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REPUBLIC OF KENYA



THE SENATE



13TH PARLIAMENT | 5TH SESSION

DIRECTORATE OF SOCIO-ECONOMIC COMMITTEES

STANDING COMMITTEE ON ROADS, TRANSPORTATION AND
HOUSING

REPORT ON THE PETITION BY MR. CALVIN LUTHER MUNAYI AND
OTHER RESIDENTS OF JAMII BORA ESTATE, REGARDING THE TITLES
FOR THE PROPERTIES BOUGHT IN JAMII BORA ESTATE, KISAJU,
KAJIADO COUNTY

PAPERS LAID	
DATE	23/9/2026
TABLED BY	Chairperson
COMMITTEE	—
CLERK AT THE TABLE	177 & ent

Rt. Hon. Speaker
You may approve for tabling
J. M. Nyegenye, C.B.S.,
Clerk of the senate/secretary, PSC
Date: 18/09/26

Clerk's Chambers,
Parliament Buildings,
NAIROBI.

SEPTEMBER, 2026



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LIST OF ABBREVIATIONS/ACRONYMS

CBO	Community Based Organisation
CEO	Chief Executive Officer
CG	County Government
ICESCR	International Covenant on Economic, Social and Cultural Rights
JB	Jamii Bora
JBCT	Jamii Bora Charitable Trust
JBE	Jamii Bora Estate
JBT	Jamii Bora Trust
KAA	Kenya Airports Authority
KCAA	Kenya Civil Aviation Authority
KeNHA	Kenya National Highways Authority
KeRRA	Kenya Rural Roads Authority
KRB	Kenya Roads Board
KRC	Kenya Railways Corporation
KSV	Kisaju View Park
KURA	Kenya Urban Roads Authority
L. R	Land Registries
NCA	National Construction Authority
NTSA	National Transport Safety Authority
SO	Standing Orders
SACCO	Savings and Credit Cooperative Organisations
UDHR	Universal Declaration of Human Rights

LIST OF STATUTES AND REGULATIONS

1. The Constitution of Kenya (2010)
2. The Petitions to Parliament (Procedure) Act, (CAP 7E)
3. The Senate Standing Orders

PRELIMINARIES

A. Establishment and Mandate of the Committee

Article 124 (1) of the Constitution of Kenya provides that each House of Parliament may establish committees and shall make Standing Orders for the orderly conduct of its proceedings, including the proceedings of its committees.

The Senate Standing Committee on Roads, Transportation, and Housing is established under the Standing Order 228 (3) and the Fourth Schedule of the Senate Standing Orders. The Committee is mandated to consider all matters relating to Transport, Roads, public works, Housing, Construction and Maintenance of Roads, Rails and buildings, Air, Seaports and Communications¹.

B. Membership of the Committee

The Committee comprises the following member –

- | | |
|---|--------------------------|
| 1. Sen. Eddy Gicheru Oketch, MP | -Chairperson |
| 2. Sen. (Dr.) Steve Lelegwe Ltumbesi, CBS, MP | -Vice-Chairperson |
| 3. Sen. Moses Otieno Kajwang', CBS, MP | -Member |
| 4. Sen. Enoch Kiio Wambua. CBS, MP | -Member |
| 5. Sen. John Kinyua Nderitu, MP | -Member |
| 6. Sen. Mohamed Said Chute, CBS, MP | -Member |
| 7. Sen. Peris Pesi Tobiko, CBS, MP | -Member |
| 8. Sen. Miraj Abdillahi, MP | -Member |
| 9. Sen. Hamida Kibwana, MP | -Member |

C. Functions of the Committee

Pursuant to Standing Order 228 (4), the Committee is mandated to –

- a) Investigate, inquire into, and report on all matters relating to the mandate, management, activities, administration, and operations of its assigned ministries and departments;

¹ Senate Standing Order, (2023). The Government of Kenya

- b) Study the programme and policy objectives of its assigned ministries and departments, and the effectiveness of the implementation thereof;
- c) Study and review all legislation referred to it;
- d) Study, assess, and analyse the success of the ministries and departments assigned to it as measured by the results obtained as compared with their stated objectives;
- e) Consider the Budget Policy Statement in line with the Committee's mandate;
- f) Report on all appointments where the Constitution or any law requires the Senate to approve;
- g) Make reports and recommendations to the Senate as often as possible, including recommendations of proposed legislation;
- h) Consider reports of Commissions and Independent Offices submitted to the Senate pursuant to the provisions of Article 254 of the Constitution;
- i) Examine any statements raised by Senators on a matter within its mandate; and
- j) Follow up and report on the status of implementation of the resolution within their mandate.

D. Government Agencies and Departments under the purview of the Committee

In exercising its mandate, the Committee oversees the County Governments, Ministries, departments, and various Semi-Autonomous Government Agencies (SAGAs), namely

—

- 1) Ministry of Roads and Transport,
 - (i) State Department for Roads;
 - (ii) State Department for Transport; and
 - (iii) State Department for Aviation and Aerospace Development.
- 2) Ministry of Mining, Blue Economy, and Maritime Affairs – State Department for Shipping and Maritime Affairs,
- 3) Ministry of Lands, Public Works, Housing and Urban Development,
 - (i) State Department for Housing and Urban Development; and
 - (ii) State Departments for Public Works

CHAIRPERSON'S FOREWORD

Hon. Speaker,

At the Senate sitting held on Tuesday, 14th March, 2023 and in accordance with the provisions of Article 119(1) of the Constitution and standing order 236 (2) (b) of the Senate Standing Orders, the Speaker of the Senate, on behalf of the Petitioners, reported a Petition by Mr. Calvin Luther Munayi in the House.

Mr. Calvin Luther Munayi, on behalf of residents of Jamii Bora Estate, petitioned the House on delayed issuance of title deeds to residents of Jamii Bora Estate, Kisaju, in Kajiado County.

Hon. Speaker,

The Petition was referred to the Standing Committee on Roads, Transportation and Housing as per the requirements of SOs 228 (3) and 238 of the Senate Standing Orders. The Petition raises the following issues and the Petitioners highlight **THAT** –

In 2008, the Petitioners bought houses in Jamii Bora Estate, located in Kisaju, Kajiado County, from Ms. Sofia Ingrid Munro through her various Developers companies, but no title deeds have been provided to date. Letters of offer and sale agreements indicated that title deeds would be processed upon completion of payment. However, Ms. Sofia Ingrid Munro, through her various companies, maintained that the title deeds would only be issued after 20 years. Further, the Petitioners stated that attempts to report the Developer's companies on the issue of title deeds, despite some residents having completed payment, resulted in the closure of the companies or changes in their Directors.

Hon. Speaker,

The Committee considered the Petition extensively through submissions received from the Petitioners, the Developers and Affiliate Directors of Jamii Bora Estate, the Governor of Kajiado County and the Management of Kingdom Bank. The Committee also undertook a fact-finding visit to Jamii Bora Estate to ascertain the issues raised in the Petition and assess the situation on the ground.

Arising from its deliberations, the Committee observes **THAT** -

- (i) the original titles for L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995 are in the custody of Kingdom Bank and its advocates and the outstanding processes for change of user, conversion of tenure, subdivision and re-registration of charges have not been completed;
- (ii) the harmonised list of purchasers developed by the Petitioners, Developers and Kingdom Bank remains subject to verification against sale agreements, payment records and other relevant documentation; and
- (iii) the existing financing arrangements require the resultant titles to be appropriately dealt with upon subdivision to facilitate issuance of titles to purchasers who have cleared their obligations while retaining security for outstanding loans and unsold property.

Hon. Speaker,

The Committee recommends THAT –

- (i) The Developers, Ms. Sofia Ingrid Munro, Jamii Bora Scandinavia AB and Kingdom Bank enter a legally binding undertaking to facilitate the release of the title L.R. Kajiado/Kisaju/58 from the custody of Macharia Mwangi and Njeru advocates within thirty (30) days of tabling of this report;
- (ii) The Developers and Kingdom Bank enter into a legally binding undertaking in favour of the Developers in order to facilitate release and surrender of title in respect of title L.R. No. Kajiado/Kisaju/58, within thirty (30) days of the tabling of this report; and
- (iii) The Developers upon receiving the title L.R. No. Kajiado/Kisaju/58 to make necessary arrangement for conversion of the title from freehold to leasehold within two months,

Hon. Speaker,

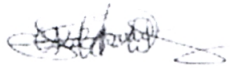
The Committee wishes to sincerely thank the offices of the Speaker and Clerk of the Senate for the necessary support provided in the discharge of its mandate, in consideration of this Petition. The Committee also extends its gratitude to the stakeholders who

participated in the submissions made to resolve this Petition. I also take this opportunity to appreciate the entire Committee for the input and commitments made towards the production of this report.

