition.

RESPONSE TO THE PETITION

Hon chair,

Taita Taveta Teachers' Investment Company Limited is the registered owner of the following properties having bought the properties in the 1980s:

S/NO	L.R NO.	ACRES
1	MN/II/56	4.93
2	MN/II/57	12.02
3	MN/II/293	10.00
4	MN/II/765	10.00
5	MN/II/766	3.10
6	MN/II/771	47.62
7	MN/II/767	3.10
TOTAL ACREAGE		90.77

However, Taita Teachers Investment Company Limited claim that they had entered into a sale agreement with the registered owner of **LR. MN/II/222** and that they had paid half of the purchase price of the property in the 1990s and that they have a legitimate claim in the parcel of land known as **MN/II/222**. This property has been included in the petition to parliament hence bringing the acreage of the parcels claimed by Taita Taveta Teachers Investment Co. Ltd to a total of **122.77** Acres.

Taita Taveta Teachers Investment Company Ltd claim that the intention of purchase of these parcels of land was to subdivide the land among the members and put up rental houses for income generation. They allege that their intended project stalled in 1988 when the Taita/Taveta KNUT branch Executive Secretary, the late Adiel M. Kachili, who was the pioneer of the project, was elected to parliament and handed over to a new Executive secretary. They allege that the new executive secretary never called a single meeting and that the project stalled to date.

That Taita Taveta Teachers Investment Company Limited was revived in the year 2008, and immediately did a follow up of their lands. That is when they realized that their land was fully occupied by squatters. The board of directors therefore resolved to sell these parcels of land to recover member's contributions

LITIGATION AND ADR IN RESPECT OF MN/II/222

- The property was a subject of a suit in court for 11 years (2003 - 2014)
- The court ruled in favor of the (defendant) landowner and the plaintiffs (Squatters) were ordered to vacate the land.
- To avoid eviction the squatters sought for the intervention of the Commission. The Chairman reached out to both parties and advised them to embrace Alternative Dispute Resolution (ADR) for an amicable solution.
- Several sessions were held between the squatters and the administrators of the estate **MN/II/222**
- The commission advised the parties to do their private valuations and table offers for purchase and sale.
- Squatters tabled a valuation of 2.5 Million per acre and the land owner presented a valuation of 10 Million per acre.

- An agreement was reached that the Government should do valuation to give a compromise value to pave way for further negotiation.

GOVERNMENT VALUATION FOR MN/II/56, 57, 293, 1165, 766, 767, 771

The Chairman of the Commission vide his letter **Ref: NLC/CHAIRMAN/VOL. VIX/28** of 13th January, 2016 informed the Governor of Mombasa County that he had received a request from lawyers representing two clients (Taita Taveta teachers Investment Co. Ltd and Noorunisa Essaji), that their clients were willing to sell their properties which were occupied by squatters at 10 Million per acre.

The Chairman suggested that the County Government should purchase the pieces of land to settle the squatters at a fee the - Waitiki model.

The Chief Officer - Lands, Planning and Housing, County Government of Mombasa vide his letter **Ref: LPH/LND/1-1** of 22nd March, 2016 and addressed to the County Secretary confirmed that the department held a meeting with the squatters and that the squatters expressed willingness to be settled/documentated and to be allowed to pay for the land in small installments.

Evidence that indeed the National Government Valuer did valuation of the above properties is contained in a letter **Ref: LPH/LND/4-1/(19)** of 22nd February, 2017 by the Chief Officer-Land, Planning and Housing addressed to the Chief Officer-Finance and Economic Planning. National Government Valuers completed valuation, and issued a fee note of Kshs 875,000. The amount was required to facilitate release of the valuation report.

The County Government of Mombasa requested for waiver of the valuation fee but the ministry of Lands and Physical Planning vide letter **Ref: MOLPP/ADM/LND.7/13** of 13th December, 2017 declined the request and advised that the fee has to be paid before the report is released.

Succession Issues In respect of MN/II/222

There is a family dispute between the possible heirs of the estate of the deceased Mohamedali Sulemanji Essaji. Taita Teachers Investment Co. Ltd will need to have further negotiation with the heirs to the property **MN/II/22** in respect of their interest emanating from the partial purchase.

OBSERVATIONS:

From the forgoing the following observations can be deduced.

1. The parcels of land listed in this petition are heavily squatted.
2. The County Government of Mombasa has previously attempted to address the dispute.
3. The County Government of Mombasa recommended that Government valuation be done in order to assist in further negotiation.
4. The Chairman of the Commission also proposed for Government Valuation followed by purchase of the parcels of land by the County Government for squatter settlement at a fee.
5. The Land owners have also proposed that they should be compensated for their lands and that squatters should not be evicted.

RECOMMENDATIONS:

Owing to the forgoing the Commission recommends as follows:

1. The County Government of Mombasa should hasten the valuation fee payment to the Ministry of lands in order for the report to be issued.
2. Mediation to be done between the squatters and the Taita Taveta Investment Co. Ltd

3. Agreement to be reached on in respect of purchase price by the squatters.
4. Taita Taveta Teachers Investment Co. Ltd should be adequately compensated for their parcels of land.
5. After agreement in respect of compensation Taita Taveta Teachers Co. Ltd to surrender their titles to Government to pave way for squatter regularization.

PETITION NO 2.

PETITION BY HON. DAVID GIKARIA MP ON BEHALF OF MRS. JULIET NYAGUTHI, A RESIDENT OF NAKURU COUNTY ON PUBLIC ACCESS AND USE OF PUBLIC UTILITY PLOTS IN NAKURU WEST WARD.

Hon. Chair,

This petition was lodged by Hon. David Gikaria, Member of Parliament, Nakuru Town East Constituency on behalf of Juliet Nyaguthi, a resident of Nakuru County.

The petition relates to seven (7) parcels which the public claim are public utility plots and would therefore want to have access and utilize the plots for public good.

The parcels are as follows

1. LR. 12570/183----- Market
2. LR. 12570/184----- Water Reservoir
3. LR. 12570/185----- Market
4. LR. 12570/186----- Religious
5. LR. 12570/187-----Primary School
6. LR. 12570/188-----Service Station

7. LR. 12570/189----- Nursery School

Methodology used in gathering information on the said petition.

- a. Scrutiny of available records held by the ministry of Lands and physical planning
- b. Site visit to determine ground status including gathering information from institutions and key persons who would have a stake in the petition.
- c. Survey records scrutiny

In answering the above petition the Commissions objective is to determine the legitimacy of claims made by the residents, investigate what rights prevail in the circumstances while recognizing the supremacy of public interest since public right overrides any other individual rights.

BACKGROUND

The above parcels originated from a subdivision and change of user of LR. 11264 measuring 219 Acres owned by Nagara Estates Limited a subsidiary of Nakuru Industries Limited. The subdivision scheme plan was approved by the then commissioner of lands vide approval granted as 19068/111/33 dated 1.2.1983. However, file 19068/111 cannot be traced.

CURRENT RECORD AND GROUND STATUS

LR 12570/183 (1.466 HAC) NURSERY SCHOOL/MARKET

According to residents in the neighborhood the plot is reserved for a market and should be surrendered to the public. However the subdivision scheme plan indicates that the plot was proposed for a nursery school.

A site inspection indicates that the plot is not developed but under subsistence cultivation.

According to records held by the Ministry of Lands and Physical Planning the plot was re-granted to M/S Nakuru Industries Ltd. Of Box 22, Nakuru vide letter of allotment ref 19068/VI/27 dated 19th March 1997 for 99 years w.e.f. 1.4.1997 at an annual rent of Kshs. 6,500 for residential purpose.

No stand premium was demanded. The offer was paid for vide receipt D 715126 dated 23RD April 1997 and E 026549 dated 10/12/1997 and a title prepared and issued as IR 75295.

A proposal was then received for subdivision of the said plot into 21 portions measuring approx. 0.046 Hac each. A letter of consent dated 29th Nov 2016 L.C.R No. NELCB/10/11/16 from the Land Control Board for the subdivision was received in the commissioner of lands office. This was however, not permissible because the said land was not freehold nor was it for agricultural purposes.

A letter ref 190772/21 dated 1st Feb 2018 purporting to have granted provisional approval for the subdivision did not originate from the National Land Commission office nor the alleged author of the letter. Thus the status remains the same.

LR 12570/184 (3.906 HAC) - OPEN SPACE AND WATER RESERVOIR

According to the residents the plot is a water reservoir that should be surrendered to the public. According the proposed subdivision the plot was proposed for an open space with existing water tanks.

A site visit shows that there is a dilapidated water tank that has not been in use for a long time. No other development is on site.

According to one of the directors of Nakuru industries limited the tanks were constructed by the company for their own water needs.

Records indicate that the said plot was re-granted by the government for residential purpose to M/S Nakuru Industries Ltd. Of Box 22, Nakuru vide letter of allotment ref 19068/VI/26 dated 19th March 1997 for 99 years w.e.f. 1.4.1997 at an annual rent of Kshs. 15,500.

No stand premium was demanded. The offer was paid for vide receipt D 715129 dated 23RD April 1997 and E 026548 dated 10/12/1997 and title prepared and issued as IR 75293.

LR 12570/185 (1.073 HAC) OPEN SPACE /MARKET

According to the residents the plot is reserved for a market and should be surrendered to the public for the same purpose. According the subdivision scheme plan the plot was earmarked for an open space.

A site visit shows that it is not developed and is being used as volley ball playing ground.

The office records were not available for scrutiny.

LR 12570/186 (1.073HAC) RELIGIOUS PURPOSES

The residents want the plot availed to them for religious purposes.

The ground is not developed and is under grass cover

The said plot was re-granted for residential purposes to M/S Nakuru Industries Ltd. Of Box 22, Nakuru vide letter of allotment ref 19068/VI/24 dated 19th March 1997 for 99 years w.e.f. 1.4.1997 at an annual rent of Kshs. 5,000.

No stand premium was demanded. The offer was paid for vide receipt D 715128 dated 23RD April 1997 and a title prepared and issued as IR 75292.

File 19068/VI could not be traced for more clarification. The MRT is dated 17/12/1997

LR 12570/187 (4.903 HAC) PRIMARY SCHOOL

There is an existing primary school (Hyrax Hill Primary School) run by the Ministry of Education.

According to one of the Directors of Nakuru Industries they developed the school infrastructure and handed over to the government (Municipal Council of Nakuru) for day to day management as a public school.

However, according to records there is a re-grant for residential purposes to M/S Nakuru Industries Ltd. Of Box 22, Nakuru vide letter of allotment ref 19068/VI/28 dated 19th March 1997 for 99 years w.e.f. 1.4.1997 at an annual rent of Kshs. 20,000.

No stand premium was demanded. The offer was paid for vide receipt D 715127 dated 23RD April 1997 and D838253 dated 12/11/1997 and title prepared and issued as IR 75293.

File number 19068/VI could not be traced for more clarification.

LR 12570/188 (1.498 HAC) SERVICE STATION

The plot is owned by a cousin to one of the directors of Nakuru Industries Ltd. This information was given by Mr. Raju Shah

The plot abuts the Nakuru Gilgil Highway and is not developed. Remnants of the stone fence that was demolished by residents can be seen.

There is an ongoing court case.

LR 12570/189 (1.637HAC) NURSERY SCHOOL

The plot is not developed but is under subsistence cultivation.

Records indicate that there was re-grant for residential purposes to M/S Nakuru Industries Ltd. Of Box 22, Nakuru vide letter of allotment ref 19068/VI/29 dated 19th March 1997 for 99 years w.e.f. 1.4.1997 at an annual rent of Kshs. 7,300. No stand premium was demanded.

The offer was paid for vide receipt D 715130 23RD April 1997 and title prepared and issued as IR 75294. Files 19068/VI could not be traced for more clarification.

EFFORTS MADE BY THE COMMISSION TO RESOLVE THE MATTER

The commissioners had looked at the issues raised by the Nakuru residents and concluded as follows

- That LR.Nos 12570/183, 184, 185, and 189 were all converted from public to residential user. The total acreage of the loss being 8.082Hac
- LR. 12570/188 is not a public purpose because the operation of a service station does not constitute a public purpose.
- L. R. No. 12570/194 (amalgamation of LRs. 12570/131 – 142 on F/R 241/11) – 3.788 Ha and L.R. 12570/155 – 1.1317 Ha adding to a total of 4.920Hac surrendered for public purpose.
- There is therefore a net loss of 3.162 Ha of public purpose land to the developer.
- According to the commissioners there was a negotiation between the developer, the Government through the Commissioner of Lands and Nakuru Municipal Council and the following consensus arrived at :-

1. Nakuru Industries Limited donated L.R 21975 (adjacent to Nagaria Estate) to the National Museum of Kenya for Museum purpose free of cost. This is a 13.77 Ha parcel of land
2. Nakuru industries Limited to build and equip hyrax Hill Primary School on LR 12570/187 and hand over the management of the school to the Municipal Council of Nakuru.
3. Nakuru industries Limited to develop the Religious Site and Feeding Centres on LR Nos 12570/155 and L.R. 12570/156 respectively, adding upto 0.7545 Ha.
4. Nakuru Industries Limited to build a Diagnostics Centre for the poor and less fortunate members of the community on parcel LR No. 12570/157 and provide treatment at no cost to the patients. The area of this parcel 0.3773 Ha.
5. Nakuru Industries Limited to vacate the residential status of L.R. Nos 12570/131 – 142 adding up to **3.788** Ha and convert them into a Nursery and Primary school with ancillary facilities including a sports ground, auditorium and swimming pool. The amalgamated parcel is L.R 12570/194 on F/R 241/11. This is where Shah Lalji Nagpar Academy now stands.
6. L.R. No. 12570/185, which was proposed as a market was vacated because there are adequate markets in the neighborhood.

The net gain by the public after the above donations and conversions is 10.608 Ha.

According to the commissioners the public gained in the exchange of land and at the same time got further concessions from the developer to build schools, a Diagnostic Centre, religious and social facilities and feeding centres on land they

donated, built and equipped for the benefit of the community. In exchange the Government transferred and changed the use of the subject parcels to residential.

However, there is a general feeling by the public that the facilities are not benefitting them as residents of Nakuru hence, the reason for the petition.

WAY FORWARD/OPTIONS FOR REVERTING THE PARCELS TO PUBLIC

For the parcels to revert back to public there are two options;

- Through the court process
- Through review of grants and dispositions on public land by the National Land Commission. However, the period for the same lapsed and has not been renewed by the National Assembly.

PETITION NO 3

PETITION BY FORMER WORKERS OF THE LATE MAYOR JACOB SAMUELS REGARDING INVASION AND EVICTION OF FORMER WORKERS OF THE LATE MAYOR JACOB SAMUELS FROM THEIR LAND IN ROYSAMBU CONSTITUENCY BY THE KENYA DEFENCE FORCES.

Hon chair,

We request for more time to respond to this matter. We however note that apart from the Department of Defense, and the petitioners, Uchumi Supermarket also lay claim to the land that is the subject of the petition.

We have also noted from the documents supporting the petition that letters of offer were issued both by the Ministry of Lands and the County Government of Nairobi.

Considering the complexity of the matter, and considering that the former Commission chair had taken a position on the claim, we do request that the petition be addressed by the incoming Commission. We hope the ministry will avail the correspondence file for our perusal and to inform decision making on the petition.

PETITION NO 4

PETITION BY MACKINNON ROAD LAND OWNERS ASSOCIATION REGARDING ALLEGED IRREGULARITIES IN THE ALLOCATION OF LAND IN MACKINNON ROAD SETTLEMENT SCHEME.

Hon chair, the settlement function was moved from the Commission to the Ministry of Lands and Physical Planning by the Land Laws Amendment Act of 2016.

The Cabinet Secretary in charge of land would be in a better position to respond to the petition since this matter is squarely within the mandate of the ministry.

Thank you.



KABALE TACHE ARERO
Ag. SECRETARY/CEO

ANNEXTURE II

**SUBMISSIONS BY THE CABINET SECRETARY MINISTRY OF
LANDS AND PHYSICAL PLANNING**



MINISTRY OF LANDS AND PHYSICAL PLANNING

PETITIONS FROM THE NATIONAL ASSEMBLY DEPARTMENTAL COMMITTEE ON LANDS

Honourable Chair,

Pursuant to a letter Ref: NA/DC/LANDS/2019(035) dated July 24, 2019, the Departmental Committee on Lands invited the Cabinet Secretary, Ministry of Lands and Physical Planning to a meeting on August 6, 2019 to consider the following petitions-

1. Petition by Mr. Philip Njuguna on behalf of the residents of Kandara Residents Association on irregular renewal of leases of land by Delmonte Kenya Limited
2. Petition by Honourable Andrew Mwadime, Member of Parliament, on behalf of Taita Taveta Teachers Investment Company Limited on illegal occupation of land owned by Taita Taveta Teachers Investment Company Limited
3. Petition by Honourable David Gikaria, Member of Parliament, on behalf of Ms. Juliet Nyaguthii, a resident of Nakuru County, on public access and use of public utility plots in Nakuru West Ward
4. Petition by Honourable Alfred Agoi Masadia, Member of Parliament, on behalf of Mr. Thomas Anzeze Musila on irregular transfer and subdivision of land belonging to Mr. Thomas Anzeze Musila

Honourable Chair, I wish to respond as follows: -

1. **PETITION NO. 50 OF 2019 BY MR. PHILIP NJUGUNA ON IRREGULAR RENEWAL OF LEASES OF LAND BY DELMONTE KENYA LIMITED**

1.1. Petition

The petition is submitted by Mr. Philip Njuguna on behalf of Kandara Residents Association, which draws its members from Murang'a and Kiambu counties. The

petitioners claim to be the original owners of land presently occupied by Del Monte Kenya Limited but were illegally displaced and the land was leased to the company.

The petitioners are aggrieved that the County Government has renewed the leases for the company without first involving the public contrary to Section 13 of the Land Act, 2012, which provides that, at the expiry of a leasehold tenure, the National Land Commission shall inform the lessee of his or her pre-emptive right to allocation of the land upon application, provided that-

- i. such lessee is a Kenyan citizen, and
- ii. the land is not required by the National or County Government for public purposes.

The Petitioners state that, by proceeding to unilaterally renew the lease, the County Government of Murang'a not only usurped the exclusive power vested in the Commission to renew leases, but also side-stepped the constitutional principle of public participation to determine whether the public also had an interest in the land. According to the petitioners, this is in total disregard of the resolutions of Kandara residents made on February 7, 2017.

The Petitioners also allege that the Commission intends to renew the leases despite recommending on February 7, 2017 that, to address the historical land injustice, the County Government of Muranga should retain adequate amounts of land for settlement of claimants and public purpose when the leases expire in May 2019.

The petitioners are concerned that their hope of reclaiming ancestral land at the expiry of the lease held by Del Monte Kenya Limited will be permanently curtailed. They therefore request the National Assembly through the Departmental Committee on Lands to inquire into the matter with a view to ensure that the process of renewing the leases are conducted within the law and in a transparent and participatory process that takes into account the rights and interests of members of Kandara Residents Association over the said land.

1.2. Response

Honourable Chair, wish to respond as follows-

Del Monte land in Kenya is situated in Kiambu and Muranga Counties. The Government of Kenya purchased several parcels of land from the British

Settlers/Companies for leasing to Del Monte Corporation on behalf of California Packing Company (CALPAK). The lease agreement was made on June 3, 1965. This was in order to promote the acceleration of pineapple fruit cultivation and processing in Kenya. The parcels of land leased to Del Monte Kenya Limited are as shown in **Annexure 1**.

