

BY RESIDENTS OF MWIKI (GAKIWAWA) ON ALLOCATION OF PUBLIC LAND IN INFINITY AREA, MWIKI WARD.

WE, THE UNDERSIGNED citizens of Kenya who are residents of Mwiki and members of Gakiwawa enterprises, a local business community within Nairobi City County.

DRAW the attention of Nairobi City County Assembly to the following:-

Aware that the Constitution of Kenya 2010 under Article 37 and Section 15 and 88 of the County Governments Act, 2012, provide the right for citizens to Petition authorities or County Governments on any matter;

THAT WHEREAS, Article 62 of the Constitution of Kenya 2010 provides that public land shall vest in and be held by a County Government in trust for the people resident in the county and may be administered by the National Land Commission on behalf of the County Government;

THAT, on 12th June 2014 we bought land plot LR. No.9363/3014 from Giathieko Farm Itd measuring 8.87 ha located in Infinity Area, Mwiki Ward;

THAT, Following the complete land acquisition procedure, we were granted a lease in accordance with the Land Act's transitional provisions in sections 160 and 161, the Land Registration Act's section 108, and deed plan No. 435931. The lease dated 10th March 2022 has an annual rent of Ksh.278, 200/= w.e.f 01-02-2022;

THAT, the land was formerly an abandoned quarry with excavations reaching a depth of 100 feet; however, we backfilled it to restore its usability. We further constructed a perimeter wall and obtained approvals from the County Government to construct godowns;

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THAT, we have however stalled any further development on the land after we received information that the said land was County land which had been fraudulently sold to us;

THAT WHEREAS, due to its strategic location, the said parcel of land if put to proper use by the local community can, generate revenue to the County Government, create employment and be a source of livelihood to many households residing in the area;

THAT WHEREAS, Gakiwawa is ready and willing to utilize the land, if the land is regularized, we are committing to construct an ECD centre and a primary school to serve the community as there is none within the area and the establish godowns that will create employment opportunities for the residents and boost county revenues;

AND THAT, all the matters in respect of which the Petition is raised are not pending before any court of law or constitutional body and the Petitioners' confirm that efforts have been made to have the matter addressed through relevant bodies but to no avail;

NOW THEREFORE your humble Petitioners PRAY the Nairobi City County Assembly intervenes to ensure that: -

- (i) The Nairobi City County Executive regularizes the ownership land plot LR. No.9363/3014 of under a long term lease to Gakiwawa Enterprises; and
- (ii) The Nairobi City County Executive permits us to proceed with the proposed projects, which are entirely focused on the good of the local community.

And your Petitioners will forever pray.

Presented by:

Hon. Samuel Kanyi Kago, MCA

On behalf of:

The Residents of Mwiki Ward

And by extension;

- All residents of Nairobi County.

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TO THE CLERK,

NAIROBI COUNTY ASSEMBLY,

CITY HALL,

NAIROBI.

GAKIWAWA
P.O BOX 61600-00200,
MWIKI WARD,
NAIROBI

APRIE 201 TERY 2024 15 APR 2024

RE; <u>PETITION TO THE COUNTY ASSEMBLY ON REGULARIZATION OF</u> LAND LR.No. 9363/3014 IN MWIKI WARD

On behalf of Gakiwawa Enterprises and its members, I wish to draw your attention to the above subject matter and Pe¹ the County Assembly to assist us obtain regularization of land LR.No. 9363/FC14 in Mwiki Ward.

The following facts serve as our foundation for submitting this Petition and humbly asking the Assembly to intervene in the issue at hand;-

- (i) On or about (date), we bought land plot LR. No.9363/3014 from Giathieko Farm ltd measuring 8.87 ha located in Infinity Area, Mwiki Ward.
- (ii) Following the complete land acquisition procedure, we were granted a lease in accordance with the Land Act's transitional provisions in sections 160 and 161, the Land Registration Act's section 108, and deed plan No. 435931. The lease dated 10th March 2022 has an annual rent of Ksh. 278, 200/= w.e.f 01-02-2022.
- (iii)The land was formerly an abandoned quarry with excavations reaching a depth of 100 feet; however, we backfilled it to restore its usability. We further constructed a perimeter wall and obtained approvals from the County Government to construct godowns.

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(iv) We have however stalled any further development on the land after we received information that the said land was County land which had been fraudulently sold to us.

Given the aforementioned information, we humbly ask that the County-Government regularizes the land and permits us to proceed with our project, which is entirely focused on the good of the local community. In return and in line with the CSR principle we will endeavor to construct and ECD centre and a primary school to serve the community as there is none within the area. Through the establishment of godowns we will further be in a position to create employment opportunities for the residents.