Hon. Speaker,

On behalf of the Standing Committee on Roads, Transportation and Housing, and pursuant to provisions of Standing Order 228, it is my pleasant honour to present to this House the Report of the Committee on the Petition regarding non-compensation and delayed issuance of title deeds to residents of Jamii Bora Estate, Kisaju, in Kajiado County.

SIGNED:



DATE: Wednesday, 2nd September, 2026

CHAIRPERSON: EDDY GICHERU OKETCH, MP

STANDING COMMITTEE ON ROADS, TRANSPORTATION, AND HOUSING

CHAPTER ONE: INTRODUCTION

1. The Senate received a Petition from Mr. Calvin Luther Munayi and other residents of Jamii Bora Estate, regarding non-compensation and delayed issuance of title deeds to residents of Jamii Bora Estate, Kisaju, in Kajiado County.
2. The Petition was reported to the House by the Speaker of the Senate, on Tuesday, 14th March, 2023, pursuant to standing order 236 of the Senate Standing Orders. Consequently, the Petition was committed to the Standing Committee on Roads, Transportation and Housing pursuant to standing order 238 (1) of the Senate Standing Orders. Under Standing Order 238(2), the Committee is required to table its report within sixty calendar days of the reading of the Petition.
3. The Petitioner prays that the Committee Investigates Ms. Sofia Ingrid Munro and her affiliated companies over the Jamii Bora Estate Housing Project and alleged fraudulent practices in ordered to facilitate the issuance of title deeds to house unit owners who have fully paid for their units. They also pray that they are refunded with interest for monies paid for incomplete or unbuilt housing units.

1.2 OVERVIEW OF JAMII BORA ESTATE PROJECT

4. Jamii Bora Charitable Trust (JBCT) was established in 1999, with a mission to alleviate poverty among community members through the provision of training and access to microfinance loans. It also established a Community-Based Health Insurance, that was intended to work with various mission hospitals in the country. Later, the Trust expanded its mandate to include the establishment of housing units.
5. On 5th February, 2002, JBT purchased a parcel of land, L.R. Kajiado/Kisaju/58, measuring approximately 102.5 hectares, and a title deed was issued by the Kajiado District Land Registry, on the same date, in the name of Jamii Bora Charitable Trust Registered Trustees.

6. The land was intended for the development of housing units. Later, Parcel L.R. Kajiado/Kisaju/2995, measuring 16.06 hectares, was also purchased as an additional piece of land to connect the initial parcel of land with a new bridge on the southern side of the town.
7. In 2007, the Developers, Ms. Sofia Ingrid Munro borrowed funds from various lenders including a Swedish partner, Jamii Bora Scandinavia AB, who loaned it 50 million Swedish Kroner for the construction of the housing units. Between July 2007 and 2009, 700 units were constructed, under the management of Jamii Bora Makao (JBM) Limited. In 2008 the Central Bank of Kenya introduced a rule requiring the company taking savings/deposits to be a different legal entity from the company issuing loans. On 15th August 2010, the Swedish lender demanded repayment of the loan that was to become due on 31st December, 2010. In the event of failure to which, they would take over the housing project.
8. In 2013 Jamii Bora Makao Limited changed its name to Kisaju View Park (KVP) and constructed 120 houses. Later, Jamii Bora Scandinavia AB and the related companies were put under receivership by Swedish churches. Consequently, the KVP project was closed, and the entire assets and liabilities were transferred back to Jamii Bora Trust on 19th October, 2022.
9. It is presumed that Jamii Bora Estate has over 900 homes, 500 commercial units, several churches and a mosque, a public primary school, a public secondary school, a public borehole, and public playgrounds. The purchasers highlight that they have not been given titles to their houses since the Developers started to sell them in 2008.

1.3 BACKGROUND OF THE PETITION

10. The Petition concerns residents of Jamii Bora Estate in Kisaju, Kajiado County, who purchased residential properties in 2008 through various Developers companies associated with Ms. Sofia Ingrid Munro.

11. Despite fulfilling their contractual obligations and the sale agreements that provide for the processing of title deeds upon completion of payment, title deeds have not been issued to date and therefore the Petitioners raise the following grievances against Jamii Bora Charitable Trust –
- (a) While some homeowners died without proof of house ownership to bequeath to their next of kin, the Developers of Jamii Bora Charitable Trust, Ms. Sofia Ingrid was in the process of building new houses on the same unbuilt plots for new owners, yet some houses remain unbuilt and others unfinished;
 - (b) Attempts made by the residents to report the Developers company on the issue of title deeds resulted in the closure of the existing company or a change of Directors of the existing entities. The Developers company has mutated over the years from Jamii Bora Charitable Trust to Jamii Bora Makao, then to Urbanis Africa, then to Kisaju View Park Limited, and later back to Jamii Bora Charitable Trust and its sister entities, Yawezekana Sacco and Yawezekana Housing Sacco; and
 - (c) A charge of Kshs. 100 million was secured with Kingdom Bank against the properties. This charge was ranked *pari passu* with a charge of Swedish Krona 50 million (Appendix 3) by Jamii Bora Charitable Trust to Jamii Bora Scandinavia AB, a foreign company based in Sweden, dated 25th September 2007. The charge to Kingdom Bank was effected without the knowledge of the residents, and none of the loans are being serviced.
12. The Petitioners highlight that they have sought redress through relevant authorities, but they have failed to provide a satisfactory response. The matter was also presented through a Petition during the Twelfth Parliament but was not concluded following the closure of the Developer's company, Kisaju View Park Limited, which was the main respondent to the Petition.

13. The Petitioners affirm that none of the issues raised in the Petition are pending before any court of law, constitutional body, or statutory body.
14. The Petitioners highlight that they have sought redress through relevant authorities, but they have failed to provide a satisfactory response. The matter was also presented through a Petition during the Twelfth Parliament but was not concluded following the closure of the Developers's company, Kisaju View Park Limited, which was the main respondent to the Petition. The Petitioners affirm that none of the issues raised in the Petition are pending before any court of law, constitutional body, or statutory body.

1.4 PETITIONERS' PRAYERS

15. The Petitioners pray that the Senate, through the Standing Committee of Roads, Transportation, and Housing, consider the issues and resolve the matter raised in this Petition on non-compensation and delayed issuance of title deeds to residents of Jamii Bora Estate, Kisaju, in Kajiado County. Specifically, the Petitioner(s) pray THAT –
 - (a) The Senate investigates Ms. Sofia Ingrid Munro and all her affiliated companies namely Jamii Bora Charitable Trust, Jamii Bora Makao, Urbanis Africa, Jamii bora Africa, Kisaju View Park Limited, Yawezekana SACCO and Yawezekana Housing SACCO to establish the issues revolving around Jamii Bora Estate Housing Project and any other such Developers that defraud Kenyans;
 - (b) The Senate directs Ms. Sofia Ingrid Munro to subdivide L.R. Kajiado/Kisaju/58, process and issue title deeds to all house unit owners who have completed their payments to date;
 - (c) The Senate directs Ms. Sofia Ingrid Munro to refund with interest, to date, all funds received from the public, either directly or through her companies, in relation to all incomplete and unbuilt units in Jamii Bora Estate, and further to provide proof of payment to Senate;

- (d) The Senate directs Ms. Sofia Ingrid Munro and all her affiliated companies, SACCOs, employee/servants to stop the transfer process of any parcel of land or housing units, including repossession or building any new units in Jamii Bora Estate until the matter is concluded by the Senate; and
- (e) The Senate reviews the existing legal framework to regulate the real estate sector to protect Kenyans from such investors/Developers, impose strict penalties for Developers/investors to ensure the delivery of projects as agreed and the requisite standards for buildings are adhered to as required.

1.5 LEGAL AND POLICY FRAMEWORK

1.5.1 Right to Petition

16. Standing order 231 of the Senate Standing Orders provides that-

‘a petition means a written prayer to the Senate under Article 37 or 119 of the Constitution by a member of the public requesting the Senate to consider any matter within its authority as contemplated in Articles 94 and 96 of the Constitution, including enacting, amending or repealing any legislation’.