The Petitioners are concerned with land held by the company situated in Muranga. As per our records, and as tabulated in Annexure 1, **L.R. No. 12158** measuring approximately **2900 acres** is currently registered in the name of Del Monte Kenya Limited and falls within Muranga County. **L.R. No. 12158** arose out of amalgamation of LR. Nos. 10862, 10741, 4987, 11312, 2953, 4873 and 11146.

The term of the Lease is **49 years** from May 1, 1973. The lease expires on **May 1, 2022**. An application for extension has been made to the National Land Commission and the County Government and is undergoing consideration as per the provisions of the Land Act, 2012 and the Physical Planning Act, Cap 286 of 1996. The Ministry is not aware of any approval of the extension of lease granted by the County Government of Murang'a in respect of any Del Monte Kenya Limited.

A copy of the official search is attached marked **Annexure 2**.

2. PETITION NO. 52 OF 2019- BY HONOURABLE ANDREW MWADIME MP ON ILLEGAL OCCUPANCY OF LAND OWNED BY TAITA TAVETA TEACHERS INVESTMENT COMPANY LIMITED

2.1. Petition

The petition dated June 4, 2019 has been presented by Honourable Andrew Mwadime, Member of Parliament for Mwatate Constituency on behalf of Taita Taveta Teachers Investments Company Limited. The company is said to have at least 1,200 shareholders comprising teachers and non-teachers. Its core business is to acquire and subdivide land for the benefit of the members.

The Petition states that the company purchased various parcels of land measuring approximately 122.7 acres at Mshomoroni area (Junda Creek) in Kisauni Constituency of Mombasa County known as-

- i. Mainland North/Section 11/56
- ii. Mainland North/Section 11/57 and 293
- iii. Mainland North/Section 11/765 and 766
- iv. Mainland North/Section 11/767
- v. Mainland North/Section 11/771
- vi. Mainland North/Section 11/222

Mohamedali
Sueliman Essaji

From the petition, unscrupulous individuals invaded the said parcels and irregularly sold them off to other people who have since settled thereon. There are currently over 1000 illegal occupants. Efforts to address the issue through the county administration and various leaders have borne no fruits.

This Committee has therefore been invited to intervene to resolve the matter through the Ministry of Lands and Physical Planning to: -

- i. halt further developments on the properties;
- ii. Investigate the illegal occupations on the property; and
- iii. Recommend to the Ministry to resettle the bona fide squatters.

2.2. Response

Honourable Chair, I wish to respond as follows-

According to our records, parcels Mainland North/Section 11/56, 11/57 and 293, 11/765 and 766, 11/767 and 11/771 are registered in the name of Taita Taveta Investments Limited. While parcel Mainland North/Section 11/222 is registered to Mohamedali Sueliman Essaji. Copies of the official searches are attached marked **Annexures 3a, b, c, d, e & f.**

The Ministry is not empowered to halt invasion and developments on private property, since there are established legal mechanisms to address such concerns.

We propose that investigations on the alleged illegal occupation be done by the Departmental Committee on Lands, the Ministry of Interior and Coordination of National Government and the County Government to come up with a sustainable solution to the problem.

3. PETITION NO. 49 OF 2019- BY HONOURABLE DAVID GIKARIA MP ON PUBLIC ACCESS AND USE OF PUBLIC UTILITY PLOTS IN NAKURU WEST WARD

3.1. Petition

The petition has been presented by Honourable David Gikaria, Member of Parliament for Nakuru Town East Constituency on behalf of Ms. Juliet Nyaguthii, a resident of Nakuru County.

The Petition states that residents of Nakuru East Ward wrote to the then Municipal Council of Nakuru in the year 2005, seeking permission to access seven (7) parcels of land within the municipality for public utilities as follows-

- i. LR. Nos. 12570/183 (market)
- ii. LR. Nos. 12570/184 (water reservoir)
- iii. LR. Nos. 12570/185 (market)
- iv. LR. Nos. 12570/186 (religious institutions)
- v. LR. Nos. 12570/187(primary schools)
- vi. LR. Nos. 12570/188 (service station)
- vii. LR. Nos. 12570/189 (nursery school)

According to the petition, the then Municipal Council Clerk acting on the instructions of the said residents wrote to the then Commissioner of Lands on October 18, 2005 to seek advice on how the properties could be transferred to the Municipal Council for public utilities. There has been no response to the letter.

The Petition claims that the parcels of land are idle making them susceptible to land grabbing. It is also claimed that some people referred to as “private developers” constructed a fence around the parcels but it was brought down by members of the public. In October 2, 2018, the National Land Commission’s Coordinator in Nakuru County wrote to invite the Commission to pay a site visit to the subject parcels but the Commission did not pursue the matter.

It is claimed that the failure by both the Commission and the Ministry of Lands and Physical Planning to deal with the issue has heightened tension between the residents and the “private developers” laying claim to the parcels.

It is in view of the above that the petitioners seek redress from the Parliamentary Committee on Lands to intervene and investigate ownership status of the properties to safeguard them.

3.2. Response

Honourable Chair, I wish to respond as follows-

According to our records, the parcels in question are private land committed as shown in the schedule marked **Annexure 4**.

Copies of the official search are also attached marked **Annexure 5a, b, c, d, e, f & g**.

4. PETITION NO. 40 OF 2019 BY HONOURABLE ALFRED AGOI MASADIA, MP ON IRREGULAR TRANSFER AND SUBDIVISION OF LAND BELONGING TO MR. THOMAS ANZEZE MUSILA

4.1. Petition

The petition has been presented by Honourable Alfred Agoi Masadia, Member of Parliament for Sabatia Constituency on behalf of the family of Mr. Thomas Anzenze Musila.

From the petition, the subject property **KAKAMEGA/VIYALO/1** measuring approximately 2.8 acres was originally registered in the name of the late Mzee Hezekia Musila Chelanga. It is stated that the original title got lost and a report was made to Kitale Police Station under OB No. 43/26/8/96. The deceased is said to have transferred the property to his son, Thomas Anzenze Musila on March 19, 1998 and that an affidavit was sworn by the deceased to confirm the sale and loss of the title.

The petition states that an official search obtained from the Kakamega Lands Registry by Thomas Anzenze Musila on August 30, 2005 revealed that the property was transferred to his brother, Samson Musila using the lost title and that subsequent subdivisions had been registered (i.e **N/MARAGOLI/VIYALO/1661** registered in the name of Ephraim Andefa Ngereso and **N/MARAGOLI/VIYALO/1662** registered in the name of Beatrice Night Opiyo).

The family claims that there an existing court order requiring them to vacate the property. They claim that they have tried to resolve the matter through the relevant agencies to no avail. They have thus invited this Committee to make an inquiry into the matter and to request the Cabinet Secretary, Lands and Physical Planning to provide information on the property.

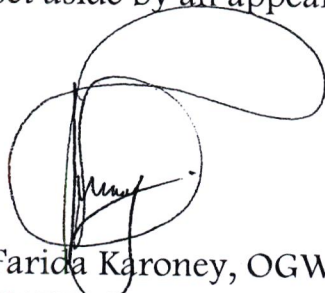
4.2. Response

Honourable Chair, I wish to respond as follows-

According to records available at Vihiga Lands Registry, the parcel of land **KAKAMEGA/VIYALO/1** measuring approximately 2.8 acres was originally registered in the name of the late Mzee Hezekia Musila Chelanga. It was subsequently subdivided into two (2) portions to create parcels numbers 1654 and 1655 for the benefit of the Thomas Anzenze Musila and Samson Musila Chelanga respectively.

Parcel number 1654 is still intact while parcel number 1655 was further subdivided by Samson Musila Chelanga to create parcel numbers 1660-1663. Parcel number 1660 was further subdivided to create parcel numbers 1714 and 1715. However, we have noted from records that these parcels are subject to court litigation. Copies of the green cards are attached marked **annexures 6a, b, c, d and e** indicating ownership.

The matter has already been adjudicated by a court of law. The orders can only be set aside by an appeal to the court.



Farida Karoney, OGW
CABINET SECRETARY

August 6, 2019

ANNEXURE 4:

Parcel Number and acreage	Commitment Status	Lease Term	User
LR. No. 12570/183 - 1.466 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/184 - 3.906 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/185 - 1.073 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/186 - 1.073 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/187 - 4.903 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/188 (a subdivision of LR. No. 12570)	Tsandrakant Virchand Shah and Kamlesh Virchand Shah of P.O. Box 58, Nakuru	99 years from 1/1/1985	Residential
LR. No. 12570/189 - 1.637 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential

ANNEXURE 4:

Parcel Number and acreage	Commitment Status	Lease Term	User
LR. No. 12570/183 - 1.466 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
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LR. No. 12570/185 - 1.073 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/186 - 1.073 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/187 - 4.903 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential
LR. No. 12570/188 (a subdivision of LR. No. 12570)	Tsandrakant Virchand Shah and Kamlesh Virchand Shah of P.O. Box 58, Nakuru	99 years from 1/1/1985	Residential
LR. No. 12570/189 - 1.637 ha	Nakuru Industries Limited of P.O. Box 22 Nakuru	99 years from 1/4/97	Residential

COLLEGE 1812/97 DUTIES
NAIROBI

0007
HR. 040

Annexure 5a

18 JUN 2012

DEPARTMENT OF LANDS
DOCUMENT



REPUBLIC OF KENYA

1320
15.36 AB

50 ± 7
5/12/97

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75295

ANNUAL RENT: shs.6,500/-

(REVISABLE)

TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto NAKURU INDUSTRIES LIMITED, a limited liability company having its registered office at NAKURU (Post-Office-Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement one decimal four six six (1.466) hectares/acres or thereabouts that is to say L.R. No. 12570/183.

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 121682 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven

SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings six thousand five hundred (shs.6,500/-)(REVISABLE)w.e.f. 1.4.97

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

FORM 5 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

Annexure 59

REPUBLIC OF KENYA

DISTRICT OF NAKURU

Locality *Nakuru Municipality*

Reference Map *South A-37*
A.T.C. 2

Land Reference No *12570/183*

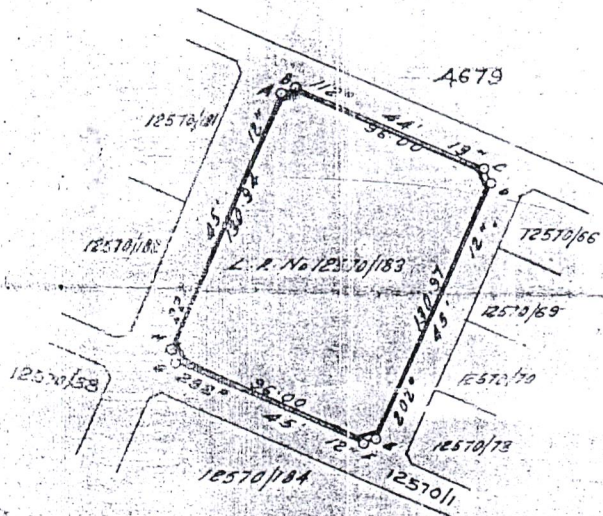
(Orig No _____)

Sub division No _____ (Orig No _____)

of Section No _____

Area = *1.466 Ha. (Approx)*

	Bearings			Distances
A-B	57	44	45	5.36
B-C	157	44	45	5.35
C-D	237	45	12	6.36
D-A	337	45	12	5.36



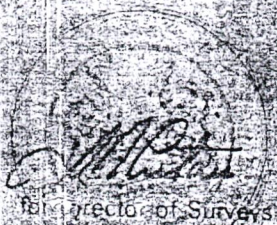
N

Certified True Copy

[Signature]
for Director of Surveys

Nairobi 30 SEPT. 1997

S.A. Harunasi
Licensed Surveyor



for Director of Surveys

Nairobi 30 December 1984

DEED PLAN No. 121682

Scale 1:2500

Traced by
Compared by

- 15. 14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 15. 15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- 15. 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5TH day of Dec
 One thousand nine hundred and ninety seven
 in the presence of:

Wilson Gacana

[Signature]
 REGISTRAR OF TITLES

LAND TITLE REGISTRY - NATIONAL KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS NO. LR. 75295/1
 Presented 18th December 1997
 Time: 15:36 Hrs
[Signature]
 Registrar of Titles
 I hereby certify this to be a true copy
 of the Original
 (1) Stamp
 Copying at
 201-
 01:08-2019

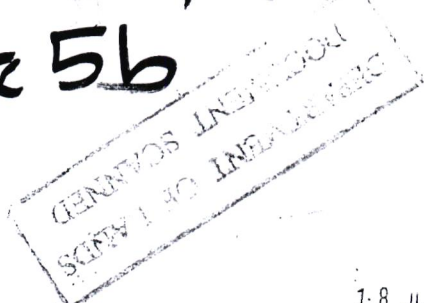
GPK (L)

REGISTRAR OF TITLES

*C. J. Manca *350*



Annexure 5b



7-8 JUN 2012



REPUBLIC OF KENYA

SD E 16
we 2/2/97

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75293
ANNUAL RENT: shs.15,500/-
TERM: 99 years from 1.4.1997

(REVISABLE)

1318
15.3545

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement three decimal nine nought six (3.906) hectares or thereabouts that is to say L.R. No. 12570/184

which said piece of land with the dimensions and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120939 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the

first Day of April One thousand nine hundred and

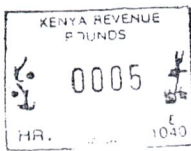
ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings fifteen thousand five hundred (shs.15,500/-) (REVISABLE) w.e.f. 1.4.97

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.



Handwritten: 15296

Amecura 5c

18 JUN 2012



REPUBLIC OF KENYA

SDS

Handwritten: 75296

THE REGISTRATION OF TITLES ACT (Chapter 281)

GRANT: Number I.R. 75296

ANNUAL RENT: SHS. 5,000/-

TERM: 99 YEARS FROM 1.4.1997

(REVISABLE)

Handwritten: 1321, 15.36

KNOW ALL MEN BY THESE PRESENTS that The President of the Republic of Kenya hereby GRANTS Unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at ~~NAKURU~~ NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in Nakuru District containing by measurement One decimal nought seven three (1.073) hectares/ares or thereabouts that is to say L.R. No. 12570/185

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120940 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the

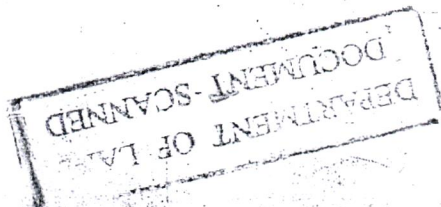
First Day of April One thousand nine hundred and

ninety-seven SUBJECT to (a) the payment in advance on the first day of January in each

year of the annual rent of shillings Five thousand (Shs.5000/-) (Revisable) w.e.f. 1.4.1997

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

P.T.O.



REPUBLIC OF KENYA

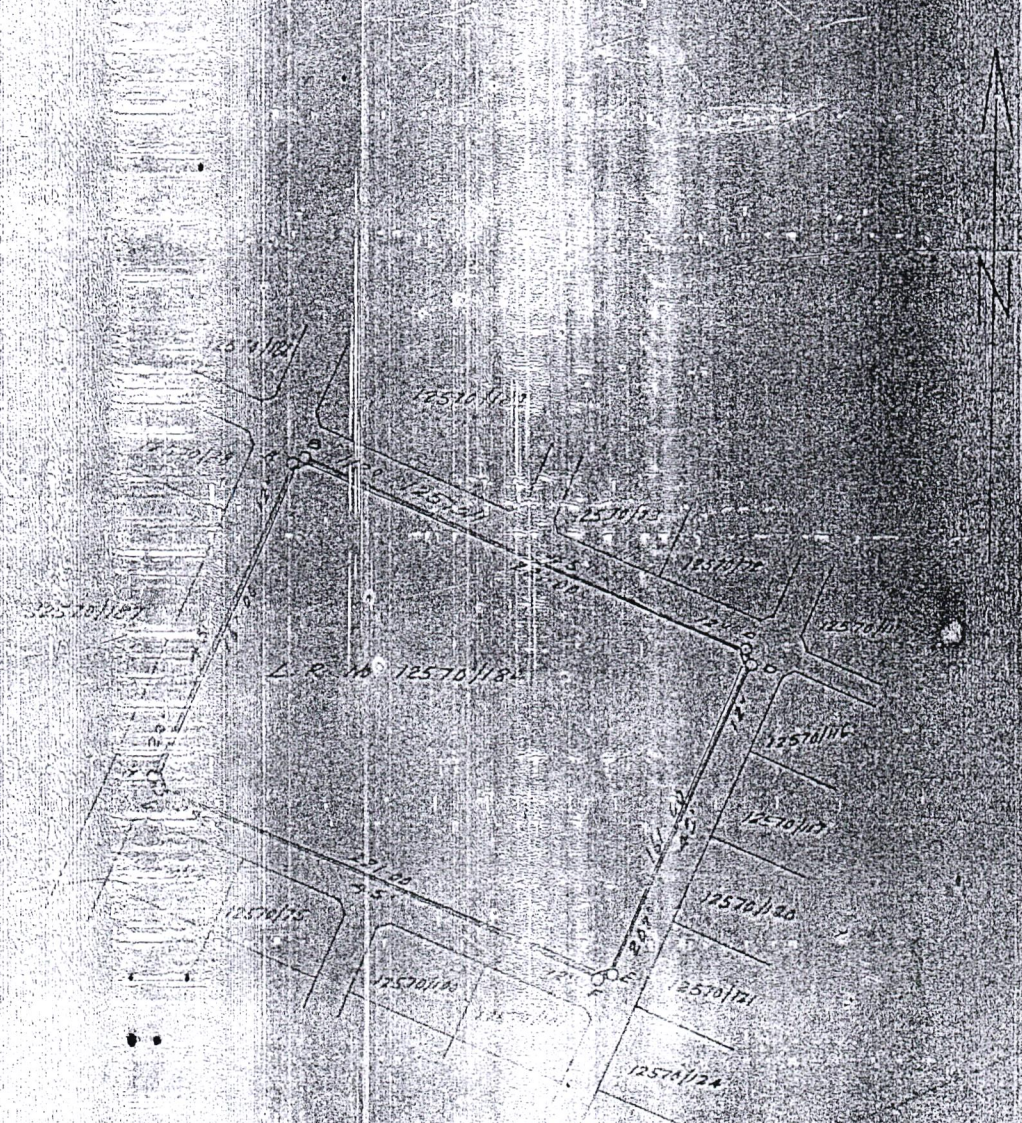
DISTRICT OF *NAKURU*
 LOCALITY *Nakuru Municipality*
 Reference Map *Sheet A 37*
A 1 E

Land Reference No *12570/18A*
 (Orig No. _____)

Sub division No. _____ (Orig No. _____)
 of Section No. _____

Area = *13.916 HA (Approx)*

REMARKS	BEARING	DISTANCE
1	<i>87° 12' 30"</i>	<i>2.56</i>
2	<i>152° 01' 00"</i>	<i>8.26</i>
3	<i>282° 15' 00"</i>	<i>8.58</i>
4	<i>335° 45' 00"</i>	<i>6.36</i>



Certified True Copy

[Signature]
 For Director of Surveys

Dated *30 SEPT 1997*

[Signature]
 Director of Surveys

[Signature]
 Licensed Surveyor

THE PLAN NO. _____

- 15. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANTA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5TH day of DEC
 One thousand nine hundred and ninety seven
 in the presence of:

[Handwritten Signature]

[Handwritten Signature]
 REGISTRAR OF TITLES

LAND TITLES REGISTRY - NAIROBI, KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS No. I.R. 75293/1
 Presented 18th December 1997
 Time: 15:35Hrs. *[Signature]*
 Registrar of Titles

Thereby certified to be a true copy
 of the Original **FOQA**
 Stamp *[Signature]*
 Copying A/c. this...
 01-08-2019

GPX (L)

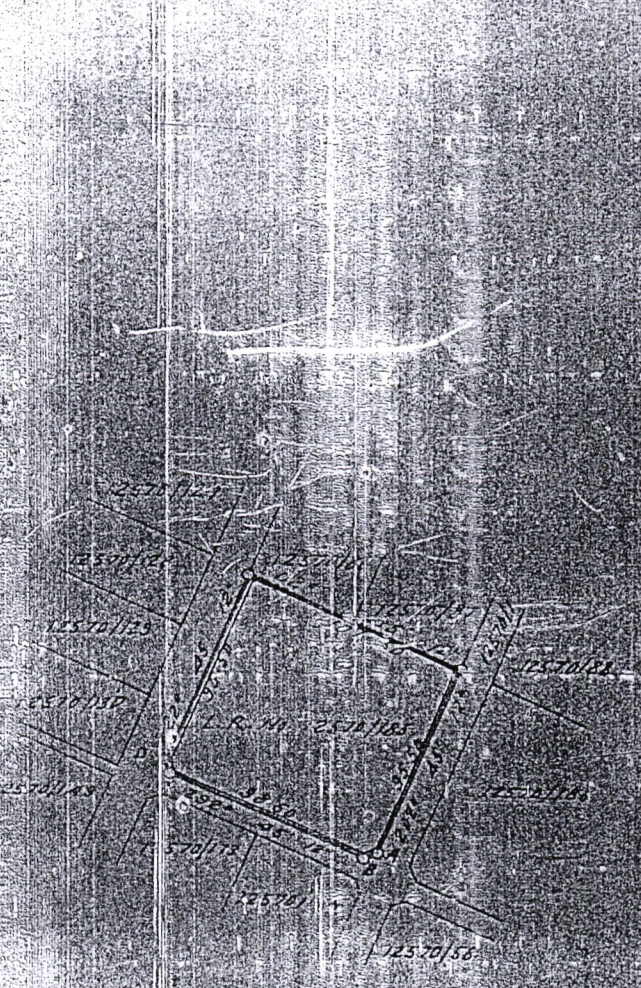
REGISTRAR OF TITLES
[Large Handwritten Signature]
 C. J. Mwangi *350

REPUBLIC OF KENYA

REGISTRY OF LANDS
Mombasa Municipality
Sub A 37 E
Plot No 271 E 2

Land Reference No. 12570/165
Orig No
Sub division No
Orig No
of Section No
Area = 1.073 Ha (Approx)

Dimensions				Area
Side	Length	Width	Area	Total Area
1	337	45	15115	636
2	337	45	15115	



Certified True Copy

[Signature]
for Director of Surveys

Date 30 SEP 94

[Signature]

for Director of Surveys

Date 5 October 1984

14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I WILSON GACANJA
the Commissioner of Lands have by order of
the President hereunto set my hand this
5TH day of DEC
One thousand nine hundred and ninety-seven
in the presence of:

REGISTRAR OF TITLES

REGISTRY - NAIROBI
REGISTRATION OF TITLES ACT
REGISTERED AS No. T.R. 75296/1
Dated 18th December 1997
Time: 15:36 Hrs.

Registrar of Titles

I hereby certify this to be a true copy
of the

FOLIA

01.08.2019

GPk (L)

REGISTRAR OF TITLES

C. A. Mwangi *350

'Annexure 5a'

DEPARTMENT OF LANDS
REGISTERED DOCUMENTS



JUN 20 1997



50 of 20
5/12/97



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75291

ANNUAL RENT: shs.20,000/-

(REVISABLE)

TERM: 99 years from 1.4.1997

1185
15.16.97

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto MAKURU INDUSTRIES LIMITED, a limited liability company having its registered office at MAKURU (Post-Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Makuru Municipality in MAKURU District containing by measurement four decimal nine nought three (4.903) hectares or thereabouts that is to say L.R. No. 12570/187

which said piece of land with the dimensions, abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120942 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven

SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings twenty thousand (shs.20,000/-) (REVISABLE) w.e.f. 1.4.97

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

REPUBLIC OF KENYA

DISTRICT OF NAKURU
 Locality NAKURU Municipality
 Reference Map South A. 37
 A. 1. C. 2

Land Reference No. 12570/187

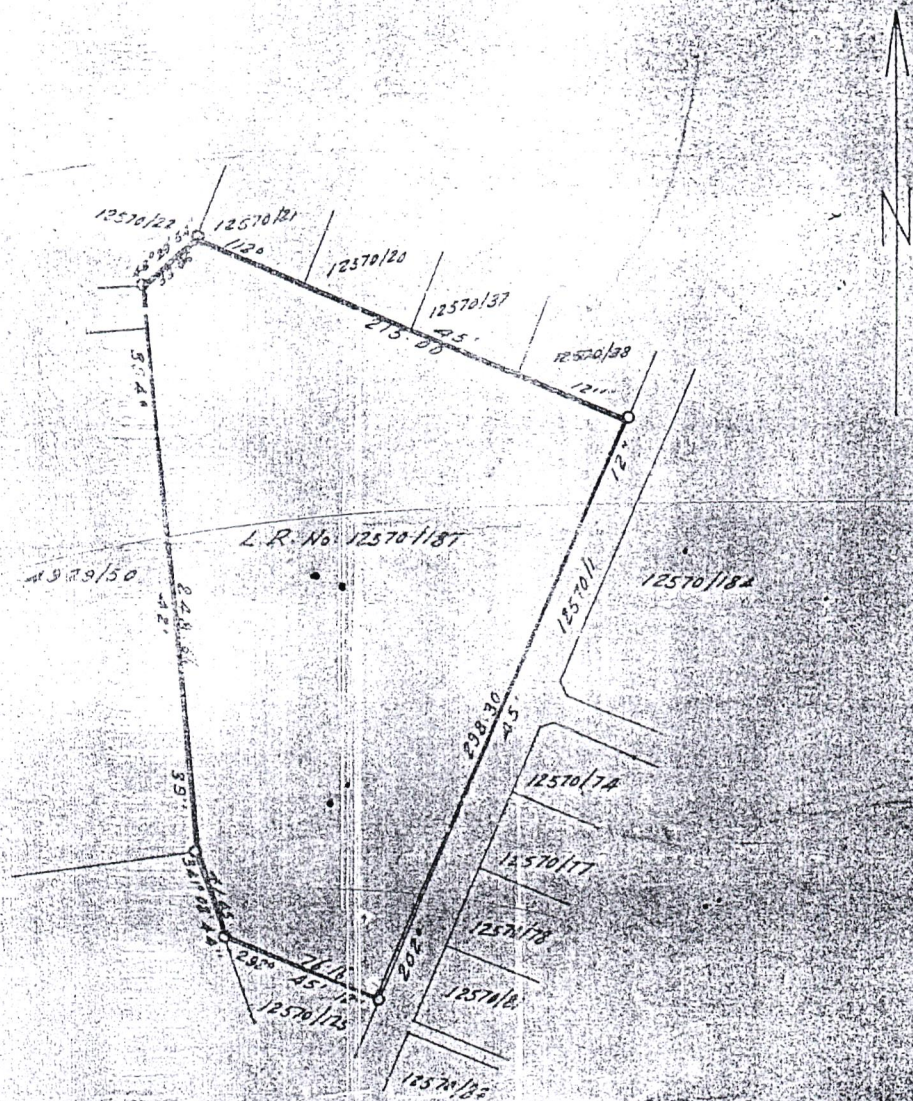
(Orig No)

Sub division No (Orig No)

of Section No

Area = 4.903 Ha. (Approx)

Bearings	Distances Metres



S. A. Harunani
 Licensed Surveyor

Certified True Copy
S. A. Harunani
 for Director of Surveys
 NAIROBI 30 SEPT 1997

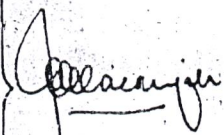
[Signature]
 Director of Surveys

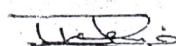
Scale 1 in 2500


DEED PLAN NO. 12570/42

- 14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I WILSON GACANJA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5TH day of DEC
 One thousand nine hundred and ninety seven
 in the presence of:





 REGISTRAR OF TITLES

LAND TITLES REGISTRY - NAIROBI, KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS No. LR. 752911
 Presented - 18th December 1997
 Time - 15:16 Hrs.

 Registrar of Titles

I hereby certify this to be a true copy
 of the Original
 FOLTA
 Copying fee: Shs.
 Shs.
 01.08.2019

GPX (L)


 REGISTRAR OF TITLES

C. J. Mwangi *350

DEPARTMENT OF LANDS
DOCUMENT SCANNED



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT
(Chapter 281)

CERTIFICATE OF TITLE

TITLE NUMBER I.R. 45577

TERM: 99 YEARS FROM 1.1.1985

ANNUAL RENT SHILLINGS 3850/= (Revisable)

I HEREBY CERTIFY that TSANDRAKANT VIRCHAND SHAH AND KAMLESH VIRCHAND SHAH

of Post Office Box 58, NAKURU

in the Republic of Kenya pursuant to a Transfer registered as Number I.R. 40889/34
*are now registered proprietor(s) as Lessee(s) As tenants in common in equal shares

from the Government of the Republic of Kenya for the term of ninety nine (99)
years from the first day of January One thousand nine hundred
and eighty five of ALL that piece of land situate in the Nakuru Municipality
in the Nakuru District containing by measurement one decimal four nine eight (1.498)
hectares ~~acres~~

~~hectares~~ or thereabouts and being Land Reference Number 12570/188

~~(Original Number)~~

as delineated on Land Survey Plan Number 120943

annexed to the said Transfer

SUBJECT however to the revisable annual rent of Shillings three thousand eight hundred fifty (Shs. 3850/-)

and to the Act Special Conditions Encumbrances and other matters specified in the Memorandum hereunder written.

IN WITNESS whereof I have hereunto set my hand and seal this 16th

day of August One thousand nine hundred and eighty eight

[Signature]
Registrar of Titles

MEMORANDUM

- (1) The Government Lands Act (Chapter 280).
- (2) The Special Conditions contained in a Grant registered as Number I.R. 40889/1
- 3. Caveats by the East African Power and Lighting Company Ltd., registered as I.R. 625/9 Easements registered as I.R. 627/16 and I.R. 19740/13.

CPK 300-4m-3/87

45577/1
16th August 88
15:53 hrs. *[Signature]*

Handwritten text at the top left of the page, possibly a title or header.

Vertical handwritten text on the right side of the page.

Small handwritten marks or characters on the right side.

Small handwritten marks or characters on the right side.

Small handwritten marks or characters on the left side.



75294/1K

Annexure 5g

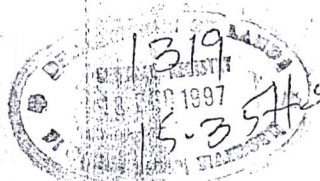
JUN 2012

DEPARTMENT OF LANDS DOCUMENT SCANNED



REPUBLIC OF KENYA

30 £ 8 5/12/97



THE REGISTRATION OF TITLES ACT (Chapter 281)

GRANT: Number I.R. 75294

ANNUAL RENT: shs.7,300/-

(REVISABLE)

TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement one decimal six three seven (1.637) hectares/rozes or thereabouts that is to say L.R. No. 12570/189

which said piece of land with the dimensions abutals and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120944 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the

first Day of April One thousand nine hundred and

ninety seven SUBJECT to (a) the payment in advance on the first day of January in each

year of the annual rent of shillings seven thousand three hundred (shs.7,300/-) (REVISABLE) w.e.f. 1.4.97

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

P.T.O.

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

Annex 5g

REPUBLIC OF KENYA

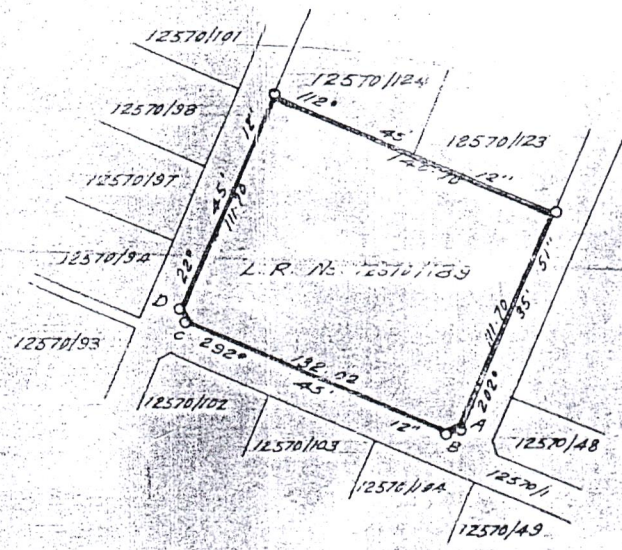
DISTRICT OF *NAKURU*
Locality *Nakuru Municipality*
Reference Map *South A. 37 2*
A-1-C

Land Reference No *12570/189*
(Orig No

Sub division No (Orig No
of Section No

	Bearings			Distances
	°	'	"	Metres
A-B	257	45	32	6.35
C-D	337	45	12	6.35

Area = *1.637* ^{sq} ~~4.73~~ H₂ (Approx.)



Certified True Copy

[Signature]

for Director of Surveys

Nairobi 30TH SEPT 1997

S. A. Harunani
Licensed Surveyor

[Signature]
for Director of Surveys

Nairobi 5 October 1984

DEED PLAN No. 120944

Scale: 1 in 2500

Traced by
Compared by *[Signature]*

1997

- 15. 15a. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 15b. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- 15c. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANJA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5th day of DEC
 One thousand nine hundred and ninety seven
 in the presence of:

[Signature]

[Signature]
 REGISTRAR OF TITLES

LAND TITLES REGISTRY - NAIROBI, KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS No. LR 75294/1
 Presented 18th December 1997
 Time: 15:35 Hrs. *[Signature]*
 Registrar of Titles

heroby certify this to be a true copy
 of the original
 ① *FOCA*
 01.08.2019

REGISTRAR OF TITLES

C. J. Maroa *350

ANNEXTURE III

**SUBMISSIONS BY THE MANAGING DIRECTOR NAKURU
INDUSTRIES LIMITED**

①

REPUBLIC OF KENYA
TWELFTH PARLIAMENT (THIRD SESSION)
THE NATIONAL ASSEMBLY
PUBLIC PETITION
(NO. 49 of 2019)

REGARDING PUBLIC ACCESS AND USE OF PUBLIC UTILITY PLOTS IN NAKURU WEST WARD
IN NAKURU

RESPONSE (BY NAKURU INDUSTRIES LTD) BY WAY OF REPLYING AFFIDAVIT

INTRODUCTION

I, RAJ P.SHAH, of P.O. Box 22, Nakuru in the Republic of Kenya make oath and state as follows: -

1. THAT I am the Managing Director of Nakuru Industries Ltd and I have full authority from the other Directors to swear this affidavit in response to the subject Petition
2. THAT we have, with the help of our long term surveyors, MS. Harunani & Associates and our Advocates on record, Ms. Mukite Musangi & Company Advocates, read and understood the subject Petition dated 4th April 2019 and filed on 11th June 2019.
3. THAT before I delve into substantive response to the same, I wish to state that the Petition and supporting Statements are founded on unsupported allegations and empty presumptions that are prejudicial to my Company. The Respondent Company asserts its Constitutional rights to property and fair process which are prejudiced by the non-factual, vague and baseless allegations in this Petition. In advancing its case the Respondent wishes to support its case with cogent historical and documentary evidence.
4. THAT for clarity, LR number 12570/188 (service station) captured in averment number 3 of the subject Petition does not belong to Nakuru Industries Ltd. The owners of the said parcel are **Tsandrakant Virchand Shah and Kamlesh Virchand Shah**. Additionally, I am alive to the fact that there exists an active Petition before the High Court of Kenya touching on that parcel of Land. For avoidance of doubt Nakuru Environment and Land Court *Petition number 88 of 2019 Tsandrakant Virchand Shah and Another vs. Nakuru County Government and 11 others*. (Attached and marked RS 1 is a copy a Court order dated 30th July 2019. The High Court Petition is set for directions on 21st November 2019).

5. **THAT** consequently, the aforesaid property should be immediately expunged from this Petition altogether as it forms the substratum of an active Petition elsewhere before a competent Court of Law with competent jurisdiction (**See paragraph above**). The matter is thus *sub judice*.

BACKGROUND OF OWNERSHIP AND LEGITIMACY OF OUR SUBJECT TITLES.

6. **THAT** at this point, it is imperative that the Honourable Committee appreciates the history of ownership of the subject parcels of land.
7. **THAT** the proposed consolidation and subdivision of the Nakuru Industries Ltd. wider plot (LR No.11264) were carried out in 1983 vide letter 19068/III/33 of 1st February, 1983 with subdivision conditions being stipulated in the Commissioner's letter and the Deed Plans which were issued on 8th October, 1984. (*Attached and marked RS 2 is a detailed letter dated 23rd January 2019 (with attachments) from our Surveyors, Harunani and Associates laying proper historical foundation and RS 3 a compiled deed Plan approved on 5th August 1983*)
8. **THAT** subsequently, negotiations were carried out between the Commissioner of Lands and our surveyors, Ms. Harunani & Associates, regarding our subject parcels of Land, that is LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186, 12570/187 and 12570/189.
9. **THAT** consequently, deed plans were surrendered and new letters of allotment were issued for LR. Nos. 12570/183, 12570/184, 12570/185, 12570/186 and 12570/189 for residential purposes and later titles were issued in the name of Nakuru Industries Ltd. (*Attached and marked RS 4 (a) is a survey Plan no. 169/12 and RS 4 (b) are the respective allotment letters with titles to the subject parcels*)
10. **THAT** in return, Nakuru Industries was to;
- (a) Build a primary School on LR. No.12570/187. (Hyrax Hill Primary School was built by Nakuru Industries Ltd.-with their own funds- and handed over to the then Nakuru Municipal Council to run and manage).
 - (b) Request for a site was made by National Museum and Hyrax Hill pre historic site was accepted.13.77 Ha (34.03 acres) is reserved for National Museum under LR No. 21973.
 - (c) Nakuru Industries Ltd have developed the Religious site and feeding centre on LR.12570/155 and LR. NO. 12570/156.
 - (d) On LR No. 12570/157, Medical diagnostic Centre has been built to help the needy, poor and less fortunate people in the society. Treatment is being dispensed at no cost.

- (e) The need for the market plot within the Industrial Area was not required as a very big market already exists within the vicinity of the Industrial area. The plot as per the approved scheme plan for open space was LR. No. 12570/185. *(see summary at page 2 of RS 2 at paragraph 7)*
- (f) LR. Nos. 12570/131-142 (12plots), total acreage 6.5 Acres approximately was consolidated (new LR. No. 12570/194-survey Plan F/R 241/11) was donated to the community, where primary and nursery schools with ancillary facilities including a sports playing ground, auditorium and a swimming pool were built at Shah Lalji Nagpar Academy.