Thanking you in advance.

DAVID KIMANI

ID NO. 3938418

CHAIRMAN GAKIWAWA

DAY OF JUNE 2014.

GIATHIEKO FARM LIMITED

AND

GAKIWAWA

AGREEMENT FOR SALE

OF

TITLE NO: L.R. NO. 155977 L.R. NO. 9363/1743

DRAWN BY:
Livia K. Njarui
Advocate.
Sameer Industrial Park,
Road C Off Enterprise Road,
P.O. Box 61600-00200,
NAIROBI.

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BETWEEN

GIATHIEKO FARM LIMITED a limited liability company registered in the republic of Kenya of Post Office Box Number 61600 – 00200 Nairobi in the Republic of Kenya (hereinafter called ("The Vendor") which expression shall where the context so admits include his personal representatives and assignees) AND;

GAKIWAWA of Post Office Box Number 61600 - 00200 Nairobi in the Republic of Kenya (hereinafter called ("the Purchaser") which expression shall where the context so admits include his personal representatives and assignees).

WHEREAS:

The Vendor is registered as the absolute proprietor of ALL THAT parcels of land known as L.R. NO. 9363/1743 situated in Nairobi containing by measurement 8.8700Ha or thereabouts. (Hereinafter Called 'The Property').

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

1. The Vendor hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor the Property at an agreed consideration of Kenya Shillings Eighty Million (Kshs. 76,500,000/=) only, to be paid and be deposited in the following Bank Account Details: -

Bank:	
Branch:	
Account Name:	
Account Number	
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- 2. The interest sold is leasehold.
- 3. The sale is subject to the Law Society Conditions of Sale (2015 Edition) (hereinafter "the Law Society Conditions") in so far as they are not inconsistent with the conditions contained in this Agreement.
- 4. The completion date shall be the Sixtieth (60th) day from the date hereof or within Seven (7) days from the date the Purchaser receives the documents of title/certificate of title duly registered in his name (which ever shall occur first).

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- 5. The property is sold with vacant possession and free from all adverse claims. The purchaser shall be entitled to vacant possession upon payment of the full purchase price and upon-receipt of the completion documents herewith from the vendor.
- 6. The completion documents are:
 - a) All clearance certificates necessary.
 - b) Duly executed Transfer Document, in triplicate, made in favour of the Purchaser.
 - c) All other documents of title in respect of the above property which are in the vendors' possession.
 - d) A copy of the vendors PIN Certificates and National Identity Cards.
 - e) Three Passport sized photographs.
 - f) Any necessary consents relating thereto.
 - g) All other documents of title required to procure registration of the transfer in favour of the purchaser.
- 7. The Property is sold subject to: -
 - (a) All subsisting easements, quasi easements and rights of way (if any),
 - (b) The Acts, Reservations, Stipulations and Conditions subject to which the said piece of land is currently held by the vendors and as set out in the certificate of title but otherwise free from all encumbrances and any adverse claims.
- 8. The vendor shall at the Purchaser's request point out beacons of the property to the Purchaser on or before the completion date and the vendor shall be required to replace any missing beacon (s) at its own cost and expense. The purchaser shall also have the right to confirm the acreage of the said property.
- 9. In the event that the sale is not completed through the default of the purchaser by the completion date provided and the vendor is not in breach of the vendors' obligations pursuant to the terms of this agreement, the vendor may, without prejudice to any other remedy afforded to the vendor under this agreement, the Law Society Conditions or the common law, at its own discretion rescind the agreement.
- 10. If the vendor is not ready, able or willing to complete at the completion date; then, without prejudice to any other rights or remedies available to the Purchaser, the purchaser shall in the Purchaser's sole discretion have the right to rescind this agreement or to sue the vendor for specific performance or any other remedies.

10.1. Upon rescission, the vendor shall forthwith unconditionally refund to the Purchaser all monies paid to or for the account of the vendor by or on behalf of the purchaser pursuant to the provisions of this agreement without any deduction whatsoever. The vendor shall further pay to the purchaser a compensation of 10% of the purchase price for the said property together with interest at the rate of Twelve percent (12%) per annum to be computed from the date of default.