17. Article 37 and 119 (1) of the Constitution, provide that: -

*‘every person has the right, peaceably and unarmed, to assemble, to demonstrate, to picket and to present petitions to public authorities’ and that, ‘every person has a right to Petition Parliament to consider any matter within its authority, including to enact, amend or repeal any legislation’.*²

18. The guiding procedures for submission of Petition as per 232 (1) of Senate Standing Orders requires that: -

A petition to the Senate shall be –

- a) Submitted to the Clerk by the petitioner and reported to the Senate by the Speaker; or*

² Republic of Kenya. (2010). *The Constitution of Kenya, 2010*. Kenya Law <https://new.kenyalaw.org/akn/ke/act/2010/constitution/eng@2010-09-03>

b) *Presented by a Senator on behalf of a petitioner, with the consent of the Speaker.*

19. Furthermore, the Petition to Parliament (Procedure) Act (2012) also ensures that Petitions are handled in a fair, transparent, and effective manner, and that Parliament takes into account the Petitioners' concerns. Sect 5(2) provides that: -

'a petition that is tabled in Parliament under this Act shall be considered in accordance with the Standing Orders of the relevant House'

20. Pursuant to Standing Order 238 (1) of the Senate, the Petition was committed to the Standing Committee on Roads, Transportation and Housing. The Standing Order provides that: -

'every Petition presented or reported pursuant to this Part, shall stand committed to the relevant Standing Committee'.

21. Standing Order 239 also requires the Clerk to submit a copy of the report to the Petitioner(s), within fifteen days of tabling the report in the Senate and notify the Petitioner(s) in writing.

1.5.2 Right to Property

22. Article 17 of the Universal Declaration of Human right (UDHR) recognises the right to property and stipulates that -

'everyone has the right to own property alone as well as in association with others and that nobody shall be arbitrarily deprived of their property'³. The Constitution of Kenya also provides for the right to property and highlights in Article 40(1) that 'subject to Article 65, every person has the right, either individually or in association with others, to acquire and own property;

(a) of any description; and

³United Nations (10th December, 1948) *Universal Declaration of Human Rights*. United Nations. <https://www.un.org/en/about-us/universal-declaration-of-human-rights>.

(b) in any part of Kenya’.

23. In addition, the Sectional Properties Act (2020), provides a means for units in buildings such as offices, apartments, flats, and townhouses, to be owned by individuals. The Act provides for the division of buildings into units to be owned by individual proprietors and common property to be owned by proprietors of the units as tenants in common.
24. The individual proprietors are then issued with their individual sectional titles as proof of ownership for a unit within a building and allows that Kenyan citizen can hold the title for more than 99 years.⁴ In terms of compensation, the Constitution of Kenya further provides that where there is deprivation of property, there shall be prompt payment in full of just compensation to the person whose property was deprived.

1.5.3 Right to Housing

25. In Kenya, the right to housing is enshrined in Article 43(1) (b) of the Constitution which stipulates that: - *‘every person has the right to accessible and adequate housing and reasonable standards of sanitation’*. Being a signatory to the International Covenant on Economic, Social and Cultural Rights (ICESCR), Kenya is also required to ensure socio-economic rights, including, the right to adequate and accessible housing.
26. The Housing Pillar, as envisaged in the bottom-up economic model, conforms to the third goal of SDG; Sustainable cities and communities-make cities and human settlements Inclusive, Safe, Resilient and Sustainable.

⁴ National Council for Law Reporting. (2022). *Sectional Properties Act* (Cap. 286). Kenya Law. <https://new.kenyalaw.org/akn/ke/act/2020/21/eng/@2022-12-31>

CHAPTER TWO: CONDUCT AND PROCEEDINGS OF THE COMMITTEE

27. In the consideration of the Petition, the Committee invited and received submissions from the following stakeholders –
- i. The Petitioners - Mr. Calvin Luther Munayi and other residents of Jamii Bora;
 - ii. The Developers - Ms. Sofia Ingrid Munro & affiliate Directors of Jamii Bora;
 - iii. The Governor of Kajiado County; and
 - iv. The Management of Kingdom Bank.
28. The Minutes are attached as Appendix 1 to this Report while a copy of the Petition is attached as Appendix 2.

2.1 STAKEHOLDERS' SUBMISSIONS

2.1.1 The Petitioners

29. The Committee met on 25th April, 2023, to consider the Petition and resolved to invite the Petitioners to a meeting. On 4th May, 2023, the Petitioners appeared before the Committee and made the following submissions (Appendix 3) -

a) Intimidation of Petitioner(s) who signed the Petition

30. The Petitioners alleged that following their submission of the Petition on 14th March, 2023 to the Senate, most residents were subjected to intimidation by Ms. Sofia Ingrid Munro directly and through her cohorts and servants, for the Petitioners to withdraw the Petition. The Petitioners pleaded with the Committee to protect them against such threats raised by the director of Jamii Bora and other suspected security officers.

b) Mutation of Developers' Companies

31. The Petitioners also informed the Committee of the sudden mutation of the names and management of the Developers' companies, since 2008. At its initial phase, the company started back in 1999 as Jamii Bora Charitable Trust and shortly shifted to Jamii Bora Trust in 2000.

32. In 2007, the company changed its name to Jamii Bora Makao Limited, as a low-income housing provider in Kaputei, Kajiado County. This housing project targeted the low-income earners, among them being the Petitioners, who joined in 2008. Jamii Bora Makao Limited was under the management of Mr. Wagane Diouf, the Managing Director of Urbanis Africa.
33. The Petitioners also informed the Committee of the sudden mutation of the names and management of the Developers's companies, since 2008. At its initial phase, the company started back in 1999 as Jamii Bora Charitable Trust and shortly shifted to Jamii Bora Trust in 2000. In 2007, the company changed its name to Jamii Bora Makao Limited, as a low-income housing provider in Kaputei, Kajiado County. This housing project targeted the low-income earners, among them being the Petitioners, who joined in 2008. Jamii Bora Makao Limited was under the management of Mr. Wagane Diouf, the managing director of Urbanis Africa.
34. In May 2013, Jamii Bora Makao Limited changed its management and name to Kisaju View Park (KVP) Estate (*a copy of the handover agreement between Jamii Bora Trust and Kisaju View Park Limited is attached as Appendix 4*), then Jamii Bora Scandinavia AB and other related companies were put under receivership in January 2020. Finally, KVP was closed following mismanagement and transferred back to Jamii Bora Charitable Trust in October 2022.

c) Title Deeds (LR. No. Kajiado/Kisaju/58 and Kajiado/Kisaju/2995)

35. The Petitioner also claimed that the title deed, LR. No. Kajiado/Kisaju/58, was under the custody of Macharia Mwangi & Njeru Advocates, to facilitate a change of user at the Kajiado County Lands office, while LR. No. Kajiado/Kisaju/2995 was in the custody of the Bank.

36. However, the change of user was not affected, but the title deed was assumed to be under the custody of the lawyer, pending payments that had been incurred by management of Kisaju View Park Limited, at the time of submission.
37. The Petitioner also claimed that the title deed, LR. No. Kajiado/Kisaju/58, was under the custody of Macharia Mwangi & Njeru Advocates, to facilitate a change of user at the Kajiado County Lands office, while LR. No. Kajiado/Kisaju/2995 was in the custody of the Bank. However, the change of user was not affected, but the title deed was assumed to be under the custody of the lawyer, pending payments that had been incurred by management of Kisaju View Park Limited, at the time of submission.
38. Despite the withholding of the title deeds, further changes of company names were subsequently made, yet the two title deeds are still in the name of Jamii Bora Trust (*copy certificate for change of name is herein attached as appendix 5*). The Petitioner appealed to the committee to investigate the whereabouts of the two titles and request for the possible surrender to safeguard them from suspected possible misuse.

d) Encumbrances on the Title Deeds

39. In 2007, the Developers, Jamii Bora Makao Limited Company, took a loan of 50 million Swedish Kroner from Jamii Bora Scandinavia AB. In 2013, the company was renamed to Kisaju View Park and took an additional amount of Kshs. 100 million from City Finance Bank Limited, which later became Jamii Bora Bank Limited thereafter being acquired by the Cooperative Bank of Kenya became Kingdom Bank.
40. The Petitioners also stated that, the two title deeds: LR. No. Kajiado/Kisaju/58 and LR. No. Kajiado/Kisaju/2995 were used to secure these loans that to date, remain unpaid.

e) Subdivisions of LR Kajiado/Kisaju/58

41. The Petitioners claimed that the Director of Jamii Bora Homeowners CBO had informed them that no subdivision of L.R. Kajiado/Kisaju/58 had been done, hindering further processing of Title deeds for the homeowners in Jamii Bora. This was because the Developer, Ms. Sofia Ingrid Munro, insisted that no title deeds were to be issued until after 20 years.
42. The Petitioners were of the view that if the title could not be processed, then an alternative approach would be for all current homeowners to be compensated the money and interest collected by the Developer and her affiliated companies, to date.

f) Land Transfer and new housing developments

43. The Petitioners noted with concern that the Developer had already initiated transfer of parcel L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995, at the time of submission of the Petition. Further, new housing developments were also underway, while some houses were repossessed and resold to more than one individual yet the parcels of land in question were still under dispute.
44. On Sunday 22nd January, 2023, the Petitioners added that a ground-breaking ceremony was held in Jamii Bora Neighbourhood 1, yet all the plots and new housing developments that the Developer made plans to put up initially were sold to the public by Kisaju View Park Limited as housing units and others as plots. The Petitioners cautioned the Developers against land transfers and new development to no avail. A copy of the letter of caution against intimidation and reselling of housing units is attached in as *Appendix 6*.