11. THAT all the above facts are open to this Honourable Committee to carry out a site visit, if need be, for verification.
12. THAT I now wish to holistically disabuse the averments in the subject Petition as they are structured and presented in what appears to be a well orchestrated attempt to mislead this Honourable Committee through selective presentation of facts.
13. THAT I confirm the fact that various formal enquiries were made by the National Land Commission into these parcels of land and our Company co-operated fully with the NLC at every point of their enquiry.
14. THAT in a chronological response to the assertions in the subject Petition, the office of the County Coordinator (National Land Commission) wrote to us on 23rd April 2018 requesting to scrutinise our documents of ownership to the subject parcels of land in order to respond to complaints by members of the 'public civil society groups'. *(Attached and marked RS 5 is the said letter).*
15. THAT on 2nd May 2018, we responded to the above letter and informed the County Coordinator that we had instructed our surveyor to obtain all the relevant data pertaining the subject properties. *(Attached and marked RS 6 is our letter in response).*
16. THAT before our surveyors could comprehensively attend to our instructions, the County Coordinator wrote a letter dated 2nd October, 2018 to the Acting Chairperson, National Land Commission. To our surprise and dismay, the subject of the said letter contained an unfounded allegation that Nakuru Industries Ltd had 'grabbed' public utility land. *(Attached and marked RS 7 is the Coordinator's letter).*
17. THAT the County Coordinator subsequently yet again wrote a letter to us dated 8th October 2018 with additional information to the effect that LR 12570/186 was reserved for religious

purposes and could not be categorised as a public utility parcel. (*Attached and marked RS 8 is the said letter*).

18. **THAT** on 7th November, 2018, the Vice Chairperson, National Land Commission wrote to us calling for the surrender of the titles to the subject properties. We only received that letter on 6th December, 2018 *which letter was overtaken by a more detailed letter from the National Land Commission dated 11th February, 2019*. In summary, the National Land Commission in that letter, while responding to letters dated 2nd October 2018 (see paragraph 16 herein) and 7th November 2018 with that of our Surveyor (see paragraph 7 herein attachment RS 2), stated in part that;

'...our investigations from available information indicate that the public gained in the exchange of land and at the same time got further concessions from the developer to build schools, a diagnostic Centre, Religious and social Facilities and feeding Centres on Land they had donated, built and equipped for the benefit of the community. In exchange, the Government transferred and changed use of the subject parcels to residential'.

(Attached and marked RS 9 (a) is the letter dated 7th November, 2018 and RS 9 (b) is the letter dated 11th February 2019 from the National Land Commission).

19. **THAT** with the clear position above, the Office of the County Coordinator (National Land Commission) wrote to us on 14th February, 2019 endorsing our legal ownership unequivocally. The said letter stated in part that, *'...the National Land Commission has cleared you over allegations raised unless an appeal is made to the Commission, this Office cannot contradict the decision by the National Land Commissioners'.*

(Attached and marked RS10 is the all-important letter dated 14th February, 2019).

20. **THAT** is clear that the issues raised in the subject Petition were conclusively and satisfactorily addressed with our ownership receiving proper recognition by the National Land Commission.

21. **THAT** in a move inspired by the need to keep at bay the real and perceived intruders to the said properties, we instructed our Advocates on record, Ms. Mukite Musangi & Co. Advocates, to conduct official searches and subsequently place a caveat in a local daily newspaper.

(Attached and marked RS 11(a) is bundle of copies of the respective titles to our properties and endorsement stamps by the Registrar of Titles confirming status of current ownership, RS11(b) is a copy of the Caveat Notice published in Daily Nation Newspaper issue of Friday, September 20, 2019 at classified page No.41).

22. THAT I now pray that this Honourable Committee throws out the instant Petition for several reasons: -

- a) It is based on unfounded allegations.
- b) It fails to disclose material facts surrounding the issues it seeks to raise.
- c) It is a clear repetitive attempt to resuscitate issues that have been competently and conclusively determined by the NLC a body that has competent Jurisdiction to inquire into allegations of loss of Public Land.
- d) It seeks to address matters that are also pending before a competent Court of Law.
- e) It is a well-orchestrated attempt to undermine the Respondents Constitutional right to property.
- f) It is part of the continuation of a sustained campaign of harassment of the Respondent that is clearly aimed at extorting a settlement from the Respondent.
- g) The Respondent is a responsible corporate citizen that has invested in not only development of its land, but also community projects as apart of its corporate social responsibility, well above the legal requirements and should not be subjected to unwarranted harassment. It's investments on this land have generated employment for hundreds of its fellow County residents as well as communal benefits of immense value.

23. THAT that which I have deponed to hereinabove is true to the best of my knowledge, information and belief.

SWORN at NAKURU by the said)

RAJ P. SHAH)

This 22nd day of October 2019)

BEFORE ME:)



A COMMISSIONER FOR OATHS)

[Handwritten Signature]

 DEPONENT

DRAWN & FILED BY:-
 MUKITE MUSANGI & CO.,
 ADVOCATES,
 2ND FLOOR, SEGUTON BUILDING,
 P.O. BOX 149-20100
NAKURU. (REF: R67/001)
 Tel: 051-2211880, 0722 385 998
 Email: mmcnakuru@mmclaw.org

RS 77 (6)

REPUBLIC OF KENYA
IN THE ENVIRONMENT AND LAND COURT AT NAKURU
ELC CASE NUMBER 88 OF 2019

- 1. TSANDRAKANT VIRCHAND SHAH.....1ST PLAINTIFF/ APPLICANT
- 2. KAMLESH VIRCHAND SHAH2ND PLAINTIFF/ APPLICANT

VERSUS

- 1. NAKURU COUNTY GOVERNMENT.....1ST DEFENDANT/ RESPONDENT
- 2. WILSON WACHIRA MWANGI.....2ND DEFENDANT/ RESPONDENT
- 3. MAINA NYAITUGA.....3RD DEFENDANT/ RESPONDENT
- 4. SIMON NJUGUNA.....4TH DEFENDANT/ RESPONDENT
- 5. LABAN NANZUSHI.....5TH DEFENDANT/ RESPONDENT
- 6. JOHN MUTHONI.....6TH DEFENDANT/ RESPONDENT
- 7. DENNIS NJOROGE.....7TH DEFENDANT/ RESPONDENT
- 8. KENNEDY MAINA.....8TH DEFENDANT/ RESPONDENT
- 9. FRANCIS WAITITU.....9TH DEFENDANT/ RESPONDENT
- 10. JACKLINE CHEGE.....10TH DEFENDANT/ RESPONDENT
- 11. JOYCE WANJIRU.....11TH DEFENDANT/ RESPONDENT
- 12. ERICK MBURU.....12TH DEFENDANT/ RESPONDENT

ORDER

AN APPLICATION FOR ORDERS:-

- 1. That service of this application be dispensed with at first instance.
- 2. That this application be certified as urgent.
- 3. That pending the hearing of the application herein inter-partes, a temporary injunction do issue restraining the Respondents by themselves, their officers, agents, servants and any other persons acting under their directions from entering, remaining thereon or interfering with the Applicants' ownership and possession of all those parcels of land known as Land Reference Numbers 12570/188, 12570/64 and 12570/65.
- 4. That pending the hearing of the application herein inter-partes, a temporary injunction do issue restraining the Respondents by themselves, their officers, agents, servants and any other persons acting under their directions from convening, disseminating, participating or inviting participation, any process intended for the entry, remaining thereon or interference of the Applicants' ownership and possession of all those parcels of land known as Land Reference Numbers 12570/188, 12570/64 and 12570/65.

This is exhibit marked..... R.S 41/
 Referred to in the annexed affidavit / declaration
 of..... By P. Shuk
 Sworn / declared before me this..... 27th
 day of..... Nov year..... 2019
 at..... NK in the Republic of Kenya
 Commissioner for Oaths

5. That pending the hearing and determination of the suit herein, a temporary injunction do issue restraining the Respondents by themselves, their officers, agents, servants and any other persons acting under their directions from entering, remaining thereon or interfering with the Applicants' ownership and possession of all those parcels of land known as Land Reference Numbers 12570/188, 12570/64 and 12570/65.
6. That pending the hearing and determination of the suit herein, a temporary injunction do issue restraining the Respondents by themselves, their officers, agents, servants and/ or any other persons acting under their directions from convening, disseminating, participating or inviting participation, any process intended for the entry, remaining thereon or interference of the Applicants' ownership and possession of all those parcels of land known as Land Reference Numbers 12570/188, 12570/64 and 12570/65.
7. That the costs of this application be provided for.

THIS APPLICATION dated the 29th July, 2019, coming up for hearing under Certificate Of Urgency before Honourable Justice D. Ohungo, in the presence of Counsel for the Plaintiffs/Applicant, UPON READING the Notice Of Motion and the Supporting Affidavit thereof and UPON HEARING Counsel for the Plaintiffs/Applicant;

IT IS HEREBY ORDERED THAT:-

1. That pending the hearing of the application herein inter-partes, a temporary injunction is hereby issued restraining the Respondents by themselves, their officers, agents, servants and any other persons acting under their directions from entering, remaining thereon or interfering with the Applicants' ownership and possession of all those parcels of land known as Land Reference Numbers 12570/188, 12570/64 and 12570/65.
2. Inter-partes hearing on 16.9.19.

GIVEN under my HAND and SEAL of this Honourable court on this 29th day of July, 2019

HON. D. OHUNGO
JUDGE

ISSUED at NAKURU on this 30th day of July, 2019

DEPUTY REGISTRAR,
HIGH COURT OF KENYA
NAKURU



PENAL NOTICE

TAKE NOTICE that the Honourable Court has issued Order in Terms stated above. Any person acting in defiance of the Court's Orders will be liable to imprisonment for a term not exceeding 6 months.

Our Ref: 2018/51

Date 23rd January 2019

The Chairman
National Land Commission
P.O. BOX 44417
NAIROBI

RS 21
This is exhibit marked...
Referrence in the annexed affidavit / declaration
of... Raj P Shany
Sworn / declared before me this... 23/1
day of... year...
at... in the Republic of Kenya
Commissioner for Oaths

Dear Sir,

Re: PUBLIC UTILITIES – LR NO 12570 – NAKURU INDUSTRIES LTD

We refer to your letter dated 7th November 2018, Ref: NLC/CF 4224/2, copy enclosed for your reference.

You have stipulated that the Lease/Title Deeds for the above parcel to be surrendered and that the Commission will then proceed to cancel the Title without notice.

We would appreciate that before you proceed with the cancellation of the Title Deed, you should be made aware of the historical background of how these plots were reverted to Nakuru Industries.

BRIEF HISTORY:

The proposed consolidation and subdivision of the Nakuru Industries plot were carried out in 1983 vide letter 19068/III/33 of 1st February 1983 and the subdivision conditions were stipulated in the Commissioner's Letter and the Deed Plans were issued on 8th October 1984.

Subsequently the negotiations were carried out between the Commissioner of Lands and us regarding the plots stipulated in your letter Ref NCL/CF 4224/3 of 7th November 2018.

We would like to reiterate here that the said deed plans were surrendered, and new Letters of Allotments were issued for LR NOS 12570/183, 184, 185, 186 and 189 vide Commissioner of Lands Letters of Allotments 19068/VI/27, 26, 25, 24 and 29, dated 19/3/1997 respectively for residential purposes and the titles were thereafter issued in the name of Nakuru Industries Ltd. In return Nakuru Industries was to

1. Build the Primary School on LR NO. 12570/187. Hyrax Hill Primary School and Nursery School was built by Nakuru Industries Ltd at their expense and was given to the Municipal Council who currently manages and runs it.
2. Request for site was made by National Museum and Hyrax Hill prehistoric site was accepted. 13.77Ha (34.03acres) is reserved for National Museums under LR NO. 21973. Copy of the letters from Nakuru Industries Ltd dated 18/6/1996 and the letter from National Museums of Kenya dated 12/09/1996 are enclosed for ease of reference.
3. Nakuru Industries Ltd have developed the Religious site and feeding centre on LR NO. 12570/155 and LR NO. 12570/156.
4. On LR NO. 12570/157, Medical Diagnostic Centre has been built to help the needy, poor and less fortunate people in our society. They are receiving treatment at no cost.
5. The need for the market plot within the Industrial Area was not required as a very big market already exists within the vicinity of the Industrial area. The plot as per the approved scheme plan for Open Space was LR NO. 12570/185.
6. LR NOS 12570/131 - 142 (12 plots), total acreage of 6.5Acres approximately, was consolidated (new LR NO. 12570/194 - Survey Plan F/R 241/11) was donated to the Community, where Primary and Nursery Schools with ancillary facilities including a sports ground, Auditorium and a swimming pool were built as Shah Lalji Nagpar Academy.

In view of the above events, the plots were reverted to Nakuru Industries Ltd.

Herewith is the brief summary:

LR NO.	SCHEME PLAN PROVISION	UTILITY AS PER NLC LETTER	CURRENT STATUS
12570/183	NURSERY SCHOOL	MARKET	RESIDENTIAL - ALLOTTED
12570/184	OPEN SPACE WITH WATER RESERVOIR	WATER RESERVOIR	RESIDENTIAL- ALLOTTED
12570/185	OPEN SPACE	MARKET	RESIDENTIAL- ALLOTTED
12570/186	RELIGIOUS	RELIGIOUS	RELIGIOUS
12570/187	PRIMARY SCHOOL	PRIMARY SCHOOL	HYRAX PRIMARY SCHOOL
12570/188	SERVICE STATION	SERVICE STATION	NOT A PUBLIC UTILITY
12570/189	NURSERY SCHOOL	NURSERY SCHOOL	RESIDENTIAL- ALLOTTED

(11)

For ease of reference, the following documents have been enclosed:


1. Copy of your letter dated 7th November 2018, Ref: NLC/CF 4224/2.
2. Survey Plan No. 169/12 where we have highlighted the plots mentioned in your letter.
3. Copy of letter dated 8/10/2018, Ref: NLC/NKR/GEN 564 from Nakuru County confirming that LR NOS 12570/188 and 12570/186 are not reserved for public utilities.
4. Copies of Allotment Letters for LR NOS 12570/183, 184, 185, 186 and 189.
5. Letter from National Museums of Kenya confirming acceptance of LR NO. 21973 - HYRAX HILL as a prehistoric site.
6. Letter from Nakuru Industries Ltd dated 18/6/1996, donating the LR NO. 21975 to National Museum of Kenya.
7. Copy of the scheme plan when the subdivision and change of user of LR NO. 11264 - 219 acres was carried out.

Should you require further clarification please do not hesitate to contact us.

Kindly acknowledge receipt by signing the duplicate of this letter.

Thanking you for your cooperation.

Yours faithfully
HARUNANI & ASSOCIATES



S. A. HARUNANI
LICENSED LAND SURVEYOR
Encl



11a

APPENDIX

NATIONAL MUSEUMS OF KENYA



P.O. Box 40658, Nairobi, Kenya
Tel: (02) 742131/4
742161/4
Fax: +254-2-741424
Email: biodive@tt.gn.apc.org

12th September, 1996

II

Managing Director,
Nakuru Industries Ltd.,
P. O. Box 22,
NAKURU.

Dear Sir,

L.R. NO. 21973 - HYRAX HILL - PRE-HISTORIC SITE - NAKURU

Further to your letter dated 18th June, 1996, we hereby confirm that the condition proposed by you which is reproduced as follows is acceptable to us:

1. That the donated land will only be used for Museum purpose as per the provisions of the National Museums Act (Cap. 216) and the Antiquities and Monuments Act (Cap. 215).
2. We do further confirm that we shall not at any time SELL, TRANSFER OR CHARGE the said piece of land without your prior written consent.

Yours faithfully,

Dr. Mohamed Isahakia
Director/Chief Executive
National Museums of Kenya

(116)

Telegrams: "LANDS" Nairobi
 Telephone: Nairobi 27471 Ext. ...
 When replying please quote

DEPARTMENT OF LANDS
 P.O. Box 30889, NAIROBI

1st. February, 1983

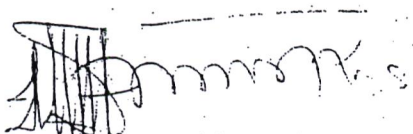
Ref. No. **19068/III/33**
 and date

M/s. Nagaria Estate Limited,
P.O. Box 22,
NAKURU.

RE: PROPOSED SUB-DIVISION AND CHANGE OF USER NO. 11264/ (219 acres) NAKURU MUNICIPALITY

With reference to my letter ref: 19068/III/31 addressed to you and the Town Clerk of Nakuru Municipal Council on the above subject and your reply ref: dated 6th January 1983. I am pleased to inform you that my provincial approval to the proposed subdivisional scheme is hereby accorded on a copy of the plan forwarded herewith subject to the following conditions being complied with:-

- a) Construction of access roads serving the said plots to a standard acceptable by the Municipal Council of Nakuru.
- b) Surrender of access roads, plots earmarked for open spaces together with other public purpose plots to the Government free of cost.
- c) Payment of enhanced annual rent in respect of each plot as may be assessed by my valuer on each plot forming part of the sub-division scheme with effect from 1st. February 1983.
- d) Surrender of the Title in exchange of separate Grants with the new user.
- e) Provision of water connection to each sub-plot.
- f) Provision to be made and accepted by the Local Authority for the disposal of sewage collection from the said plots.



(F.W.S. MWITHUKIA)
for: COMMISSIONER OF LANDS.

c.c.

The Town Clerk,
 Nakuru Municipal Council,
 P.O. Box 124,
NAKURU.

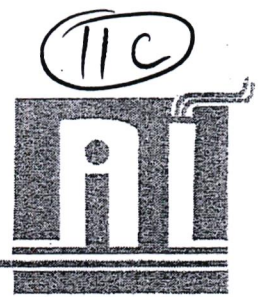
The Director of Surveys,
 NAIROBI.

The Provincial Planning Officer,
 P.O. Box 372,
 NAKURU.

M/s. Mahesh Agheda,
 Plantechinc (K) Consultant,
 P.O. Box 2529, NAKURU.

NAKURU INDUSTRIES LIMITED

MANUFACTURERS OF WOVEN & NON WOVEN BLANKETS,
FLOOR DUSTERS, PILLOWS & COTTON WOOL
P.O. BOX 22-20100, NAKURU, TEL: 254-51-2212245/6 Mobile 0772205396
E-mail: nblanket@nblanket.com



Our Ref:

Date:

NIL/ADM/308/96

18TH JUNE, 1996

THE DIRECTORS,
NATIONAL MUSEUM OF KENYA,
P.O. BOX 40658,
NAIROBI.

Dear Sir,

RE: L. R. NO. 21975

- HYRAX HILL - PRE-HISTORIC SITE - NAKURU

We are pleased to inform you that we are donating the aforesaid piece of land containing by measurement 13.77 ha or thereabouts to you for the use by you as National Museum of Kenya for the purposes of enhancing the objects of your esteemed organization and not to be put to any other usage.

WE WILL PARTICULARLY DRAW YOUR ATTENTION THAT YOU SHALL NOT AT ANY TIME SELL, TRANSFER OR CHARGE THE SAID PIECE OF LAND WITHOUT OUR PRIOR WRITTEN CONSENT.

You will also acknowledge the receipt to the gift in an appropriate manner.

Kindly sign the copy of this letter as your acceptance of the terms contained and let us have the same back to us upon receipt of which we shall write to the Commissioner of Lands to issue a letter of allocation.

All the outgoings including stand premium etc, if any will have to be borne by you.