2.1.2 The Developers – Ms. Ingrid Munro

45. Ms. Ingrid Munro submission is attached to this report as Appendix 7 and she submitted as follows –

a) Jamii Bora Estate Housing project and the Changing Housing cost

46. In a bid to assist members of the Jamii Bora Charitable Trust to get out of poverty and build a better future for their families, Jamii Bora housing programme was started in 2002 with the members of Jamii Bora Charitable Trust, who resided within the slum areas of Nairobi, (Soweto, Kibera and Mathare). The houses were to be sold at Kshs. 350,000/= per unit.
47. In 2007, the company changed its name to Jamii Bora Makao Limited, as a low-income housing provider in Kaputei, Kajiado County. Under the management of Jamii Bora Makao Limited, the Developers borrowed funds from a Swedish partner, Jamii Bora Scandinavia AB, who offered to settle all other existing loans and added 50 million Swedish Kroner to construct more housing units.
48. Between July 2007 and 2009, 700 units were constructed by Jamii Bora Makao (JBM) Limited. However, on 15th August 2010, the Swedish lender demanded repayment of the loan that was due on 31st December 2010; failure to which, they would take over the housing project.
49. In January 2011, Jamii Bora Scandinavian AB took over as the new owner and manager of Jamii Bora Makao. In 2013, Jamii Bora Scandinavian AB renamed it Kisaju View Park Limited.
50. During this period, Jamii Bora Scandinavian AB stopped the construction of all Kaputei Housing projects and increased the cost of the houses from the initial 350,00 on the instigation of the Developers who was also serving as one of the Directors of KVP. Further, the management changed the housing model to commercial housing units, which escalated the overall cost to millions of shillings.
51. In the same year of 2013, the Developers resigned from being one of the Directors of KVP after differing with the other Directors on the overpricing of the housing units. *(A copy of the letter of resignation and CR12 forms showing the ownership of various companies are part of the submissions in Appendix 8).*

b) The Management and Mutation of the Developers's company's names

52. Jamii Bora Charitable Trust (JBT) was established in 1999 and was shortly thereafter renamed to Jamii Bora Trust in 2000.
53. Meanwhile, Jamii Bora Scandinavian AB was founded in 2006 with the sole purpose to invest in equity in Jamii Bora companies and provide loans to meet the external financing needs of the Jamii Bora Group.
54. In 2007, the Jamii Bora Trust changed its name to Jamii Bora Makao Limited, under the management of Mr. Wagane Diouf, who was also the Managing Director of Urbanis Africa. In January 2011, Jamii Bora Scandinavian AB took over as the new owner to manage Jamii Bora Makao. In May 2013, Jamii Bora Scandinavian AB renamed Jamii Bora Makao to Kisaju View Park Estate.
55. During this period, other affiliate companies were also established by Jamii Bora Scandinavian AB, including Yawezekana Sacco, Yawezekana Housing Cooperative Limited, and Jamii Bora Africa.
56. However, in January 2020, Jamii Bora Scandinavia AB and other related companies were put under receivership. As a result, KVP was transferred back to Jamii Bora Trust in October 2022 following mismanagement.
57. Upon taking over on 19th October, 2022, as one of the Directors, Jamii Bora Trust, inherited all liabilities of Kisaju View Park Estate and repaid some creditors, and formed new board members.

c) Payment of Outstanding Land Rates

58. The Developers submitted that, vide a letter dated 23rd May, 2025, Jamii Bora Trust had negotiated with the County government of Kajiado, settled the agreed outstanding land rates for 700 units in 2023 and was issued with a clearance letter to that effect.

59. The clearance letter confirmed the payment for the 700 units, made by the Managing Director of Yawezekana Housing Co-operative Limited (one of the affiliate companies of Jamii Bora Trust), as acknowledged by the County Director General of Revenue (the request by the Developers and clearance letter from County Government of Kajiado are part of the appendix 7 submissions)
60. A total of Kshs. 2,450,000 was made by Jamii Bora Trust (Kisaju), on 25th May, 2023 to Kajiado County revenue collection account, being payment of the outstanding land rates for the year 2023 for 700 units. On the same date, a total of Kshs. 14,700,000 was deposited into the Kajiado County revenue collection account, being payment of the outstanding land rates for the period 2017 – 2022 for 700 units.
61. Therefore, the Developer settled a total of Kshs. 17,150,000, as payment for the land rate arrears for the period 2017-2023 for the 700 units. *(Copies of acknowledgement letter of payments, receipts and invoices of the payments are attached in appendix 7)*
62. The Developers further stated that all owners of individual units in the project were required to cater for their rates at the time of issuance of titles, concerning the period that they have been in occupation.
63. During its sitting held on Friday, 28th November, 2025, the Committee made the following resolutions, THAT –
- (i) A harmonised list of all buyers for Plot No. L.R. Kajiado/Kisaju/58 be done by Kingdom Bank, the Developers of Jamii Bora and the Petitioners;
 - (ii) The Developer and Kingdom Bank to sign documents authorizing the conversion of Plot No. L.R. Kajiado/Kisaju/58 from freehold to leasehold and submit a copy to the Committee;
 - (iii) The Developer to submit copies of the green card and title deed of Plot No. L.R. Kajiado/Kisaju/58 to the Ministry of Lands for verification; and

(iv) The Developer complies with and submits all requirements for subdivision approval to the County Government to facilitate issuance of title deeds to the Petitioners.

64. This was communicated to the stakeholders through a letter, Ref No: SEN/DESEC/RTH/CORR/2025/196, dated 3rd December 2025 (Appendix 9).

d) Harmonised list of buyers

65. In response to the Committee's Resolutions, the Developer and Kingdom Bank, at the next meeting, submitted a harmonised list of buyers which is summarised as per the table below –

Table 1: Summary of the House Purchasers

Neighbourhood	Jamii Bora Africa	Stromme	Kisaju View Park	Jamii Bora Trust	Kingdom Bank	Still Paying
N4	-	-	-	138	4	92
N5	62	133	30	21	5	-
N6	-	51	88	44	47	24
N7				80		20
Total	62	184	118	283	56	136

66. The Developers however informed the Committee that a detailed list of houses in the neighbourhoods had been attached (*Appendix 10*) but noted that several errors and discrepancies had been identified and the developer was in the process of auditing at the time.

e) Execution of Documents for Change of Tenure

67. Jamii Bora Charitable Trust expressed willingness to sign the requisite surrender documents to authorise the change of the title from freehold to leasehold. However, the Developers raised concerns of their inability to finalise the process as the original title deed for L.R. Kajiado/Kisaju/58, confirmed to be uncharged was no longer in their possession but with Macharia Mwangi & Njeru Advocates.
68. The Developers reported that implementation of the remaining resolutions, including submission of the green card and title deed, compliance with subdivision requirements and facilitation of the issuance of title deeds, remained pending due to the continued unavailability of the original title deed.
69. Subsequently, the Developer initiated engagement with Macharia Mwangi & Njeru Advocates and requested the release of the original title to enable execution of the requisite documents.
70. On the other hand, the Advocates indicated that they were unable to release the original title because the requisite execution formalities by the Directors of Kisaju View Park Limited, including Ms. Sofia Ingrid Munro, had not been completed (*this was done through a letter from the advocate to the Committee here in attached as appendix 11*)
71. Subject to this, the Committee recommended that the Developers and Kingdom Bank agree on a legal undertaking with Macharia-Mwangi and Njeru Advocates, noting that the original title was held on behalf of Jamii Bora, Kingdom Bank and Jamii Bora Scandinavia AB in connection with the broader change of user and conversion process relating to the property.
72. Nevertheless, through a letter to the Senate dated 4th March, 2026 (*copy of letter is here in attached as Appendix 12*), the Developers declined to sign the encumbered documents from the previous Advocate (Macharia-Mwangi and Njeru advocates) and instructed them to return the original title to Kingdom Bank.