Yours faithfully,
NAKURU INDUSTRIES LTD

Raj P. Shah
R. A. J. P. S H A H
MANAGING DIRECTOR

RPS/rn.

DIRECTORS:

.....
Raj P. Shah (Managing Director)

.....
Dipak P. Shah

.....
Ronak R. Shah

.....
Sajil D. Shah

RS '46' FILE 190772
 (18)

REPUBLIC OF KENYA.

Telegrams: "LANDS", Nairobi
 Telephone: Nairobi 718050/9

DEPARTMENT OF LANDS
 P.O. Box 30089
 NAIROBI

REGISTERED

M/s. Nakuru Industries Limited
 P.O. Box 22, NAKURU.

19th March, 1997

Ref. No. 19068/VI/27

SIR(S)/MADAM, Re: L.R. No. 12570/183 - Residential Purposes - Nakuru

LETTER OF ALLOTMENT

I have the honour to inform you that the Government, on behalf of
 County Council, hereby offers you a grant of the above plot shown edged red on the
 attached plan No. subject to your formal written acceptance of the
 following conditions and to the payment of the charges as prescribed hereunder:

AREA. 1.466 hectares (approximately).
 TERM: 99 years from the 1.4.97
 STAND PREMIUM: Sh. Nil } Subject to adjustment on survey, but
 ANNUAL RENT: Sh. 6,500.00 } there is no claim for reduction in area on
 survey.

GENERAL: This Letter of Allotment is subject to, and the grant will be made under
 the provisions of, the Government Lands Act (Cap. 280 of the Revised
 Edition the Laws of Kenya) and title will be issued under the Registration
 of Titles Act (Cap. 281) or the Registered Land Act (Cap. 300).

SPECIAL CONDITIONS: See attached.

2. I should be glad to receive your acceptance of the attached conditions together with
 banker's cheque for the amount as set out below within thirty (30) days of the postmark:

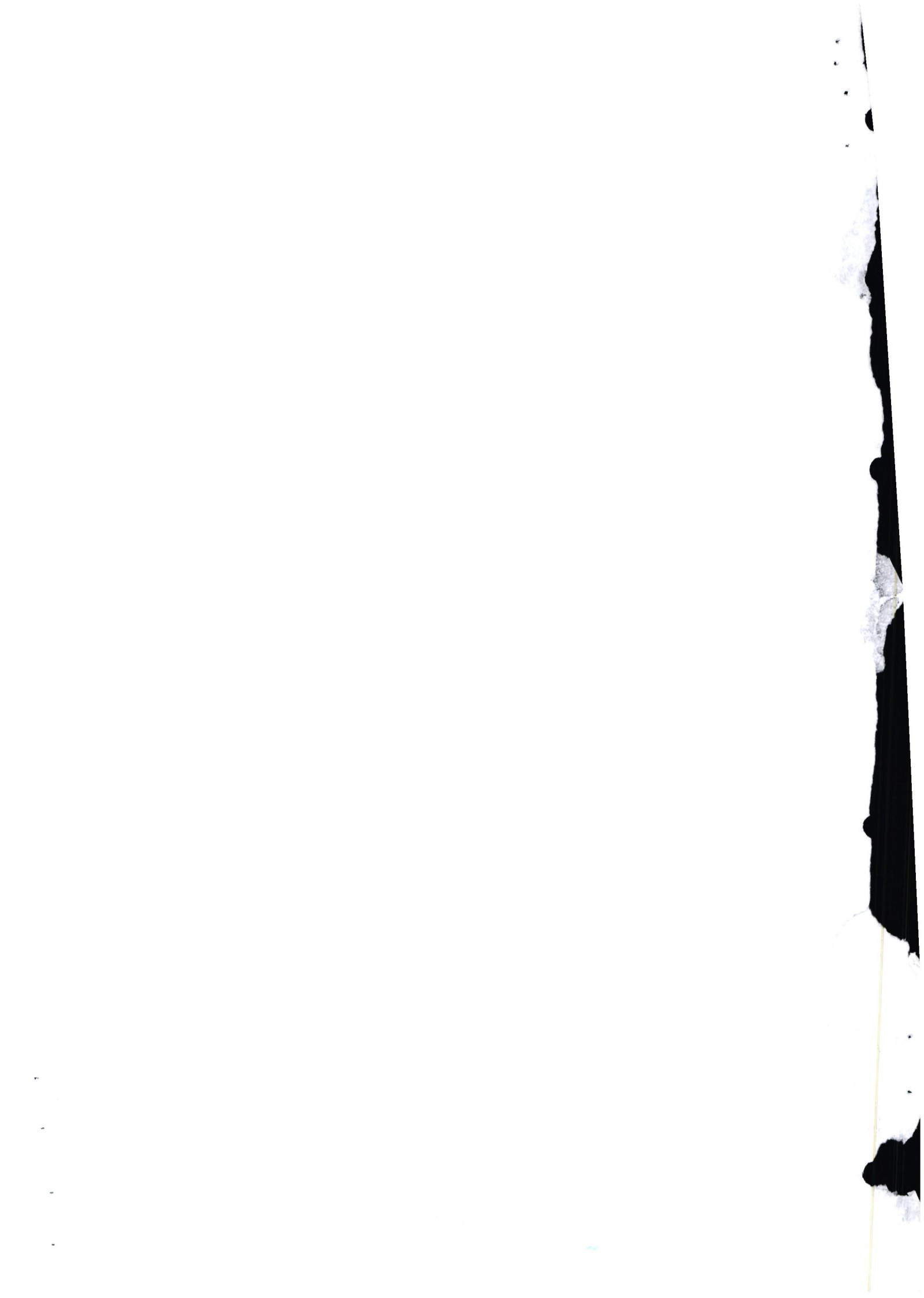
	Sh.
Stand Premium	Nil
Rent from 1.4.97 to 31.12.97	4,875.00
Conveyancing Fees	1,250.00
Registration Fees	250.00
Rates on demand ..	-
Stamp Duty	130.00
Survey Fees on demand
Road and Road Drains on demand
Others Approval fees ..	2,000.00

Receipt No. Less Deposit
 TOTAL Sh. 8,505.00

This is exhibit marked RS '46'
 Referred to in the annexed affidavit / declaration
 of Ras P. Shah
 Sworn / declared before me this 22nd
 day of Oct year 2019
 at NRM in the Republic of Kenya
 Commissioner of Lands

*Delete as appropriate.

[P.T.O]



If acceptance and payment respectively are not received within the said thirty (30) days from the date hereof the offer herein contained will be considered to have lapsed.

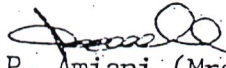
If the above plot is still unsurveyed at the time you commence building you should exercise the greatest care to ensure that any building or other works are contained within the boundaries of the plot for should you inadvertently overstep the aforesaid boundaries the cost of removal and reconstruction must be borne by you.

The issue of the Government grant or lease will be undertaken as soon as circumstances permit.

Your full name(s) in BLOCK LETTERS should be given for the purpose of the grant which will be submitted later to you. The attached special conditions form part of the offer which should be accepted in writing. The Govt. shall not accept any liability whatsoever in the event of prior commitment or otherwise.

I have the honour to be,
Sir(s)/Madam,
Your obedient servant,

Authority: Government


P. Amiani (Mrs)

.....
for Commissioner of Lands

ENCL

TO: P/S Ministry of Lands and Settlement, Nairobi

The Director of Surveys, Nairobi.

The Town Clerk. Nakuru

~~The Clerk to the Council, County Councils~~

The District Commissioner. Nakuru

The Director of Physical Planning, Nairobi.

District Land Officer. Nakuru

O/C Land Rents.

Rates Assistant.

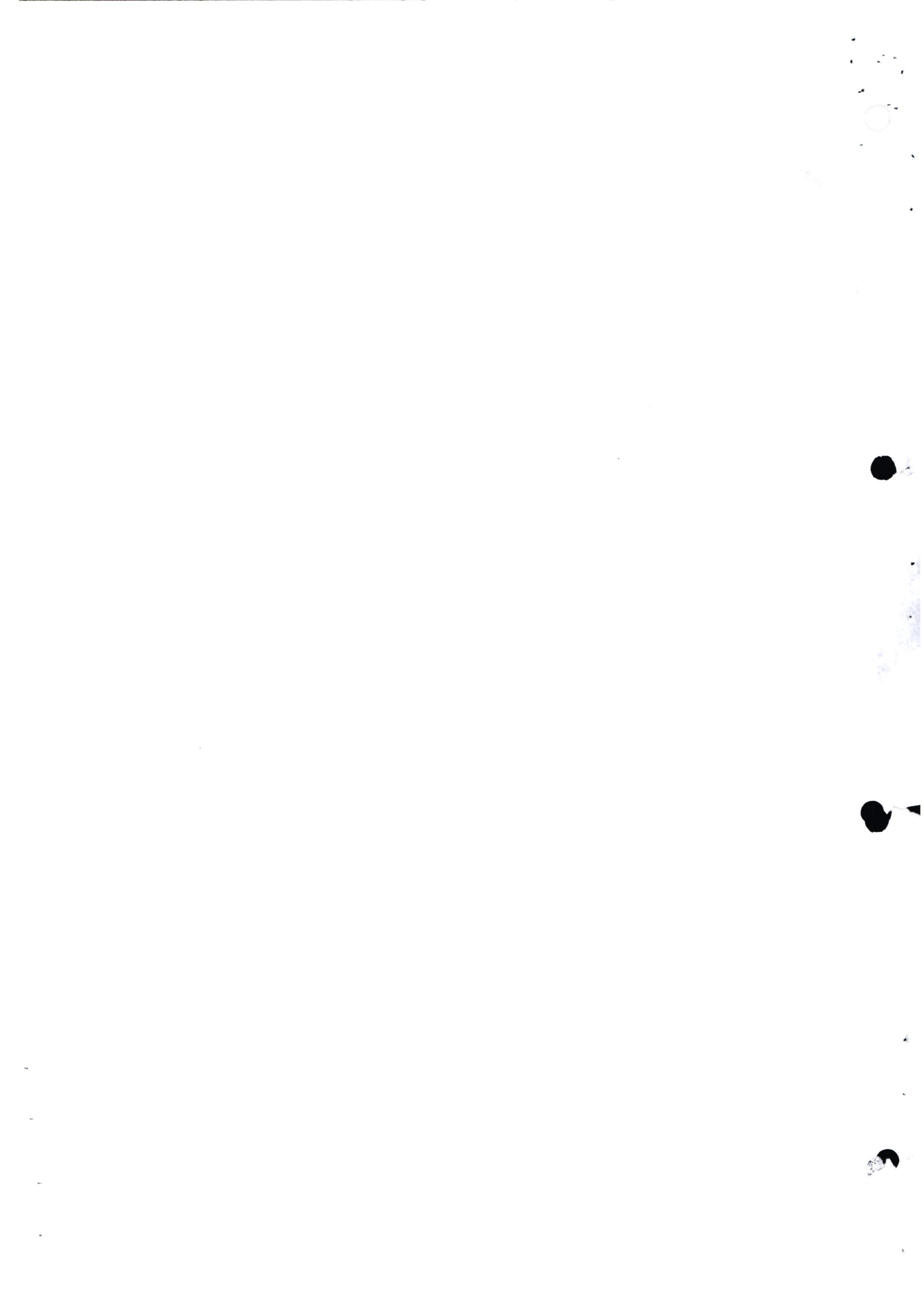
The Accountant.

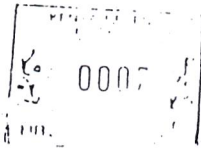
O/C Records.

Senior Plan Record Officer.

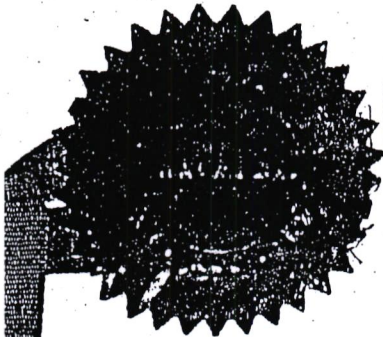
Plot File.

} All to note.





20



1320
15.36 Hrs



REPUBLIC OF KENYA

SOE 7
5/12/97

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number L.R. 75295

ANNUAL RENT: shs. 6,500/-

(REVISABLE)

TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto MAKURU INDUSTRIES LIMITED, a limited liability company having its registered office at MAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in MAKURU Municipality in MAKURU District containing by measurement one decimal four six six (1.466) hectares/aces or thereabouts that is to say L.R. No. 12570/181

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 121682 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings six thousand five hundred (shs. 6,500/-) (REVISABLE) w.e.f. 1.4.97 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

P.T.O.

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

- 15. ~~14.~~ The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- ~~15.~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- ~~16.~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANJA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5TH day of Dec
 One thousand nine hundred and ninety seven
 in the presence of:

Wilson Gacanja

[Signature]
 REGISTRAR OF TITLES

REGISTRY - NAIROBI, KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS No. I.R. 75295/1
 Processed 18th December 1997
 Time: 15:36 Hrs
[Signature]
 Registrar of Titles

23

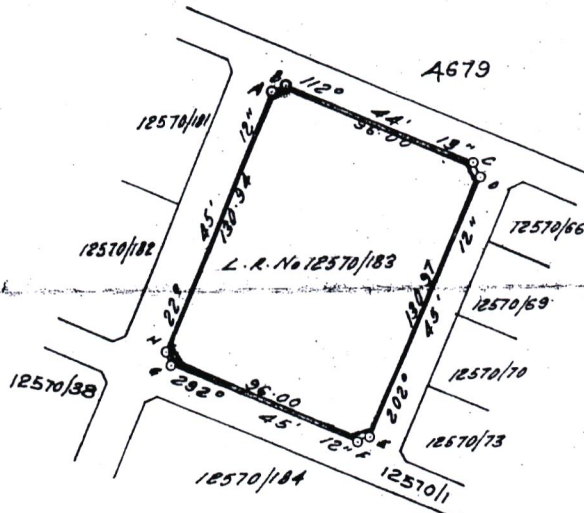
REPUBLIC OF KENYA

DISTRICT OF *NAKURU*
Locality *Nakuru Municipality*
Reference Map *South A-37*
A. I. C 2

Land Reference No *12570/183*
(Orig No _____)
Sub division No _____ (Orig No _____)
of Section No _____

	Bearings			Distances
	o	'	"	Metres
A-B	67	44	45	6.36
C-D	167	44	45	6.36
E-F	237	45	12	6.36
G-H	337	45	12	6.36

Area = *1.466 Ha. (Approx.)*



Certified True Copy

[Signature]
for Director of Surveys
TH
Nairobi 30 SEPT. 1997

S. A. Haeunani
Licensed Surveyor



Scale 1 in *2500*

Nairobi *December 1984*

Traced by _____
Compared by _____

DEED PLAN No. *121682*

FILE 190773
24

REPUBLIC OF KENYA

Telegrams: "LANDS", Nairobi
Telephone: Nairobi 718050/9

REGISTERED

DEPARTMENT OF LANDS
P.O. Box 30089
NAIROBI

M/s. Nakuru Industries Ltd.,
P.O. Box 22, NAKURU.

19th March, 1997

Ref. No. 19068/VI/26

SIR(S)/MADAM,

Re: L.R. No. 12570/184 - Residential Purposes- Nakuru

LETTER OF ALLOTMENT

I have the honour to inform you that the Government, on behalf of ~~County Council~~ hereby offers you a grant of the above plot shown edged red on the attached plan No. subject to your formal written acceptance of the following conditions and to the payment of the charges as prescribed hereunder:

AREA:	3.906	hectares (approximately).	
TERM:	99	years from the	1.4.97
STAND PREMIUM: Sh.	Nil		} Subject to adjustment on survey, but } there is no claim for reduction in area on } survey.
ANNUAL RENT: Sh.	15,500.00		

GENERAL: This Letter of Allotment is subject to, and the grant will be made under the provisions of, the Government Lands Act (Cap. 280 of the Revised Edition the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281) or the Registered Land Act (Cap. 300).

SPECIAL CONDITIONS: See attached.

2. I should be glad to receive your acceptance of the attached conditions together with banker's cheque for the amount as set out below within thirty (30) days of the postmark:

	Sh.
Stand Premium	Nil
Rent from 1.4.97 to 31.12.97	11,625.00
Conveyancing Fees	1,250.00
Registration Fees	250.00
Rates on demand	-
Stamp Duty	310.00
Survey Fees on demand	-
Road and Road Drains on demand	-
Others Approval fees ..	2,000.00

Receipt No. Less Deposit

TOTAL Sh. 15,435.00

[P.T.O

*Delete as appropriate.

25

If acceptance and payment respectively are not received within the said thirty (30) days from the date hereof the offer herein contained will be considered to have lapsed.

If the above plot is still unsurveyed at the time you commence building you should exercise the greatest care to ensure that any building or other works are contained within the boundaries of the plot for should you inadvertently overstep the aforesaid boundaries the cost of removal and reconstruction must be borne by you.

The issue of the Government grant or lease will be undertaken as soon as circumstances permit.

Your full name(s) in BLOCK LETTERS should be given for the purpose of the grant which will be submitted later to you. The attached special conditions form part of the offer which should be accepted in writing. The Govt. shall not accept any liability whatsoever in the event of prior commitment or otherwise.

I have the honour to be,
Sir(s)/Madam,
Your obedient servant,

Authority: Government


P. Amiani (Mrs)

for Commissioner of Lands

ENCL

TO: P/S Ministry of Lands and Settlement, Nairobi

The Director of Surveys, Nairobi.

The Town Clerk. Nakuru

~~The Clerk to the Council, County Council of~~

The District Commissioner. Nakuru

The Director of Physical Planning, Nairobi.

District Land Officer. Nakuru

O/C Land Rents:

Rates Assistant.

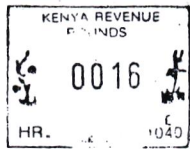
The Accountant.

O/C Records.

Senior Plan Record Officer.

Plot File.

} All to note.



26



REPUBLIC OF KENYA

SD E 16
12/12/97

THE REGISTRATION OF TITLES ACT
(Chapter 281)

1318
15.35/15

GRANT: Number I.R. 75293
ANNUAL RENT: shs.15,500/-
TERM: 99 years from 1.4.1997

(REVISABLE)

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement three decimal nine nought six (3.906) hectares or thereabouts that is to say L.R. No. 12570/184

which said piece of land with the dimensions and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120939 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the

first Day of April One thousand nine hundred and

ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings fifteen thousand five hundred (shs.15,500/-) (REVISABLE) w.e.f. 1.4.97 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

15. ~~14~~ The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

~~15~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.