73. Further, through their letter dated 23rd March, 2026 (*copy of letter is attached in appendix 12*) the Developers informed the Committee their clear instructions to the firm of Macharia Mwangi and Njeru Advocates to release the mother title deed Kajiado/Kisaju/58 the firm continued to withhold the incumbent document. They further stated that their legal counsel had provided a professional undertaking to Kingdom Bank to facilitate the surrender and change of tenure directly to Jamii Bora Charitable Trust.
74. Further to this, Wamae and Allen LLP Advocates, acting for Kingdom Bank, informed Jamii Bora of the outstanding security arrangements over L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995 and required the Developers to execute the surrender of title and complete the subdivision process to facilitate issuance of individual titles to purchasers (*copy of letter here in attached as appendix 13*). The Bank cautioned that failure to comply with the demands by the specified dates would result in civil proceedings before the Environment and Land Court, seeking orders to enable the Bank to complete the surrender, subdivision and titling process on behalf of the Developers.
75. In response, Jamii Bora Charitable Trust, through its Advocates (Mbugua Atudo and Macharia Advocates), requested Kingdom Bank to provide documents necessary to enable a thorough reconciliation of the security and historical transaction details (*Copy of the letter is here in attached Appendix 14*). The documents requested included the original Charge dated 25th September, 2007, the 2012 Conditional Discharge Agreement, the proposed replacement Charge, certified loan statements and ledgers from 2007 to date, and the correspondence dated 25th February 2026 from Macharia-Mwangi & Njeru Advocates (*copy of the letter is here in attached as Appendix 14*) regarding the custody and release of the Original Mother Title.

76. Jamii Bora Charitable Trust stated that the requested documents would enable it to advise its client comprehensively and provide a substantive and definitive response to the demand. It further stated that, upon receipt and mutual verification of the documents, it would be in a position to advise its client towards finalisation of the subdivision process. Jamii Bora Charitable Trust expressed commitment to discharging its obligations to purchasers and legitimate financial partners and to resolving the matter without the need for adversarial and protracted litigation.

2.2.3 Kajiado County Government

77. The Committee invited the County Government of Kajiado to make their submissions about the delayed issuance of title deeds to residents of Jamii Bora Estate, Kisaju, in Kajiado County. The Committee requested the Governor of Kajiado to provide the following information -

- (i) *Ownership of Jamii Bora;*
- (ii) *Approved subdivision plan by Jamii Bora;*
- (iii) *Assessment of developed plots in Jamii Bora Estate;*
- (iv) *Revised land rates due for payment;*
- (v) *Legal provisions that inform the changing of land rates and rents for the plots; and*
- (vi) *Requirements for approval of subdivision plan.*

78. On 4th July, 2023 and 30th December, 2023, the Governor, CEC of Lands, Physical Planning and Urban Development and the CEC of Finance, Economic Planning and ICT appeared before the Committee. Further, the County Government of Kajiado (County) forwarded their written submissions on 20th June, 2024, with additional information (*appendix 15*) as follows –

(a) Jamii Bora Estate Ownership

79. According to the Governor, Kajiado County, the ownership or management of the Jamii Bora Estate underwent several transitions through the years. The housing project was initially initiated by Jamii Bora Makao Limited on L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995, later to Kisaju View Park Limited, and then finally Jamii Bora Trust.

(b) Approved Subdivision and Mutation plans

80. In 2004, Jamii Bora Charitable Trust submitted a request for subdivision and paid **Kshs. 2,935,500** and **Kshs. 1,957,000** for land subdivision and building plans approval, respectively, for 5871 plots. However, the County submitted that there were no records of the scheme plan submitted for approval, except for the Mutation plans for parcel L.R. Kajiado/Kisaju/2995 and a registry index map for parcel L.R. Kajiado/Kisaju/58 that held the two properties for Jamii Bora Charitable Trust.

(c) Assessment of developed Plots

81. The Governor, Kajiado County submitted that on 16th February, 2024, a site meeting was conducted after a meeting with the Directors of Jamii Bora Charitable Trust on 12th February, 2024 to establish the actual number of developed plots. The County established that while a total of seven hundred and ten (710) units were developed within the original approved plan by the defunct local authority, eleven hundred and seventeen (117) units were illegally constructed as the County had not approved of the developments. A total of five (5) utilities were identified in the site and all developed units confirmed to be in good condition for occupation, with a good number already occupied.
82. The Governor further stated that the discussions with the Directors of Jamii Bora Charitable Trust had confirmed that several people had completed paying for their units, others were still pay while a few had defaulted on their payment obligations.

83. Further, the Governor added that it was ascertained that the original title deeds for L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995 were in the custody of the Kingdom Bank

(d) Outstanding and Revised Land Rates due for payment

84. As of 29th June, 2023, the total rates and rent accrued on 5871 plots because of Jamii Bora Charitable Trust not making any payments to the County, was seventeen million, one hundred and fifty thousand Kenyan shillings (**Kshs. 17,150,000**), although only seven hundred (700) plots (equivalents to 51 acres) were being used. The County Government of Kajiado had earlier requested the management of Jamii Bora Charitable Trust to settle the outstanding debt for the seven hundred (700) plots while they negotiated on how to clear the pending debt. Thus, the management of Jamii Bora Charitable Trust made payment of the seven hundred (700) plots as shown below-

Table 2: Land Rates Payment of the 700 plots

Period	No. of Years	Rate	No. of Units	Amount Due	Penalty @ 25%	Total Amount Due
2004-2023	19	3,500	827	54,995,500	13,748,875	68,744,375
2024	1	3,500	827	2,894,500	-	2,894,500
Total Amount						71,638,875
<i>Less payment made</i>						<i>17,150,000</i>
Total amount due						54,488,875

85. The based on the findings in the site visit by the County Government of Kajiado, the following outstanding land rates due for payment were established

(e) Legal Provisions

86. According to the County Government of Kajiado, the legal provisions that informed the charging of land rates and rent for the plots included –
- (i) Constitution of Kenya 2010, Article 209 (3) (a) which empowers County Governments to impose property rates as one of the taxes, Article 209 (5), Article 210 (1), which provides for legislation before imposition of tax by County Governments;
 - (ii) The Land Registration Act, which allows rates as the first charge on the property;
 - (iii) Rating Act Cap 267, which gives powers for imposition of rates by Counties;
 - (iv) Kajiado County Rating Act, 2016; and
 - (v) Kajiado County Finance Act 2014, 2020 and 2023.

(f) Requirements for approval of the subdivision plan

87. For the County to approve the subdivision plan, the County advised Jamii Bora Charitable Trust to undertake the following –
- (i) Resubmission of revised subdivision scheme plan by Jamii Bora Trust for the County to approve;
 - (ii) Payment of Kshs. 15,000 for each unit as approval fee for subdivision (i.e, $827 \text{ unit} * 15000 = 12,480,000$);
 - (iii) Payment of Kshs. 15,000 for the existing utilities ($5 * 15000 = 75,000$);
 - (iv) Payment of a penalty fee of Kshs. 1,000,000 for the illegally constructed units;
 - (v) Immediate clearance of all outstanding land rates amounting Kshs. 54,488,875; and
 - (vi) Surrender of the public utilities to relevant authorities (either County, National government or churches within the estate), for management.
88. The Governor of Kajiado County concluded his submission by requesting the Committee to –
- (i) Allow the county to demolish all or part of the illegally constructed units if re-planning is not possible; and

- (ii) Compel the project owners to comply and complete this exercise for the completed units within six months' period.

2.2.4 The Kingdom Bank

89. The Committee invited the management of Kingdom Bank, who appeared on 22nd June, 2023 and made the following submissions (*Appendix 16*) –

(a) Rebranding of Jamii Bora Bank to Kingdom Bank

90. Jamii Bora Bank (JBB), formerly known as Jamii Bora Trust, was founded in 1999 as a charitable trust by a group of Kenyan families. JBB was owned by Jamii Bora Trust (25%), Scandinavian Group, which included Jamii Bora Scandinavia AB, Nordic Microcap Investment, and Strömme Foundation (40%), Baraka and related parties (15%), and other Kenyan shareholders (20%).
91. As of 2007, all microfinance activities (credit and savings) were collectively carried out in Jamii Bora Kenya Limited, which JBB fully owned.
92. The Committee established that JBB merged with City Finance Bank (CFB), a private financial services provider that, in the past, had provided services to large corporations and high-net-worth individuals.^{5 6} CFB was incorporated in Kenya and licensed as a commercial bank, becoming a public non-listed limited liability company focused on providing flexible short-term trade and working capital solutions to small and medium enterprises in Kenya.⁷ Following a merger, CFB acquired JBB and took on the name JBB

⁵ Competition Authority of Kenya. (2020). *Decision on proposed acquisition of Jamii Bora Bank Limited by the Co-operative Bank Kenya Limited*. Competition Authority of Kenya. <https://cak.go.ke/sites/default/files/2020-12/>

⁶ Central Bank of Kenya. (2020, March 11). Proposed acquisition of Jamii Bora Bank Limited by Co-operative Bank of Kenya Limited. Central Bank of Kenya. https://www.centralbank.go.ke/uploads/press_releases/

⁷ https://kipdf.com/jamii-bora-the-shining-star-of-microfinance_5adc64207f8b9ad3098b458b.html

93. In March 2020, Cooperative Bank of Kenya proposed the acquisition of JBB and the process of acquiring 100% shareholding in JBB commenced. Upon completion of the regulatory approval process, Cooperative Bank acquired 90% of the issued share capital in JBB. On 25th August 2020, and pursuant to the approvals of Central Bank of Kenya, the former JBB changed its name and currently operates as Kingdom Bank Limited.
94. As a result of acquisition of Jamii Bora Bank, the loan facilities to Jamii Bora charitable Trust were taken over by Kingdom Bank who began engaging the Developers for viable solutions to the payment of the loan.