~~16~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANJA
the Commissioner of Lands have by order of
the President hereunto set my hand this
5TH day of DEC.
One thousand nine hundred and ninety seven
in the presence of:

REGISTRAR OF TITLES

REGISTRAR OF TITLES
75293/1
18th December 1997
Time: 15:35 Hrs.
Registrar of Titles

REPUBLIC OF KENYA

59

DISTRICT OF *NAKURU*
 Locality *Nakuru Municipality*
 Reference Map *South A. 972*
A 1 C. 2

Land Reference No. *12570/104*

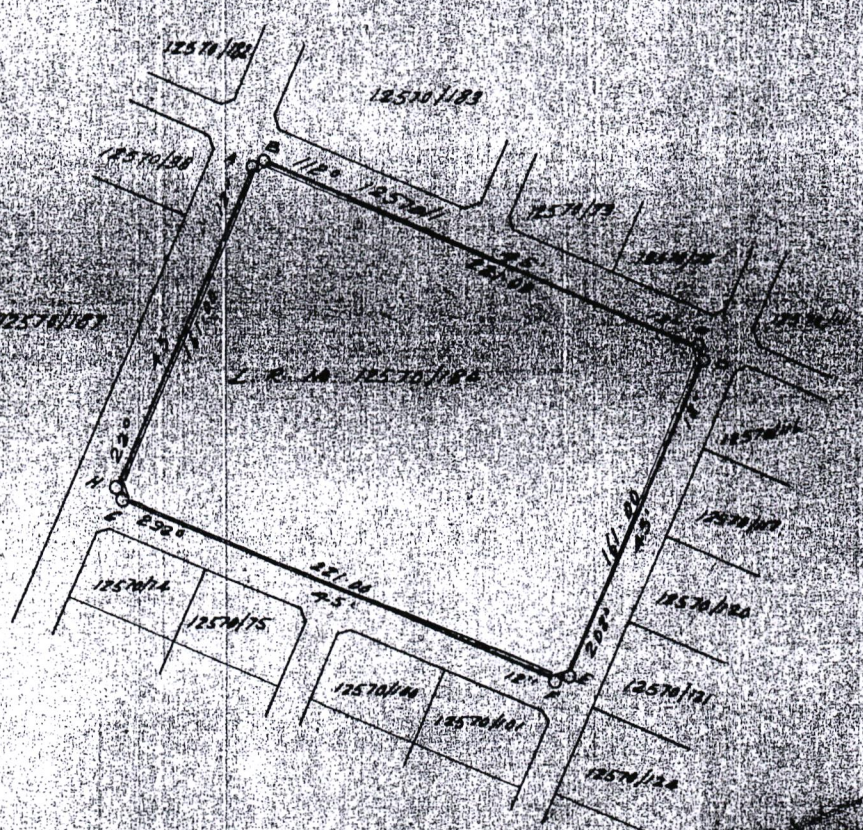
(Orig No.

Sub division No (Orig No.

of Section No.

Area = *3.906 Ha. (Approx.)*

	Bearing			Distance
	°	'	"	Metres
A-B	87	43	12	6.36
B-D	157	43	12	6.36
E-F	247	45	12	6.36
G-H	337	45	12	6.36



Certified True Copy

[Signature]
 Mr. Director of Surveys
 Nairobi 30 Sept 1959

S. A. Harunani
 Licensed Surveyor

Scale 1:2500

Traced by
 Compared by *[Signature]*

DEED PLAN

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REPUBLIC OF KENYA

36

Telegrams: "LANDS", Nairobi
Telephone: Nairobi 718050/9

DEPARTMENT OF LANDS
P.O. Box 30089
NAIROBI

M/s. Nakuru Industries Ltd.,
P.O. Box 22, NAKURU.

19th March, 1997

Ref. No. 19068/VI/25

SIR(S)/MADAM,

Re: L.R. No. 12570/185 - Residential Purposes- Nakuru

LETTER OF ALLOTMENT

I have the honour to inform you that the Government, on behalf of ~~County Council~~ County Council, hereby offers you a grant of the above plot shown edged red on the attached plan No. 799/83 subject to your formal written acceptance of the following conditions and to the payment of the charges as prescribed hereunder:

AREA. 1.073 hectares (approximately).

TERM: 99 years from the 1.4.97

STAND PREMIUM: Sh. Nil

ANNUAL RENT: Sh. 5000.00

} Subject to adjustment on survey, but there is no claim for reduction in area on survey.

GENERAL: This Letter of Allotment is subject to, and the grant will be made under the provisions of, the Government Lands Act (Cap. 280 of the Revised Edition the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281) or the Registered Land Act (Cap. 300).

SPECIAL CONDITIONS: See attached.

2. I should be glad to receive your acceptance of the attached conditions together with banker's cheque for the amount as set out below within thirty (30) days of the postmark:

	Sh.
Stand Premium	Nil
Rent from 1.4.97 to 31.12.97	3,750.00
Conveyancing Fees	1,250.00
Registration Fees	250.00
Rates on demand	-
Stamp Duty	100.00
Survey Fees on demand	-
Road and Road Drains on demand	-
Others Approval fees	2,000.00

Receipt No. Less Deposit

TOTAL Sh.

7,350.00

[P.T.O

*Delete as appropriate.

31

If acceptance and payment respectively are not received within the said thirty (30) days from the date hereof the offer herein contained will be considered to have lapsed.

If the above plot is still unsurveyed at the time you commence building you should exercise the greatest care to ensure that any building or other works are contained within the boundaries of the plot for should you inadvertently overstep the aforesaid boundaries the cost of removal and reconstruction must be borne by you.

The issue of the Government grant or lease will be undertaken as soon as circumstances permit.

Your full name(s) in BLOCK LETTERS should be given for the purpose of the grant which will be submitted later to you. The attached special conditions form part of the offer which should be accepted in writing. The Govt. shall not accept any liability whatsoever in the event of prior commitment or otherwise.

I have the honour to be,
Sir(s)/Madam,
Your obedient servant,

Authority: Government


P. Amiani (Mrs)

for Commissioner of Lands

ENCL

Y TO: P/S Ministry of Lands and Settlement, Nairobi

The Director of Surveys, Nairobi.

The Town Clerk. Nakuru.

~~The Clerk to the Council, County Council of~~

The District Commissioner. Nakuru

The Director of Physical Planning, Nairobi.

District Land Officer. Nakuru.

O/C Land Rents.

Rates Assistant.

The Accountant.

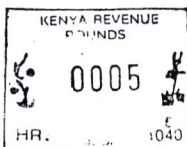
O/C Records.

Senior Plan Record Officer.

Plot File.

All to note.

GPK (L)



32



REPUBLIC OF KENYA

SOES
JES/1995

THE REGISTRATION OF TITLES ACT
(Chapter 281)

1321
15.3649

GRANT: Number I.R. 75296

ANNUAL RENT: SHS. 5,000/- (REVISABLE)

TERM: 99 YEARS FROM 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that The President of the Republic of Kenya hereby GRANTS Unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at ~~NAKURU~~ NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in Nakuru District containing by measurement One decimal nought seven three (1.073) hectares/~~acres~~ or thereabouts that is to say L.R. No. 12570/185

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120940 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the First Day of April One thousand nine hundred and ninety-seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings Five thousand (Shs.5000/-) (Revisable) w.e.f. 1.4.1997 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

33

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes.
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.

14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

~~14.~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.

15. ~~15.~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I WILSON GACANJA
the Commissioner of Lands have by order of
the President hereunto set my hand this
5TH day of DEC
One thousand nine hundred and ninety-seven
in the presence of:

Wilson Gacanja

W. G. G.
REGISTRAR OF TITLES

REGISTRY—NAIROBI, KEPT
REGISTRATION OF TITLES ACT
REGISTERED AS No. I.R. 75296/1
Produced 18th December 1997
Time: 15:36 Hrs. *FW*
Registrar of Titles

35

REPUBLIC OF KENYA

DISTRICT OF *NAKURU*
Locality *Nakuru Municipality*
Reference Map *South A 37*
A. J. C. 2

Land Reference No *12570/185*

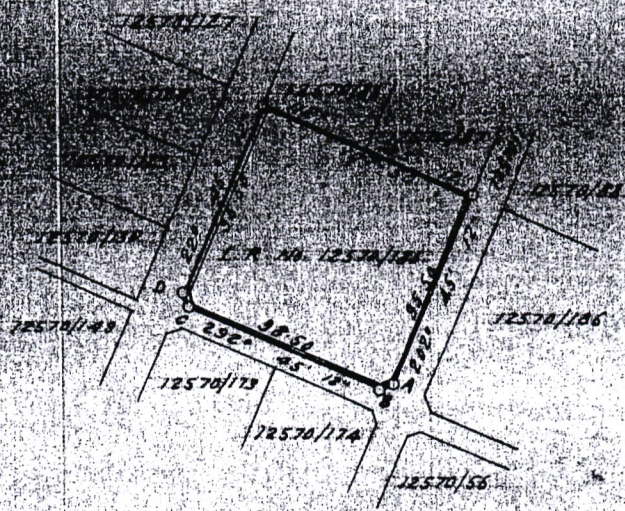
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Sub-division No (Orig No

of Section No.

Area = *1.073 Ha (Approx)*

	Bearings			Distance
	°	'	"	Metres
<i>1-B</i>	<i>242</i>	<i>45</i>	<i>12</i>	<i>6.36</i>
<i>2-D</i>	<i>337</i>	<i>45</i>	<i>12</i>	<i>6.36</i>



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S. A. Harunani
Licensed Surveyor

Certified True Copy

G. M. Mwangi
for Director of Surveys

Nairobi *30 Sept 84*

[Signature]
for Director of Surveys

Nairobi *5 October* 1984

Scale 1 in *2500*

Drawn by
Compiled by *[Signature]*

DEED PLAN No. *120940*

26

FILE NO 190774

REPUBLIC OF KENYA

Telegrams: "LANDS", Nairobi
Telephone: Nairobi 718050/9

REGISTERED

DEPARTMENT OF LANDS
P.O. Box 30089
NAIROBI

M/s. Nakuru Industries Ltd.,
P.O. Box 22, NAKURU.

19th March, 1997

Ref. No. 19068/VI/24

SIR(S)/MADAM, L.R. No. 12570/186 - Residential Purposes, Nakuru

LETTER OF ALLOTMENT

I have the honour to inform you that the Government, on behalf of
County Council, hereby offers you a grant of the above plot shown edged red on the
attached plan No. subject to your formal written acceptance of the
following conditions and to the payment of the charges as prescribed hereunder:

AREA.	1.073	hectares (approximately).	
TERM:	99	years from the	1.4.97
STAND PREMIUM: Sh.	Nil		} Subject to adjustment on survey, but there is no claim for reduction in area on survey.
ANNUAL RENT: Sh.	5000.00		

GENERAL: This Letter of Allotment is subject to, and the grant will be made under the provisions of, the Government Lands Act (Cap. 280 of the Revised Edition the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281) or the Registered Land Act (Cap. 300).

SPECIAL CONDITIONS: See attached.

2. I should be glad to receive your acceptance of the attached conditions together with banker's cheque for the amount as set out below within thirty (30) days of the postmark:

	Sh.
Stand Premium	Nil
Rent from 1.4.97 to 31.12.97	3,750.00 -
Conveyancing Fees	1,250.00
Registration Fees	250.00 -
Rates on demand	-
Stamp Duty	100.00
Survey Fees on demand	-
Road and Road Drains on demand	-
Others Approval fees	2,000.00

Receipt No. Less Deposit

TOTAL Sh. 7,350.00

[P.T.O

*Delete as appropriate.

If acceptance and payment respectively are not received within the said thirty (30) days from the date hereof the offer herein contained will be considered to have lapsed.


If the above plot is still unsurveyed at the time you commence building you should exercise the greatest care to ensure that any building or other works are contained within the boundaries of the plot for should you inadvertently overstep the aforesaid boundaries the cost of removal and reconstruction must be borne by you.

The issue of the Government grant or lease will be undertaken as soon as circumstances permit.

Your full name(s) in BLOCK LETTERS should be given for the purpose of the grant which will be submitted later to you. The attached special conditions form part of the offer which should be accepted in writing. The Govt. shall not accept any liability whatsoever in the event of prior commitment or otherwise.

I have the honour to be,
Sir(s)/Madam,
Your obedient servant,

Authority: Government


P. Amiani (Mrs)

for Commissioner of Lands

ENCL

TO: P/S Ministry of Lands and Settlement, Nairobi

The Director of Surveys, Nairobi.

The Town Clerk. Nakuru

~~The Clerk to the Council, County Council of~~

The District Commissioner. Nakuru

The Director of Physical Planning, Nairobi.

District Land Officer. Nakuru.

O/C Land Rents.

Rates Assistant.

The Accountant.

O/C Records.

Senior Plan Record Officer.

Plot File.

} All to note.

38



REPUBLIC OF KENYA

SOFS 5/497

1186
15-187/95

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75292
ANNUAL RENT: shs.5,000/- (REVISABLE)
TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto NAKURU INDUSTRIES LIMITED, a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in NAKURU Municipality in NAKURU District containing by measurement one decimal nought seven three (1.073) hectares/~~acres~~ or thereabouts that is to say L.R. No. 12570/186

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120941 deposited in the Survey Records Office at Nairobi

TO HOLD
for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings five thousand (shs.5,000/-)(REVISABLE)w.e.f. 1.4.97 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

240

15. ~~14~~ The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

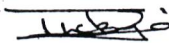
~~15~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such ~~rental~~ shall be at a rate to be determined by the Commissioner of Lands, of the unimproved ~~freehold~~ value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the ~~rate~~ in force on the 31st December, 1988 whichever is the greater.

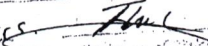
~~16~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANJA
the Commissioner of Lands have by order of
the President hereunto set my hand this
5th day of Dec
One thousand nine hundred and ninety seven
in the presence of:




REGISTRAR OF TITLES

RECEIVED BY THE REGISTRAR OF TITLES
NO. 75292/1
18th December 97
Time: 16:18hrs 

41

REPUBLIC OF KENYA

DISTRICT OF *NAKURU*
Locality *NAKURU MUNICIPALITY*
Reference Map *Sheet A 37 2*
A 1 C 2

Land Reference No. *12570/186*
(Orig No. _____)

Sub division No. _____ (Orig No. _____)
of Section No. _____

Bearings				Distances
				Metres
<i>1-B</i>	<i>247</i>	<i>45</i>	<i>12</i>	<i>6.36</i>
<i>2-D</i>	<i>337</i>	<i>46</i>	<i>12</i>	<i>6.36</i>

Area = *1.073 Ha (Approx)*

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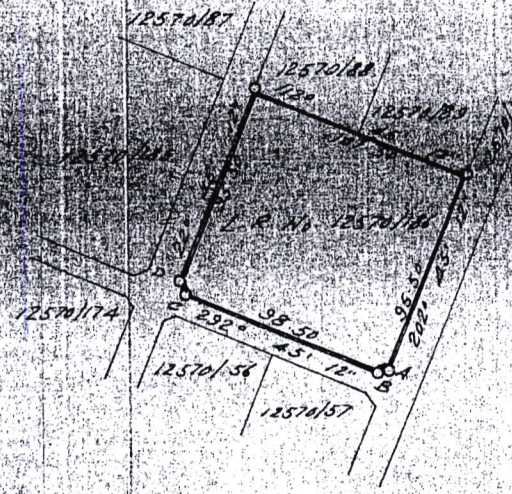
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Certified True Copy

[Signature]

for Director of Surveys

TH
Nairobi 30 SEPT 1997

S.A. Harunani
Licensed Surveyor

[Signature]
for Director of Surveys

Nairobi 5 October 1984

Scale 1 in 2500

DEED PLAN No. 120941

Traced by
Compared by *[Signature]*



File No 190776

REPUBLIC OF KENYA

Telegrams: "LANDS", Nairobi
Telephone: Nairobi 718050/9

REGISTERED

DEPARTMENT OF LANDS
P.O. Box 30089
NAIROBI

M/s. Nakuru Industries Ltd.,
P.O. Box 22, NAKURU.

19th March, 19 97

Ref. No.19068/VI/29.....

SIR(S)/MADAM, Re: L.R. No. 12570/189 [Residential Purposes - Nakuru

LETTER OF ALLOTMENT

I have the honour to inform you that the Government, on behalf of ~~County Council~~, hereby offers you a grant of the above plot shown edged red on the attached plan No. subject to your formal written acceptance of the following conditions and to the payment of the charges as prescribed hereunder:

AREA: 1.637	hectares (approximately).	
TERM: 99	years from the	1.4.97
STAND PREMIUM: Sh. Nil		} Subject to adjustment on survey, but there is no claim for reduction in area on survey.
ANNUAL RENT: Sh. 7,300.00		

GENERAL: This Letter of Allotment is subject to, and the grant will be made under the provisions of, the Government Lands Act (Cap. 280 of the Revised Edition the Laws of Kenya) and title will be issued under the Registration of Titles Act (Cap. 281) or the Registered Land Act (Cap. 300).

SPECIAL CONDITIONS: See attached.

2. I should be glad to receive your acceptance of the attached conditions together with banker's cheque for the amount as set out below within thirty (30) days of the postmark:

		Sh.
Stand Premium		Nil
Rent from 1.4.97 to 31.12.97		5,475.00
Conveyancing Fees		1,250.00
Registration Fees		250.00
Rates on demand		-
Stamp Duty		146.00
Survey Fees on demand		-
Road and Road Drains On demand		-
Others Approval fees		2,000.00

Receipt No.	Less Deposit	
	TOTAL Sh.	9,121.00

[P.T.O.]

*Delete as appropriate.

If acceptance and payment respectively are not received within the said thirty (30) days from the date hereof the offer herein contained will be considered to have lapsed.

If the above plot is still unsurveyed at the time you commence building you should exercise the greatest care to ensure that any building or other works are contained within the boundaries of the plot for should you inadvertently overstep the aforesaid boundaries the cost of removal and reconstruction must be borne by you.

The issue of the Government grant or lease will be undertaken as soon as circumstances permit.

Your full name(s) in BLOCK LETTERS should be given for the purpose of the grant which will be submitted later to you. The attached special conditions form part of the offer which should be accepted in writing. The Govt. shall not accept any liability whatsoever in the event of prior commitment or otherwise.

I have the honour to be,
Sir(s)/Madam,
Your obedient servant,

Authority: Government

P. Amiani (Mrs)

for Commissioner of Lands

ENCL.

Y. TO: P/S Ministry of Lands and Settlement, Nairobi

The Director of Surveys, Nairobi.

The Town Clerk. Nakuru

~~The Clerk to the Council County Council of~~

The District Commissioner. Nakuru

The Director of Physical Planning, Nairobi.

District Land Officer. Nakuru

O/C Land Rents.

Rates Assistant.

The Accountant.

O/C Records.

Senior Plan Record Officer.

Plot File.

} All to note.



44



REPUBLIC OF KENYA

sof 8
5/12/97

1319
15.3 5Hes.

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75294
ANNUAL RENT: shs.7,300/- (REVISABLE)
TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in NAKURU Municipality in NAKURU District containing by measurement one decimal six three seven (1.637) hectares/~~xxxx~~ or thereabouts that is to say L.R. No. 12570/189

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120944 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings seven thousand three hundred (shs.7,300/-)(REVISABLE)w.e.f. 1.4.97 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]



FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

15. ~~14.~~ The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

~~15.~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.

~~16.~~ The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANJA
the Commissioner of Lands have by order of
the President hereunto set my hand this
5th day of DEC
One thousand nine hundred and ninety seven
in the presence of:

Wilson Gacanja

[Signature]
REGISTRAR OF TITLES

REGISTRY - NAIROBI, KENYA
REGISTRY ACT
REG No. LR. 75294/1
18th December 1997
Time: 15:35 Hrs
[Signature]
Registrar of Titles

47

REPUBLIC OF KENYA

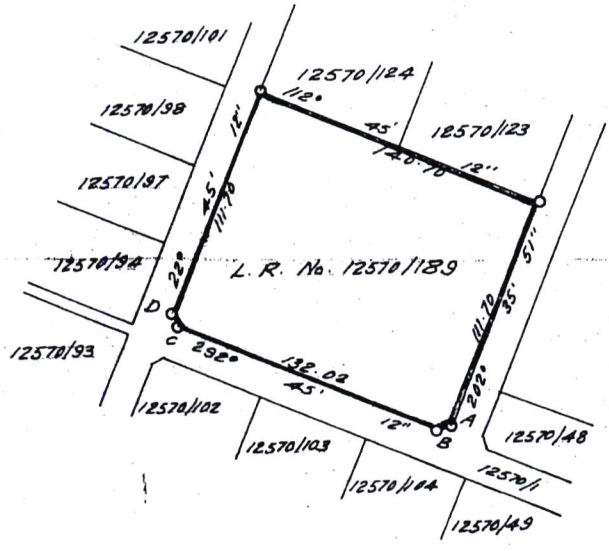
DISTRICT OF *NAKURU*
Locality *Nakuru Municipality*
Reference Map *South A 37 2*
A. I. C. 2

Land Reference No *12570/189*
(Orig No. _____)

Sub division No _____ (Orig No _____)
of Section No _____

	Bearings			Distances
	g	"	"	Metres
A-B	247	45	32	6.36
C-D	337	45	12	6.36

1.637
Area = ~~1.073~~ *1.637* H₂ (Approx.)



Certified True Copy

J. A. Harunani

for Director of Surveys

Nairobi 30 SEPT 1997

J. A. Harunani
Licensed Surveyor

J. A. Harunani
for Director of Surveys

Scale 1 in 2500

Nairobi 5 October 1984

DEED PLAN No. 120944

Traced by _____
Compared by *Harunani*

48



REPUBLIC OF KENYA



sof 20
or 5/12/97

1185
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THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75291

ANNUAL RENT: shs.20,000/-

(REVISABLE)

TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto **NAKURU INDUSTRIES LIMITED**, a limited liability company having its registered office at **NAKURU (Post Office Box Number 22)**

(hereinafter called "The Grantee") ALL that piece of land situate in **Nakuru Municipality in NAKURU District** containing by measurement **four decimal nine nought three (4.903) hectares** or thereabouts that is to say L.R. No. 12570/187

which said piece of land with the dimensions ~~abuttals~~ and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120942 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of **ninety nine (99)** years from the **first** Day of **April** **One thousand nine hundred and ninety seven** SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of **shillings twenty thousand (shs.20,000/-)** (REVISABLE) w.e.f. 1.4.97 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

(49)

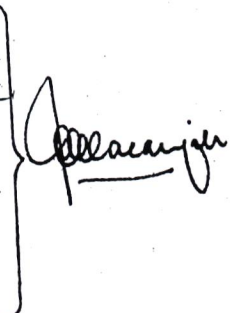
FORM 6 (Residential)

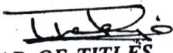
SPECIAL CONDITIONS


1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

- 15. 14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 13. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I WILSON GACANJA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5th day of Dec
 One thousand nine hundred and ninety seven
 in the presence of:




 REGISTRAR OF TITLES

REGISTRY OF TITLES--NAIROBI, KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS No. I.R. 752911
 Presented 18th December 1997
 Time: 15:16 Hrs.

 Registrar of Titles



RS '5'

(22)

**OFFICE OF THE COUNTY COORDINATOR.
NAKURU COUNTY**

ARDHI HOUSE
NGARA ROAD
P O Box 914
NAKURU.

DATE: 23rd April, 2018.

REF: NLC/NKR/GEN 466

TO
THE MANAGING DIRECTOR
NAKURU INDUSTRIES
P.O BOX 22
NAKURU

This is exhibit marked... RS '5'
Referred to in the annexed affidavit / declaration
of... RAJ P. Shah
Sworn / declared before me this... 22nd
day of... OCT year... 2019
at... Nkr in the Republic of Kenya
Commissioner of Lands

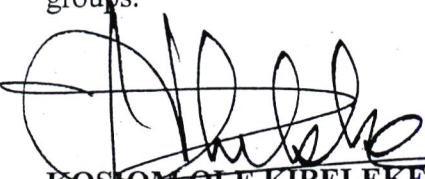
Dear Sir,

RE: OCCUPATION OF PUBLIC LAND

This office has received complaints from members of the public civil society groups over your occupation of the following parcels earmarked for public utilities;

- i. LR. No. 12568/2 – 6.821 ha. — 16.85
- ii. LR. No. 12565/3 – 7.938 ha — 19.67
- iii. LR. No. 12568/4 – not indicated.

This office therefore asks you to bring documents of ownership within seven days of this letter to enable the commission scrutinizes them for purposes of answering complaints raised by several groups.


**KOSIM OLE KIBELEKENYA
COUNTY COORDINATOR
NATIONAL LAND COMMISSION
NAKURU COUNTY**

53

RS 6'

NIL/LET/040F/2018

2nd May, 2018

TO
ATTENTION: KOSIOM OLE KIBELEKENYA
COUNTY COORDINATOR
NATIONAL LAND COMMISSION
NAKURU.

Dear Sir,

RE:- OCCUPATION OF PUBLIC LAND

Please refer to your letter dated 23rd April 2018 Ref: NLC/NKR/GEN 466.


We have instructed our surveyor to obtain all the relevant data pertaining to the above parcels. As soon as we receive them we will come back to you.

Yours faithfully
NAKURU INDUSTRIES LTD



MR. RAJU SHAH
DIRECTOR

/eb

This is exhibit marked RS 6'
Referred to in the annexed affidavit declaration
of RAJ P. Shah
Sworn / declared before me this 22nd
day of Oct year 2019
at NKU in the Republic of Kenya
Commissioner for Oaths: 

54

RS 71



**OFFICE OF THE COUNTY COORDINATOR,
NAKURU COUNTY**

ARDHI HOUSE
NGARA ROAD
P O Box 914
NAKURU.

Date: 2ND OCT, 2018.

REF: NLC/NKU/CF/GEN 552.

THE AG CHAIRPERSON
NATIONAL LAND COMMISSION
1ST NGONG ROAD
P.O BOX 44417,
NAIROBI.

This is exhibit marked RS 71
Referred to in the annexed affidavit / declaration
of Raf P. Shah
Sworn / declared before me this 22nd
day of OCT year 2019
at NKU in the Republic of Kenya
Commissioner for Lands

Dear Madam,

RE: GRABBING OF PUBLIC UTILITIES.

The above matter refers;

The leadership of Nakuru town east constituency has complained to this office over the grabbing of five public utilities by the Management of Nakuru industries.

On 18th Oct 2005 P.T. ODONGO wrote to the commissioner of lands on behalf of the town clerk Nakuru municipality over the encroachment of the following public utilities;

- I. LR NO 12570/183- Market
- II. LR NO 12570/184- Water reservoir
- III. LR NO 12570/185- Market
- IV. LR NO 12570/186- Religions
- V. LR 12570/187- Primary schools
- VI. LR 12570/188- Service station
- VII. LR 12570/189- Nursery school.

All the parcels above are under Nakuru industries limited and were supposed to have been surrendered for public use as indicated against each parcel.

This office has made efforts to recover the same vide letter NLC/NKU/GEN 466 dated 23rd April, 2018 but the management of Nakuru industries completely refused to co-operate.

25'8' (55) (3)



**OFFICE OF THE COUNTY COORDINATOR.
NAKURU COUNTY**

ARDHI HOUSE
NGARA ROAD
P O Box 914
NAKURU.

DATE: 8th October, 2018.

REF: NLC/NKR/GEN 564

TO
THE MANAGING DIRECTOR NAKURU INDUSTRIES
P.O BOX

Dear Sir,

RE: L.R. NO 12570/188 & L.R 12570 / 186 (RELIGIOUS)

The above matter refers; NLC/NKU/CF/GEN 552 Dated 2nd October, 2018.

The plots indicated above were erroneously indicated as public utilities.

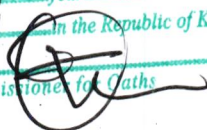
This is to confirm L.R. 12570/188 reserved for a service station and L.R. 12570/186 for religious purposes are not in the category of public utilities.

**KCSIOM OLE KIBELEKENYA
COUNTY COORDINATOR
NATIONAL LAND COMMISSION
NAKURU COUNTY**

Cc

- 1. Chairperson – National Land Commission
P.O Box 44417,
Nairobi.

This is exhibit marked 25'8'
 Referred to in the annexed affidavit / declaration
 of 205. P. Shah
 Sworn / declared before me this 22nd
 day of OCT year 2018
 at NKU in the Republic of Kenya
 Commissioner for Oaths



RS'9a'

(56)

(1)



OFFICE OF THE VICE CHAIRPERSON

ARDHI HOUSE
NGONG ROAD
P.O. Box 44417
NAIROBI

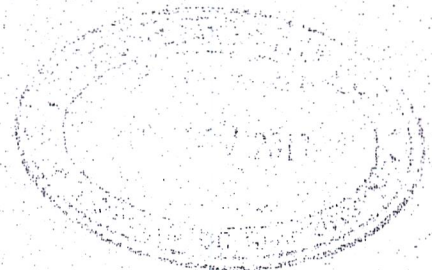
Telegrams: "MINILANDS", Nairobi

Telephone: Nairobi 2718050

Ref: NCL/CF 4224/2

Date: 7th November, 2018

The Managing Director
Nakuru Industries
P.O. Box 22
NAKURU.



Dear

RE: PUBLIC UTILITIES IN NAKURU INDUSTRIES LR NO 12570

The above matter refers.

The Commission refers to complaints raised by Nakuru town west leaders over the following public utilities you refused to surrender for public use.

1. LR No. 12570/183-Market
2. LR No. 12570/186 -Religious
3. LR No. 12570/184-Water Reservoir
4. LR No. 12570/185-Market
5. LR No. 12570/187-Primary School
6. LR No. 12570/189-Nursery School

This is exhibit marked RS'9a'
Referred to in the annexed affidavit / declaration
 of Raj P. Shah
Sworn / declared before me this 22nd
day of Oct *year* 2019
 at Nakuru *in the Republic of Kenya*
 Commissioner for Lands

The Commission expects you to surrender leases/title deeds of the parcels above failure to which the Commission shall proceed to cancel them without notice.

For your information please note that the Petrol Stations is not a public utility.

Your quick response will be appreciated.

Yours Faithfully

ABIGAEI MBAGAYA MUKOLWE (MRS.)

**AG. CHAIRPERSON
NATIONAL LAND COMMISSION.**

c.c. Frank Kibelekenya
Nakuru County Coordinator, NLC
NAKURU.

NAKURU INDUSTRIES LTD
RECEIVED
 -6 DEC 2018
 P. O. Box 22
 NAKURU



RS '96' (57)

NATIONAL LAND COMMISSION

Telegrams "MINILANDS", Nairobi
Telephone: Nairobi 2718050
When replying please quote

ARDHI HOUSE
1st NGONG AVENUE
OFF NGONG ROAD
P.O. BOX 44417
NAIROBI

REF: NLC/NAKURU/32

The County Coordinator,
National Land Commission
Ardhi House, Opp. County Government of
Nakuru Headquarters,
NAKURU.

This is exhibit marked RS '96'
Referred to in the annexed affidavit / declaration
of Raj P. Shah 11th February, 2019
Sworn / declared before me this 22nd
day of Oct year 2019
at Nku in the Republic of Kenya
Commissioner for Lands

RE: PUBLIC UTILITIES – NAKURU COUNTY LR.1250/183 AND OTHERS – NAKURU INDUSTRIES

Your letter Ref. NLC/NKU/CF/GEN 552 of 2nd October, 2018 and that of the Vice Chairperson Ref NLC/CF.4224/2 of 7th November, 2018 concerning the above matter refers. Also attached herewith for your information is a letter Ref. 2018/51 of 23rd January, 2019 from M/S. Harunani and Associates on behalf of Nakuru industries Limited.

The Commission carried out investigations on the above matter in order to determine the circumstances around the above parcels which according to the approved scheme plan submitted by M/S Nagaria Estate Limited vide Commissioner of Lands letter Ref: 19068/III/33 of 1st February, 1983 were designated public utility parcels. A survey on F/R. 169/12 allocated the following parcel numbers to the public utility parcels.

- | | | | |
|----|---------------|---|---|
| 1. | LR. 12570/183 | - | Nursery school – 1.466 Ha. |
| 2. | LR. 12170/184 | - | Open Space and Water Reservoir – 3.906 Ha. |
| 3. | LR. 12570/185 | - | Open space – 1.073 Ha. |
| 4. | LR. 12570/187 | - | Hyrax Hill Primary and Nursery School – 4.903 Ha. |
| 5. | LR. 12570/189 | - | Nursery School – 1.637 Ha. |

The letter by the Vice – Chairperson mentioned above removed LR. 12570/188 from the list of public utility parcels because an operation of a service station is not a public purpose.

On 19th march, 1997, the Commissioner of Lands did the following allocations:

1. Letter of Allotment Ref: 19068/VI/25 – LR. 12570/185
2. Letter of Allotment Ref: 19068/VI/26 – LR. 12570/184
3. Letter of Allotment Ref: 19068/VI/27 – LR. 12570/183
4. Letter of Allotment Ref: 19068/VI/29 – LR. 12570/189

It would mean that LR. Nos. 12570/183, 184,185 and 189 were all converted from public to proposed residential user. The total area of the lots is 8.082 Ha.

There is an apparent surrender of the following parcels for public use from the same scheme:

58

1. LR. No. 12570/194 (amalgamation of LRs. 12570/131 – 142 on F/R 241/11) – 3.788 Ha.
2. LR. 12570/155 – 157 – 1.1317 Ha.


The total area surrendered to the public is 4.920 Ha. There is therefore a net loss of 3.162 Ha. of public purpose land to the developer. On realizing this, the developer and the Government through the Commissioner of Lands and Nakuru Municipality negotiated and arrived at the following consensus: -

1. Nakuru Industries Limited donated LR. 21975 (adjacent to Nagaria Estate) to the National Museum of Kenya for Museum purpose free of cost. This is a 13.77 Ha. parcel of land.
2. Nakuru Industries Limited to build and equip Hyrax Hill Primary School on LR. 12570/187 and hand over the management of the school to the Municipal Council of Nakuru.
3. Nakuru Industries Limited to develop the Religious Site and Feeding Centres on LR. Nos. 12570/155 and LR. No. 12570/156 respectively, adding upto 0.7545 Ha.
4. Nakuru Industries Limited to build a Diagnostics Centre for the poor and less fortunate members of the community on parcel LR. No. 12570/157 and provide treatment at no cost to the patients. The area of this parcel 0.3773 Ha.
5. Nakuru Industries Limited to vacate the residential status of LR. Nos. 12570/131 – 142 adding up to **3.788** Ha. and convert them into a Nursery and Primary schools with ancillary facilities including a sports ground, auditorium and a swimming pool. The amalgamated parcel is LR. 12570/194 on F/R. 241/11. This is where Shah Lalji Nagpat Academy now stands.
6. LR. No. 12570/185, which was proposed as a market was vacated because there are adequate markets in the neighborhood.

The net gain by the public after the above donations and conversions is 10.608 Ha.

In summary, our investigations from available information indicate that, the public gained in the exchange of land and at the same time got further concessions from the developer to build schools, a Diagnostic Centre, religious and social facilities and feeding centres on land they donated, built and equipped for the benefit of the community. In exchange the Government transferred and changed the use of the subject parcels to residential.

The purpose of this letter is to request you to ascertain the authenticity and accuracy of the above stated information and to satisfy yourself that the processes and procedures stated above are accurate. If indeed that be the case, we see no reason why the developer should not continue enjoying their property.


COMMISSIONER ABDULKADIR KHALIF
NATIONAL LAND COMMISSION

Copy to:

Abigael Mbagaya Mukolwe (Mrs.)
Vice-chair
National Land Commission
Ardhi House
NAIROBI.

Messrs Harunani and Associates,
Licensed Land Surveyor,
NAIROBI.



RS '10'

59

**OFFICE OF THE COUNTY COORDINATOR.
NAKURU COUNTY**

ARDHI HOUSE
NGARA ROAD
P O Box 914
NAKURU.

DATE: 14th February, 2019.

REF: NLC/NKR/GEN 794

TO
THE MANAGING DIRECTOR
NAKURU INDUSTRIES LIMITED
P.O BOX 22,
NAKURU.

Received by Mr. P. M. Musingu
Company A
Date 23-1-2019
Time 11:34
Sign

Dear Sir/Madam,

RE: PUBLIC UTILITIES – LR. NO 12570/183 -189

The above matter refers; your letter REF: NLC/NAKURU/32 dated 11th February, 2019.

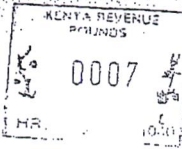
The National Land Commission has cleared you over allegations raised 'unless an appeal is made to the Commission', this office cannot contradict the decision of the National Land Commission commissioners.

**KOSIOM OLE KIBELEKENYA
COUNTY COORDINATOR
NATIONAL LAND COMMISSION
NAKURU COUNTY**

Cc.

- i. Chairman – National Land Commission
P.O Box 44417
Nairobi.
Att. Commissioner Khalif
- ii. Secretary/ CEO – National Land Commission
P.O Box 44417
Nairobi.
- iii. Harunani and Associates.

This is exhibit marked RS '10'
Referred to in the annexed affidavit / declaration
of RAJ. P. Shah
Sworn / declared before me this 22nd
day of 04 year 2019
at NKU in the Republic of Kenya
Commissioner for Oaths



60 Rs 11d



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT (Chapter 281)

GRANT: Number L.R. 75295
ANNUAL RENT: shs.6,500/- (REVISABLE)
TERM: 99 years from 1.4.1997

1320
15.36 Hs

50 ± 7
5/12/97

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants Unto NAKURU INDUSTRIES LIMITED, a limited liability company having its registered office at NAKURU (Post-Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement one decimal four six six (1.466) hectares/aces or thereabouts that is to say L.R. No. 12570/183

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 121682 deposited in the Survey Records Office at Nairobi

TO HOLD for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings six thousand five hundred (shs.6,500/-) (REVISABLE) v.e.f. 1.4.97 (b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

This is exhibit marked... Referred to in the annexed affidavit... Sworn / declared before me this day of OCT 22nd 2019 at NAKU in the Republic of Kenya
RC 119
P. Chah
Commissioner for Lands

61

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for residential purposes.
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 1 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

62

REPUBLIC OF KENYA

DISTRICT OF NAKURU

Sub-town Nakuru Municipality

Reference Map South A:37 2
2.1.1.B

Land Reference No 12570/183

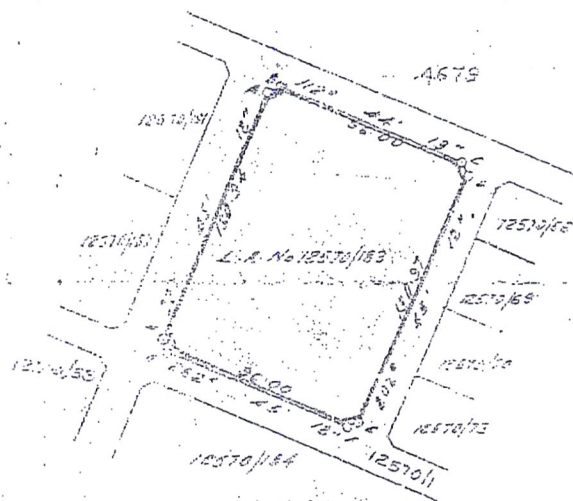
(Orig No _____)

Sub division No _____ (Orig No _____)

of Section No _____

Area = 1.465 Ha. (Approx.)