(b) Debt owned by the Developers to the Bank

95. Kingdom Bank previously through Jamii Bora Bank had advanced the Developers a credit facility of Kshs. 100 million, as the principal loan. This borrowing was resolved by the Developers' Board of Management on the same date the letter of offer was written. The purpose of the facility was to finance construction of housing units and enable the Developers to offer loans to buyers.
96. Thus, the facilities were disbursed on 28th January, 2015 and secured by the existing charge of Kshs. 200 million over parcel LR Kajiado/Kisaju/58. The outstanding balances from the Developers stood at Kshs. 131,386,344.00, as of 25th October, 2016, when the bank suspended accrual of interest on this account. Otherwise, the debt would have accrued to Kshs. 200 million (due to the application of the *in duplum* rule) as no payments were made on this loan.

(c) Facilities advanced to individual customers (purchasers)

97. At the beginning of 2014, the Developers commenced the sale of the housing units to various purchasers.

98. Consequently, Kingdom Bank financed some of the purchases based on an arrangement with the Developers that, upon completion of the subdivisions, the resultant titles would be charged as security for the loans advanced to individual purchasers. Under this arrangement, a total of three hundred and seventy-seven (377) loans, amounting to Kshs. 175,937,495.00, were advanced, as shown below:

Table 3: The Loan Repayment status of facilities

Holding entity	Number of Loans	Status on the Amount of Loans
Kingdom Bank Limited	83	Kshs. 62,150,294
Taken over by the Stromme Foundation	153	Stromme to advice
Taken over by Jamii Bora Africa	63	Jamii Bora Africa to advice
Paid up by Kingdom Bank	78	Nil
TOTAL	377	

99. According to the Management of Kingdom Bank, seventy-eight (78) individuals had completed their loans at the time of submission and were awaiting issuance of their title deeds, while eighty-three (83) individuals had been allocated houses and were servicing their loans pending completion.
100. However, the status of the loans for the remaining two hundred and eleven (211) individuals was unclear, including sixty-three (63) whose loans had been acquired by Jamii Bora Africa and one hundred and fifty-three (153) whose loans had been taken over by Stromme Foundation.

(c) Custody of the Title deeds

101. These title deeds were forwarded to the advocates to facilitate the change of user process and registration of the charges (*copies of title deeds are herein attached as appendix 17*).
102. Further, vide a letter Ref No: CVY/1600/JBB/10 dated 25th February, 2026 (*Appendix 18*), Macharia-Mwangi & Njeru Advocates, while responding to Jamii Bora on the request to release the mother title of L.R. Kajiado/Kisaju/58, the advocates indicated that they were unable to release the original title because the requisite execution formalities by the Directors of Kisaju View Park Limited, including Ms. Sofia Ingrid Munro, had not been completed. Accordingly, the release of the original title was contingent upon the completion of the requisite execution formalities.
103. The advocates emphasised that the original title was held in their custody on behalf of Jamii Bora, Kingdom Bank and Scandinavia AB in connection with the broader change of user and conversion process relating to the property. Consequently, the original title could only be released upon proper written instructions from the registered proprietor and/or all parties beneficially interested in the property.

(f) Negotiations with the Developers to discharge the Title Deeds

104. The Bank, following continuous engagements with the Developers, undertook various measures to facilitate the clearance of purchasers who had completed their loans and the issuance of title deeds.

105. These included approving the capping of the debt owed by the Developers at Kshs. 131,386,344.00 instead of Kshs. 200 million, withholding adverse action against the Developers and the property to facilitate an amicable settlement, and preparing, together with its advocates, the relevant documentation to facilitate the change of user process. The Bank also temporarily discharged its charge to facilitate the conversion and change of use process.
106. Further, the Bank expressed willingness to release the title deeds for properties whose owners had completed payment upon completion of the subdivision process by the Developers, subject to concurrence by Jamii Bora Scandinavia. The Bank was also willing to provide financial support for the subdivision and titling process, subject to the Developers meeting the applicable financing conditions. In addition, the Bank developed a roadmap (*Appendix 19*) to facilitate the acquisition of title deeds by purchasers, as agreed by the parties.

(a) Harmonised Roadmap to issuance of individual title deeds to the purchasers

107. Following the Committee's directives, the Developers, the Petitioners and the Management of Kingdom Bank held meetings on 19th and 27th September 2024 to agree on a way forward for the issuance of individual title deeds to the purchasers. Subsequently, the Management of Kingdom Bank submitted a harmonised roadmap (*table 4*) agreed upon by the parties involved in the Kisaju View Park project, outlining the specific steps to facilitate the subdivision and transfer of individual titles to the purchasers, as set out in the table below:

Table 4: Harmonised roadmap with action points for various parties

Key Issues	Progress/Action Point	Responsibility
Corporate Governance	The Developers completed the process of constituting its Board ensuring all actions were aligned to the Memorandum and Articles of Association. The Developers is to submit all the relevant documents to the Bank in this regard.	Developers
Surrender of Title Deeds	Surrender of the title deeds, transfer of the property to Jamii Bora Charitable Trust and completion of the change of use to proceed in a sequence with the aim that all processed be conducted concurrently where feasible.	Developers/ Kingdom Bank's advocates
Transfer to Charitable Trust	Transfer of the property to Jamii Bora Charitable Trust through Kingdom Bank's advocates by the Developers, to benefit from applicable tax breaks, as the project is designed to provide affordable housing for low-income individuals.	Developers/Ban k's Advocates
Engagement with the Kajiado County Government	The Developers is to engage the County Government of Kajiado on the outstanding land rates and rent, reach an agreement on amounts payable, and agree on a repayment plan to ensure compliance with all relevant obligations.	Developers/Cou nty Government of Kajiado
Subdivision approval	The Developers is to submit the proposed subdivision plans for approval to the County Government of Kajiado.	Developers/Cou nty Government of Kajiado
Subdivision (Beaconing)	Once subdivision is approved, the Developers is to retain a surveyor to undertake the beaconing of the property in accordance with the approved subdivision plan. The bank may offer the Developers financing for this process subject to its usual lending conditions and the Developers' satisfaction of the required criteria.	Developers/ Surveyor Kingdom Bank in the case where the Developers seeks financing

Key Issues	Progress/Action Point	Responsibility
Titling and lease processing	The resultant leases will be processed by the Lands Office with the Developers's surveyor providing support throughout. The leases will incorporate the bank's replacement charge and will be highly held by the Bank as security.	Developers/ Surveyor/ Lands Office/ Kingdom Bank
Issuance of Leases	Leases will be issued to the purchasers upon the completion of the titling process with the Bank retaining the replacement charge o the leases.	Kingdom Bank/Developer s/Stromme Foundation/Jami i Bora Africa/Identified Group.
Goodwill Discharge of Charge	As a gesture of goodwill the Developers and the Bank will pre-sign discharges of charge for purchasers who have fully settled their payments for the units, once specific plot numbers have been allocated to the respective properties.	Developers/ Kingdom Bank
Replacement of Charge	Upon issuance of the leases for the subdivided units, a replacement charge will be registered to secure the interests of both the Bank and Jamii Bora Scandinavia.	Kingdom Bank/Jamii Bora Scandinavia/ Developers
Holding of Titles by the Bank	The Bank will retain all titles following the registration of the replacement charge, until such time as the purchasers have fully settled their financial obligations.	Kingdom Bank
Release of Titles	Titles will be released to Stromme Foundation and Jamii Bora Africa for subsequent transmission to purchasers who have cleared their outstanding debts. The Bank will also release titles to purchasers it has financed and any other group identified by the Developers and Petitioners.	Kingdom Bank/ Developers/ Stromme Foundation/ Jamii Bora Africa/Identified Group.

Key Issues	Progress/Action Point	Responsibility
Harmonization of the list for purchasers	The Developers and the petitioners have harmonised the list of purchasers. The Developers will release the titles to the purchasers, subject to and upon confirmation of payment of the full purchase price and relevant charges.	Developers/Petitioners
Remaining Property as security	The remaining unsold property will continue to serve as security for the Bank and Jamii Bora Scandinavia until the entire debt owed to these secured lenders is fully repaid.	Kingdom Bank/Jamii Bora Scandinavia

(b) Harmonised List of Purchasers of Kisaju Housing projects

108. Pursuant to letter to Senate dated 11th December, 2025 (*Appendix 19*), Kingdom Bank submitted a harmonised list of purchasers (*Appendix 20*) for the Kisaju Housing Project, incorporating amendments to the previous list arising from the meeting held on 27th September 2024 between the Developers, Jamii Bora Trust, and Petitioners.
109. Kingdom Bank submitted that the harmonisation involved reviewing the petitioner's list, the Developers' datasets and the Kibra Group's submissions to establish areas of alignment, identify variances and clarify gaps. The list was analysed through a unit-by-unit comparison, focusing on consistency of ownership and the identification of overlapping or contradictory claims.
110. Of the 1,387 units submitted by the Petitioners, the reconciliation exercise established that 1,182 units were reconciled under the criteria applied, 119 units did not reconcile due to identifiable conflicts across the datasets, while 86 units remained unallocated as they did not appear in either the Developers' or the Kibra Group's list.

111. The Bank recommended further reconciliation by the three groups. However, only the Petitioners responded, indicating that they had identified thirty-nine (39) houses which they considered to have been double allocated. Feedback from the Developers and the Kibra Group remained outstanding and was considered necessary to complete the reconciliation exercise.
112. The Bank emphasised that the reconciliation process remained a matter among the Petitioners, the Developers and the Kibra Group, who hold the underlying records. The Bank also noted that there are 506 shops all valued at Kshs. 118,650,500.00. It informed the Committee that Kshs. 108,573,540.00 had already been paid for purchase of the shops. So, the Bank retained the previous list as outlined in table 5-

Table 5: List of the Number of Units and Location

Block	No. of Units	Location
N2	44	Kaputei town neighbourhood 2
N4	320	Kaputei town neighbourhood 4
N5	246	Kaputei town neighbourhood 5
N6	238	
N7	100	Kaputei new Town neighbourhood 7 (Bungalows)
N7SSQ	20	Neighbourhood 7 SSQ (all paid for at Kshs. 15,600,000.00)
N7SSQ	UNFINISHED 30	

(c) Execution of Surrender of Title Deed (L.R. Kajiado/Kisaju/58)

113. Pursuant to a letter Ref No: 5700/44/2026 dated 8th July 2026, Wamae and Allen LLP advocates, acting for Kingdom Bank (*Appendix 20*), brought to the attention of Jamii Bora that the company, then operating as Jamii Bora Makao Limited, had been advanced various credit facilities by Jamii Bora Bank, which was succeeded by Kingdom Bank, and by Jamii Bora Scandinavia AB, amounting to Swedish Kroner 50,000,000.

114. The Bank further submitted that pursuant to a letter dated 25th September, 2007, the credit facilities were secured by a valid legal charge on for L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995.
115. In 2012, an arrangement was reached between Jamii Bora Charitable Trust and the Bank, under which the properties would be formally discharged to facilitate a dual administrative process involving the conversion of the titles from freehold to leasehold and the completion of the Change of User Process from agricultural to commercial use. It was agreed that, upon completion of the conversion process, Kingdom Bank's security interest would be fully reinstated through the prompt registration of replacement charges over the newly created leasehold titles.
116. Further Jamii Bora Charitable Trust duly executed the replacement charge documents in favour of Kingdom Bank and Jamii Bora Scandinavia AB, with the understanding that the properties would thereafter be subdivided to facilitate the issuance of individual titles or leases to the various purchasers who had acquired units within the property. However, Jamii Bora Charitable Trust failed to comply with the conditions of the discharge, including refusal to execute the formal surrender of title required to complete the process. Wamae and Allen LLP Advocates further highlighted Jamii Bora's formal submissions and commitment to facilitate the acquisition of title deeds by purchasers by 31st January 2026, a deadline which had lapsed without compliance.
117. Consequently, Jamii Bora Charitable Trust was required to immediately and unconditionally execute the surrender of title document for L.R. Kajiado/Kisaju/58, together with any necessary completion instruments, and deliver the same to Kingdom Bank by 15th July 2026. The Developers was further required to make formal submissions of all subdivision plans for approval by the County Government of Kajiado and undertake all attendant administrative and legal steps necessary to progress and complete the subdivision process, including facilitation of the acquisition of the individual title deeds for the purchasers by 22nd July, 2026.

118. In the letter, the Bank expressly cautioned Jamii Bora Charitable Trust that failure to comply with either of the foregoing demands would oblige it to commence civil proceedings against the Developers before the Environment and Land Court, seeking the following reliefs –
- (i) Definitive orders authorising the deputy Registrar of the Court, the Land Registrar, or any other appropriate public officer to execute the Surrender of Title and all attendant completion documents on behalf of, and at the cost of, the Developers;
 - (ii) Orders granting Kingdom Bank authority to step into the shoes of the Developers to lodge, pursue and finalise the subdivision plans prepared, presented or otherwise made available;
 - (iii) Orders authorising Kingdom Bank to take all attendant administrative and legal steps necessary to complete the subdivision process and facilitate the issuance of individual titles or leases to the purchasers; and
 - (iv) Such further or other relief as the Court may deem just and expedient in the circumstances, including an order for costs on a full indemnity basis.

CHAPTER THREE: EMERGING ISSUES FROM THE PETITION

119. The following thematic issues emerged from the Committee’s consideration of the Petition and submissions received from the Petitioners, the Developers, the County Government of Kajiado and Kingdom Bank –

(i) Prolonged Delay in Issuance of Individual Title Deeds

120. The Petition highlights the absence of clear and enforceable timelines for processing and issuing individual titles after purchasers have fulfilled their contractual obligations. Some purchasers reportedly completed payment as early as 2008 but remain without individual title deeds, in some cases for nearly two decades. The delay undermines security of tenure and may also complicate succession where purchasers have died without documentary evidence of ownership.

(ii) Corporate Accountability and Continuity of Developers

121. Changes in the ownership, management and corporate structure of entities associated with the project, including Jamii Bora Charitable Trust, Jamii Bora Makao Limited and Kisaju View Park Limited, together with the receivership of some entities, have complicated the identification of the party responsible for outstanding obligations to purchasers. The emerging concern is the weakness of accountability mechanisms where housing Developers restructure, cease operations or transfer assets and liabilities, potentially making it difficult for purchasers to enforce contractual rights or obtain redress.

(iii) Transparency in Project Financing and Protection of Purchasers’ Interests

122. The project land, including L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995, was used as security for financing obtained by entities associated with the development. The resulting encumbrances affected subdivision and issuance of individual titles.

123. The matter raises concern regarding the extent to which purchasers were adequately informed of charges affecting land underlying housing units that they had purchased or occupied, and the safeguards required to protect purchasers where project land is used to secure financing.

(iv) Integrity of Purchaser and Property Records

124. The reconciliation of purchaser records disclosed significant inconsistencies among the records held by the Petitioners, the Developers and Kingdom Bank. Of the 1,387 units presented by the Petitioners, 1,182 were reconciled, while 119 could not be reconciled because of conflicting information and 86 were not reflected in either the Developers's or the Kibra Group's records. In addition, 39 houses were identified by the Petitioners as suspected cases of double allocation, subject to verification. These gaps undermine certainty of ownership, complicate titling and increase the potential for disputes among purchasers.

(v) Compliance with Planning and Development Control Requirements

125. The Petition raises concerns regarding the development of housing units outside the approved planning framework. The County Government of Kajiado established that 710 units were developed within the original approved plan, while an additional 117 units had been constructed without County approval. The County consequently recommended a Kshs. 1 million penalty and indicated that demolition could be considered where re-planning is not feasible. The absence of requisite approvals creates uncertainty regarding the legal status of the affected units and may further complicate subdivision and titling.

(vi) Gaps in Planning and Property Records Management

126. The County Government of Kajiado could not trace the original scheme plan submitted for approval, despite the Developers reporting payment of over Kshs. 2.9 million for subdivision approvals in 2004.

127. This has complicated verification of the approved subdivision framework. There are also inconsistencies in the reported number of developed plots, with the Developers reporting 700 plots while the County Government established a higher number of developed units. These gaps in planning and property records hinder verification of the estate's development status and the progression of subdivision and titling.