	Bearings		Distances
1-2	27	04	5.50
2-3	157	54	5.35
3-4	237	45	5.36
4-1	307	45	5.35



Certified True Copy
 [Signature]
 for Director of Surveys
 Nairobi 30 SEPT 1987

[Signature]
 for Director of Surveys

Nairobi December 1984
 DEED PLAN No. 121682

Scale 1 in 2500

300-0
 Compared by

- 14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1969 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1968 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1968 whichever is the greater.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.
- 17. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON OKANDA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 3rd day of Dec
 One thousand nine hundred and ninety seven
 in the presence of

[Signature]

REGISTRAR OF TITLES

REGISTRAR OF TITLES ACT
 1952/53
[Signature]

REGISTRAR OF TITLES

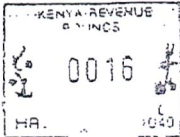
6PK (L)

I hereby certify this to be a true copy
 of the Original
 Stamp duty shs. 500/-
 Copying A/c shs. 20/-
 shs. 520/-
 23-08-2019

[Signature]

REGISTRAR OF TITLES

P. M. Mengi *089



64

9092/4
KENYA LAND REVENUE
SERIAL 30 INFLUENCED



REPUBLIC OF KENYA

1-8 JUN 2012

SD E 16
12 4-197

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75293

ANNUAL RENT: shs.15,500/-

(REVISABLE)

TERM: 99 years from 1.4.1997

15.3975

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto MAKURU INDUSTRIES LIMITED a limited liability company having its registered office at MAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Makuru Municipality in MAKURU District containing by measurement three decimal nine nought six (3.906) hectares or thereabouts that is to say L.R. No. 12570/184

which said piece of land with the dimensions, abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120939 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the

first Day of April One thousand nine hundred and

ninety seven SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings fifteen thousand five hundred (shs.15,500/-) (REVISABLE) w.e.f. 1.4.97

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

P.T.O.



65

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land; or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

66

REPUBLIC OF KENYA

Sub Division No. 1000
District No. 1000
Section No. 1000

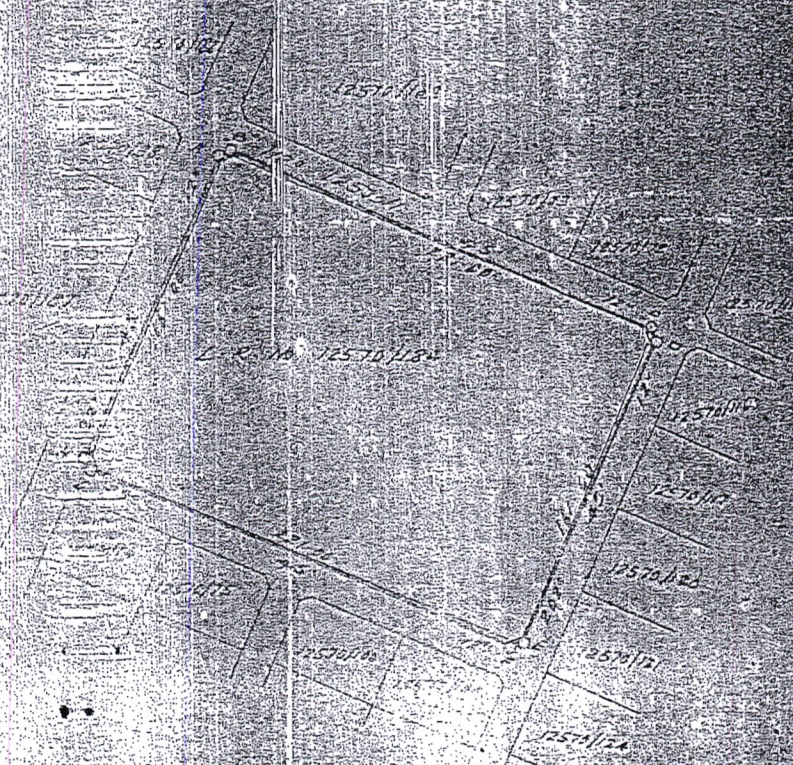
Land Reference No. 12570/1000
Orig No.

Sub Division No. 1000
District No.

Section No.

Area = 3.816 Ha (Approx)

1	12570/1000	12570/1000
2	12570/1000	12570/1000
3	12570/1000	12570/1000
4	12570/1000	12570/1000
5	12570/1000	12570/1000
6	12570/1000	12570/1000
7	12570/1000	12570/1000
8	12570/1000	12570/1000
9	12570/1000	12570/1000
10	12570/1000	12570/1000
11	12570/1000	12570/1000
12	12570/1000	12570/1000
13	12570/1000	12570/1000
14	12570/1000	12570/1000
15	12570/1000	12570/1000
16	12570/1000	12570/1000
17	12570/1000	12570/1000
18	12570/1000	12570/1000
19	12570/1000	12570/1000
20	12570/1000	12570/1000



Certified True Copy

[Signature]
Director of Surveys

Dated 30/11/1977

[Signature]
District Surveyor



- 15. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
- 15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.
- 16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I, WILSON GACANA
 the Commissioner of Lands have by order of
 the President hereunto set my hand this
 5TH day of DEC.
 One thousand nine hundred and ninety seven
 in the presence of:

[Handwritten signature]

[Handwritten signature]
 REGISTRAR OF TITLES

LANDS/TITLES REGISTRY - NAIROBI, KENYA
 REGISTRATION OF TITLES ACT
 REGISTERED AS No. LR 75293/1
 Presented 18th December 1997
 Time: 15:35Hrs
[Handwritten signature]
 Registrar of Titles

REGISTRAR OF TITLES

Theroby certify this to be a true copy
 of the Original
 stamp duty shs. 500/-
 Copying A/c shs. 20/-
 shs. 520/-
 23-08-2019

[Handwritten signature]

P. M. Mwangi *082

OPK/LJ





75296

68

18 JUN 2012



REPUBLIC OF KENYA

SOES
JES/195

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75296

ANNUAL RENT: SHS. 5,000/-

(REVISABLE)

TERM: 99 YEARS FROM 1.4.1997

132
15.36

KNOW ALL MEN BY THESE PRESENTS that The President of the Republic of Kenya hereby GRANTS unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at ~~NAKURU~~ NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in Nakuru District containing by measurement One decimal nought seven three (1.073) hectares/zeros or thereabouts that is to say L.R. No. 12570/185

which said piece of land with the dimensions abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120740 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the

First Day of April One thousand nine hundred and ninety-seven

SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings Five thousand (Shs. 5000/-) (revisable) w.e.f. 1.4.1997

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

(P.T.O.)

DEPARTMENT OF L.A.
DOCUMENT - SCANNED

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for Residential purposes.
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until approval under No. 7 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and a works serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost there pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.

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14. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephonic or telegraph wires and electric mains.

15. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 31st January, 1989 and thereafter at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I WILSON GACANJA
the Commissioner of Lands have by order of
the President hereunto set my hand this
5TH day of DEC
One thousand nine hundred and ninety-seven
in the presence of:

[Signature]

[Signature]
REGISTRAR OF TITLES

REGISTRATION OF TITLES ACT
No. 75296/1
Dated 18th December 1997
The Registrar

REGISTRAR OF TITLES

Stamp duty shs 500/-
Copying A/c shs 20/-
23-08-2019

GPX (L)

[Signature]

REGISTRAR OF TITLES

P. M. Mwangi *082

72

75292/11E
KENYA'S INVESTMENT
DEPARTMENT OF LANDS



REPUBLIC OF KENYA

18 JUN 2012

20 f 5
22 5/1/97

1186
16-18719

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. 75292
ANNUAL RENT: shs.5,000/- (REVISABLE)
TERM: 99 years from 1.4.1997

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto NAKURU INDUSTRIES LIMITED, a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement one decimal nought seven three (1.073) hectares/aces or thereabouts that is to say L.R. No. 12570/185

which said piece of land with the dimensions actuals and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120941 deposited in the Survey Records Office at Nairobi

TO HOLD
for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven
SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings five thousand (shs.5,000/-) (REVISABLE) w.e.f. 1.4.97
(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

[P.T.O.]

73

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

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15. The President or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.

The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on the 1st January, 1988 and thereafter at the expiration of every ten years of the term. Such rent shall be at a rate to be determined by the Commissioner of Lands, of the unimproved freehold value of the land as at 31st December, 1988 as assessed by the Commissioner of Lands or at the rate in force on the 31st December, 1988 whichever is the greater.

The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

16. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the term.

IN WITNESS WHEREOF I WILSON GACANIA the Commissioner of Lands have by order of the President hereunto set my hand this 5th day of Dec One thousand nine hundred and ninety seven in the presence of:

[Signature]

REGISTRAR OF TITLES

REGISTRATION OF TITLES ACT
REGISTERED AS No. LR. 75292/1
Presented 15th December 1997
Time 16:18 hrs

REGISTRAR OF TITLES

Stamp duty che 5000
Copying A/c che 200
5200
23-08-2019

GPK (1)

REGISTRAR OF TITLES

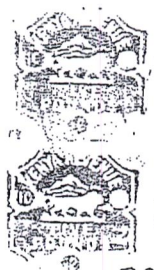
P. M. Mengi *082

76

DEPARTMENT OF LANDS
REGISTERED



REPUBLIC OF KENYA



20 of 20
51-197

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number I.R. - 75291

ANNUAL RENT: shs. 20,000/- (REVISABLE)

TERM: 99 years from 1.4.1997

15/6/97

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA
hereby Grants unto NIBURU INDUSTRIES LIMITED, a limited liability company having its
registered office at NAIROBI (Post-Office Box Number 22)

(hereinafter called "the Grantee") ALL that piece of land situate in Nakuru Municipality in
District containing by measurement four decimal nine nought three (4.903)
hectares or thereabouts that is to say L.R. No. 14570/187

which said piece of land with the dimensions, abutments and boundaries thereof is delineated on the plan annexed
hereto and more particularly on Land Survey Plan Number 120942 deposited in the Survey Records
Office at Nairobi

Shs. 20,000/-
Day of April One thousand nine hundred and

SUBJECT to (a) the payment in advance on the first day of January in each
year of the annual rent of shillings twenty thousand (shs. 20,000/-) (REVISABLE) i.e. P. 1.4.97
(b) the provisions of the Government Lands Act (Chapter 281) and (c) the following Special Conditions

P.T.O.

12570/187

77

REPUBLIC OF KENYA

DISTRICT OF *MURUKU*
Locality *Mururu Municipality*
Reference Map *Sheet A 178*

Land Reference No. *12570/187*

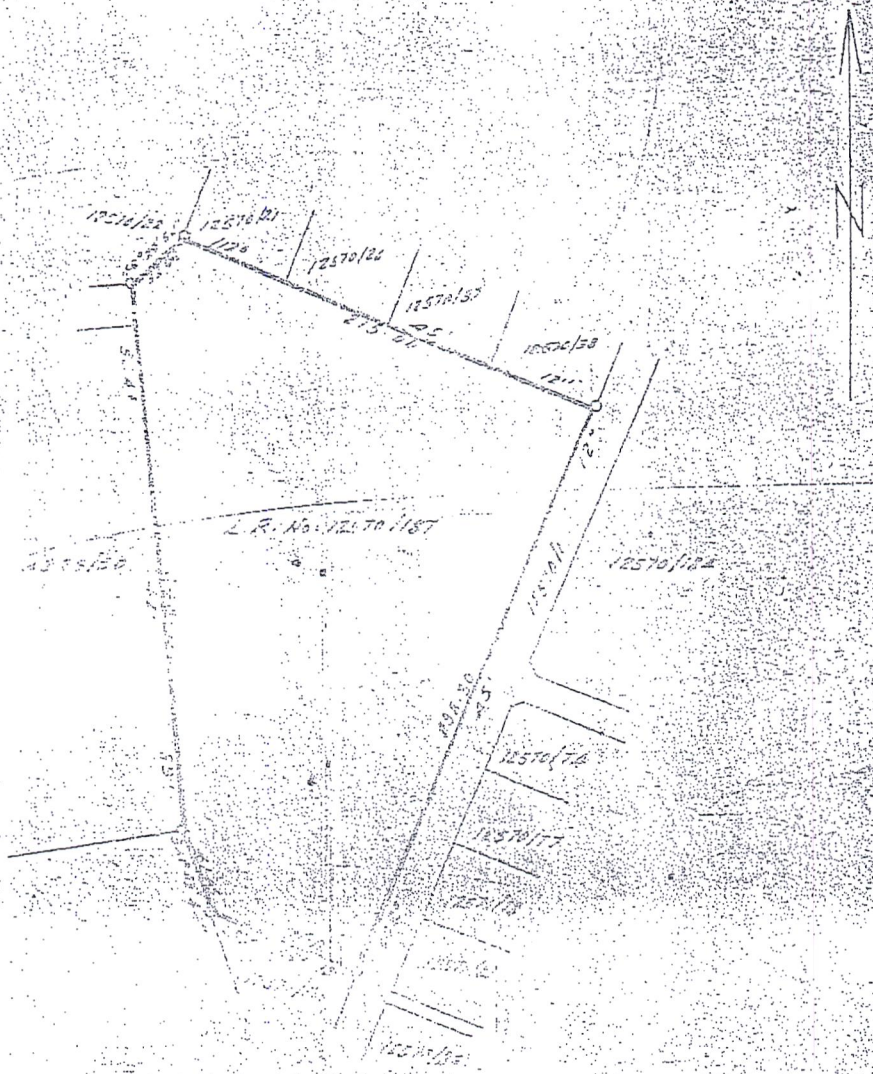
(Orig. No.)

Sub-division No. (Orig. No.)

of Section No.

Area = *4.903 Ha. (Approx)*

Bearing	Distance - Metres



Corrected True Copy
[Signature]
for Director of Surveys
Nairobi 30 SEPT 1997

J. K. Harwood
Licensed Surveyor

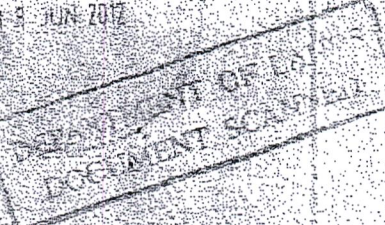
[Signature]
Director of Surveys

Scale 1:1000



79

19 JUN 2017



sof 8 5/2/97



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT
(Chapter 281)

GRANT: Number L.R. 75294

ANNUAL RENT: shs.7,300/- (REVISABLE)

TERM: 99 years from 1.4.1997

1319
1997
6.35H/s

KNOW ALL MEN BY THESE PRESENTS that THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto NAKURU INDUSTRIES LIMITED a limited liability company having its registered office at NAKURU (Post Office Box Number 22)

(hereinafter called "The Grantee") ALL that piece of land situate in Nakuru Municipality in NAKURU District containing by measurement one decimal six three seven (1.637) hectares/zones or thereabouts that is to say L.R. No. 12570/189

which said piece of land with the dimensions actuals and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 120944 deposited in the Survey Records Office at Nairobi

TO HOLD

for the term of ninety nine (99) years from the first Day of April One thousand nine hundred and ninety seven

SUBJECT to (a) the payment in advance on the first day of January in each year of the annual rent of shillings seven thousand three hundred (shs.7,300/-) (REVISABLE) w.e.f. 1.4.97

(b) the provisions of the Government Lands Act (Chapter 280) and (c) the following Special Conditions (namely):

P.T.O.

80

FORM 6 (Residential)

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the Local Authority and the Commissioner of Lands plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans drawings elevations and specifications as amended (if such be the case) by the Commissioner PROVIDED that notwithstanding anything to the contrary contained in or implied by the Government Lands Act if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commissioner of Lands or any person authorized by him on behalf of the President to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the President or the Commissioner of Lands in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.
4. Should the Grantee give notice in writing to the Commissioner of Lands that it is unable to complete the buildings within the period aforesaid the Commissioner of Lands shall (at the Grantee's expense) accept a surrender of the land comprised herein:
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant term the Commissioner of Lands shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) at any subsequent time prior to the expiration of the said building period the Commissioner of Lands shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for residential purposes
6. The buildings shall not cover more than fifty per centum of the area of land or such lesser area as may be laid down by the Local Authority in its by-laws.
7. The land shall not be used for any purpose which the Commissioner of Lands considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land, without the prior consent in writing of the Commissioner of Lands.
9. The Grantee shall not sell transfer sublet charge or part with the possession of the land or any part thereof or and buildings thereon except with the prior consent in writing of the Commissioner of Lands. No application for such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No. 2 has been performed.
10. The Grantee shall pay to the Commissioner of Lands on demand such sum as the Commissioner of Lands may estimate to be the proportionate cost of constructing all roads and drains and sewers serving or adjoining the land and the proportionate cost for the supply of both the water and the electric power and shall on completion of such construction and the ascertainment of the actual proportionate cost either pay (within 7 days of demand) or be refunded the amount by which the actual proportionate cost exceeds or falls short of the amount paid as aforesaid.
11. The Grantee shall from time to time pay to the Commissioner of Lands on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the Commissioner may assess.
12. Should the Commissioner of Lands at any time require the said roads to be constructed to a higher standard the Grantee shall pay to the Commissioner on demand such proportion of such construction as the Commissioner may assess.
13. The Grantee shall pay such rates taxes charges duties assessments or outgoings of whatever description as may be imposed charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contribution or other sum paid by the President in lieu thereof.
14. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder on 31st December, 1998 and thereafter at the expiration of every ten years of the

Term.

Handwritten scribbles and marks in the top right corner, including a circle and some illegible characters.



(81)

REPUBLIC OF KENYA

DISTRICT OF *NAKURU*
Locality *Barot Municipality*
Reference Map *South A 87 2*
A-1-C-2

Land Reference No *12570/123*

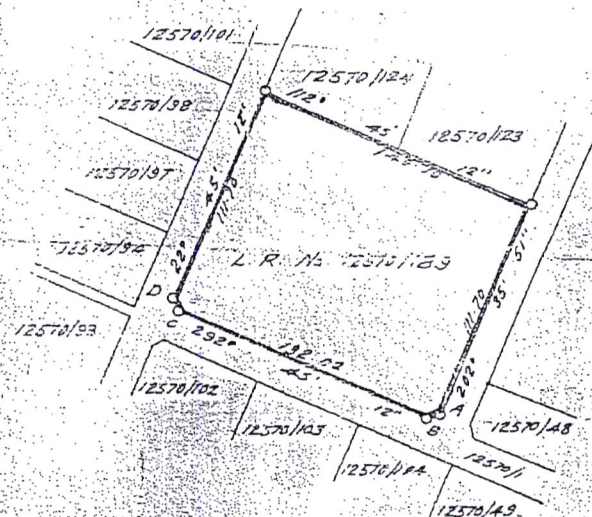
(Orig No. _____)

Sub division No (Orig No _____)

of Section No _____

Area = *1.697* ^{sq} *ft* *1.073* *HA* (Approx.)

	Bearings	Distances
A-B	327° 15'	32
B-C	337° 15'	12
C-D	357° 15'	12
D-A	327° 15'	32



Certified True Copy

[Signature]

for Director of Surveys

Nairobi 30 SEPT 1997

S. A. Harunani
Licensed Surveyor

[Signature]
for Director of Surveys

Nairobi 5 October 1984

Scale 1 in 2500

Traced by _____
Compared by _____

DEED PLAN No. 120944