(vii) Unresolved Land Rates and Other Statutory Obligations

128. Outstanding land rates and related statutory charges remain a barrier to completion of subdivision and titling. Although the Developers reported payment of Kshs. 17.15 million in land rates for 700 units for the period 2017–2023, the County Government subsequently assessed additional amounts based on the number of developed units and the applicable period. The difference requires reconciliation of the number of liable units, applicable rates and periods outstanding. The matter also raises a broader concern regarding the extent to which purchasers who have completed payment for their units should be exposed to statutory liabilities attributable to the wider development.

(viii) Fragmented Responsibility and Weak Coordination in the Titling Process

129. The titling process involves the Developers, Kingdom Bank, advocates holding the original mother titles, the County Government, relevant land administration authorities and purchasers. The continued unavailability of the original titles for L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995, including outstanding execution formalities by the Developers's Directors, has impeded conversion, subdivision and registration processes. Although the parties have developed a harmonised roadmap implementation remains dependent on completion of interrelated actions by different parties.

(ix) Erosion of the Original Affordable Housing Objective

130. The project was initially established as a poverty alleviation initiative intended to provide affordable housing to low-income households, with the initial units reportedly priced at Kshs. 350,000. Following changes in management and ownership, the model shifted towards commercial housing and the cost of units increased substantially. This raises concern regarding the protection of the social purpose and interests of beneficiaries where housing projects established under charitable or affordable housing objectives subsequently undergo changes in ownership, management or business model.
131. The overarching emerging concern is therefore the absence of a coordinated and enforceable framework for resolving legacy housing projects where purchasers have fulfilled their obligations, but title issuance remains dependent on unresolved matters attributable to Developers, financiers, public authorities or other parties. The Jamii Bora Estate case demonstrates the need for stronger safeguards to ensure that purchasers are not left without formal ownership documentation for prolonged periods because of corporate, financial, planning or administrative issues beyond their control.

CHAPTER FOUR: OBSERVATIONS AND RECOMMENDATIONS

4.1 Committee Observations

132. Having considered the submissions by the Petitioners and other stakeholders, the Committee observes THAT -
- a) The land in question title number Kajiado/Kisaju/ 58 of approximate 102.5 hectares was registered in 2002 in favour of Jamii Bora Charitable Trust. The land was intended for the development of housing units. Later, Parcel L.R. Kajiado/Kisaju/2995, measuring 16.06 hectares, was also purchased as an additional piece of land to connect the initial parcel of land with a new bridge on the southern side of the town;
 - b) In 2007, the company changed its name to Jamii Bora Makao Limited, as a low-income housing provider in Kaputei, Kajiado County. This housing project targeted the low-income earners, among them being the Petitioners, who joined in 2008. Jamii Bora Makao Limited was under the management of Mr. Wagane Diouf, the managing director of Urbanis Africa;
 - c) In 2008, Jamii Bora Charitable Trust borrowed 50 million Swedish Kroner from a Swedish partner, Jamii Bora Scandinavia AB for the construction of the housing units. The City Finance Bank Limited acquired Jamii Bora Bank Limited and thereafter in 2020, JBB changed to Kingdom Bank. A further loan of Kshs. 200 million was taken from City Finance Bank Limited. Between July 2007 and 2009, 700 units were constructed, under the management of Jamii Bora Makao (JBM) Limited;
 - d) In May 2013, Jamii Bora Makao Limited changed its management and name to Kisaju View Park (KVP) Estate, which then constructed 120 houses;
 - e) On 31st January, 2020 Jamii Bora Scandinavia AB and the related companies were put under receivership by Swedish churches. Consequently, KVP project was closed and the entire assets and liabilities were transferred back to Jamii Bora Charitable Trust on 19th October, 2022;

- f) Despite Jamii Bora claiming that they submitted requested and paid Kshs. 2,935,500 and Kshs. 1,957,000 for subdivision plan in 2024, there are no records from Jamii Bora Charitable Trust or County Government indicating the same except for the Mutation plans for parcel L.R. Kajiado/Kisaju/2995 and a registry index map for parcel L.R. Kajiado/Kisaju/58 that held the two properties for Jamii Bora Charitable Trust;
- g) The County established that while a total of 710 units were developed within the original approved plan by the defunct local authority, 117 units were illegally constructed as the county had not approved of the developments. A total of five utilities were identified in the site and all developed units confirmed to be in good condition for occupation, with a good number already occupied;
- h) Jamii Bora Charitable Trust had negotiated with the County Government of Kajiado and had settled the agreed outstanding land rates up to the year 2023 for the 700 units and was issued with a clearance letter to that effect. Further, the Developers stated that all owners of individual units in the project were required to cater for their rates at the time of issuance of titles, concerning the period that they have been in occupation;
- i) There are conflicting submissions between the Developers and the County Government on the total number of plots as the Developers submitted that the project has a total 5871plots but only 700 plots had been developed while the County Government reported that the number of the developed units were 827, with 117 units being illegal, leading to a dispute on the pending rates;
- j) As per the harmonised list of purchasers of the units signed by the three parties (Jamii Bora Charitable Trust, Petitioners and the Bank) the total number of fully paid-up units is seven hundred and three (703). The list is however subject to the production and verification of sale agreements and all relevant purchase documentation;

- k) Kingdom Bank financed one hundred and sixty-one (161) housing units in 2014 based on the arrangement with the Developers that upon completion of the subdivision, the resultant titles would be charged;
- l) The original titles for L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995 are in the custody of the Macharia-Njeru Advocates and the Bank, respectively;
- m) The Kingdom Bank intends to pursue civil action in the event of non-compliance by the Developers in the issuance of titles.; and
- n) The Committee will initiate a review of the existing legal framework in the house ownership sector in order to protect the public or make necessary amendments.

4.2 Committee Recommendations

133. The Committee having investigated the matter in accordance with its mandate, recommends THAT-

- a) The Developers, Ms. Sofia Ingrid Munro, Jamii Bora Scandinavia AB and Kingdom Bank enter a legally binding undertaking to facilitate the release of the title L.R. Kajiado/Kisaju/58 from the custody of Macharia Mwangi and Njeru advocates within thirty (30) days of tabling of this report;
- b) The Developers and Kingdom Bank enter into a legally binding undertaking in favour of the Developers in order to facilitate release and surrender of title in respect of title L.R. No. Kajiado/Kisaju/58, within thirty (30) days of the tabling of this report;
- c) The Developers upon receiving the title L.R. No. Kajiado/Kisaju/58 makes the necessary arrangements for conversion of the title from freehold to leasehold within two (2) months of tabling this report;
- d) The Developers complies with and submits all the requirements for subdivision approval to the County government of Kajiado within ninety (90) days;
- e) The Developers issues the release of the title L.R. No. Kajiado/ Kisaju/58 to the approved harmonised list of purchasers within sixty (60) days; and

- f) The Developers to complete the remaining unbuilt units or refund with interest the affected persons as per the market value, within twelve (12) months of tabling this report.

LIST OF APPENDICES

Appendix 1	Minutes of the Standing Committee on Roads, Transportation and Housing
Appendix 2	Copy of the Petition
Appendix 3	Submissions by the Petitioners
Appendix 4	Copy of the handover agreement between Jamii Bora Trust and Kisaju View Park Limited
Appendix 5	Copy certificate for change of name
Appendix 6	Copy of letter of caution against intimidation and reselling of housing units
Appendix 7	Submission from the Developers, Ms. Ingrid Munro
Appendix 8	Copy of the letter of resignation and CR12 forms showing the ownership of various companies
Appendix 9	Committee letter of Ref No: SEN/DESEC/RTH/CORR/2025/196, dated 3 rd December 2025
Appendix 10	Detailed list of houses in the neighbourhood
Appendix 11	Letter from the advocate Macharia Mwangi and Njeru Advocate to the Committee
Appendix 12	Letter from developer to Macharia Njeru and Mwangi Advocates
Appendix 13	Letter from Wamae and Allen Advocates to Jamii Bora
Appendix 14	Letters from Developers, Ms. Ingrid Munro dated 4 th March ,2026 to the Committee
Appendix 15	Submissions from the County Government
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Appendix 17	Copies of title deeds for L.R. Kajiado/Kisaju/58 and L.R. Kajiado/Kisaju/2995
Appendix 18	Letter from Macharia Mwangi and Njeru Advocates Ref. No. CVY/1600/JBB dated 25 th February, 2026 to Jamii bora
Appendix 19	Kingdom Bank proposed roadmap to facilitate the acquisition of title deeds by purchasers
Appendix 20	Harmonized list