SPECIAL CONDITIONS

- (A) Time shall be deemed to be of the essence.
- (B) The Vendor undertakes warrants and covenants and agrees with the purchaser that:
 - (i) The property is not on a buffer zone, road reserve and its ownership thereof is not subject to any challenge whatsoever from the Government of Kenya, any Local Authority (including but not limited to the Nakuru County Council) and its ownership hereof is not in any challenge whatsoever;
 - (ii) There is no law or decree or similar enactment binding on it so far as it is aware which would conflict with or prevent it from entering into or performing and observing the terms of this agreement.
 - (iii) The Vendor is not engaged in nor to the best of its knowledge threatened by any litigation, arbitration or administrative proceedings relating to this property.
 - (iv) There is no adverse claim against the property, dispute regarding ownership, boundary, easement, rights of way or any other such matter.
 - (v) The Vendor has not given any rights of way, easement or any overriding interests and has no intentions of so doing.
 - (vi) The Vendor has not received any notice from Government or municipal authority or from owners of adjoining properties which remain to be complied with and has disclosed all such notices received to the purchaser.
 and
- (C) The Vendor shall obtain all the consents and clearances requisite for the completion of this sale Agreement at its own costs and the purchaser shall bear the costs of the Stamp Duty and Registration of the Transfer in his Favour.

- have been made in writing and signed by the Vendor and the Purchaser or their respective Advocates provided always the expression "variation" shall include any variation, supplement, amendment or replacement however effected.
- (E) In the event of dispute arising from this agreement for sale, the same shall be settled through good faith negotiations within thirty (30) days from the date of dispute. However, in the event the negotiations fail, the dispute shall be referred to a sole arbitrator to be agreed by the parties and in the absence of such agreement, the Arbitrator to be appointed by the Chairman Law Society of Kenya and the Arbitrators award shall be final and either party may apply to a competent court of Law for enforcement of the award.
- (F) This Agreement contains the whole agreement and understanding between the Vendor and Purchaser relating to the transaction provided for this Sale Agreement and Supersedes all previous agreements (if any) whether written or oral between the parties in respect of such matters.
- (G) Save with regard to any matters which require to be fulfilled and are in fact fulfilled prior to or at completion date, this Sale Agreement shall continue to be in full force and effect.

hereto the day and year first hereinbefore written. SIGNED by the Vendor GIATHIEKO FARM LIMITED] JAMES GITUNDU MOBILE NO. 0722828536 in the presence of:-ADVOCATE I CERTIFY that TAMES CITUADUL and CATHER FROM ITD being the directors of the vendor appeared before me on the 1271 day of 3UNE 2014 being known to me acknowledge the above by signature or mark to be his and that he freely and voluntarily executed this instrument and understood its contents. LIVIA K. NJARUI ADVOCATE P.105/20826/22 P. O. Box 15771 - 00509, WAIROSI... Advocate

whiles whereof this agreement has been duly executed by or on behalf of the parties

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SIGNED by the Purchaser	
DAVID KIMANI MUKUHA	MI
MOBILE NO. 0720940646	I MWWW
in the presence of:-	
]
ADVOCATE	
I CERTIFY that DAVID KIMANI MUKUHA	appeared before me on theday of
DANC DOLL being known to me	acknowledge the above by signature or mark to be
his and that he freely and voluntarily execut LIVIA K. ADVO P:105/20	red this instrument and understood its contents. NIARU. CATE Augusta 0826/22
	Advocate

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CF NO.329540



REPUBLIC OF KENYA

THE LAND REGISTRATION ACT
(No. 3 of 2012)
THE LAND ACT
(No. 6 of 2012)

REGISTERED LAND ACT (Repealed)
REGISTRATION OF TITLES ACT (Repealed)

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> 13825 20 MAR 2022 1230Md

LEASE

(This LEASE is issued pursuant to the transitional provision in Sections 160 and 161 of the Land Act and Section 108 of the Land Registration Act)

REGISTRATION UNIT <u>Nairobi Central</u> PARCEL NO. <u>LRNO.9363/3014</u>
THE NATIONAL GOVERNMENT in pursuance of a Change Of User

HEREBY LEASES to GAKIWAWA ENTERPRISES LIMITED (A LIMITED LIABILITY COMPANY DULY ESTABLISHED UNDER THE PROVISIONS OF THE COMPANIES ACT (2015) OF THE LAWS OF KENYA) (POST OFFICE BOX NUMBER 61600-00200 NAIROBI) hereinafter called the lessee.

ALL THAT piece of land comprised in the Registry Index Map No. - / Deed Plan No.

435931 containing by measurement approximately eight decimal eight seven (8.87)
hectares or thereabouts for the term of 946 years from the 1st day of November
1957 payable at the annual rent of Kenyan shillings. two hundred and seventy eight:
thousand, two hundred (278,200.00) w.e.f 01-02-2022 payable in advance on the
first day of January in each year and subject to the following special conditions.

SPECIAL CONDITIONS

- 1. No further buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise that in conformity with the plans and specifications previously approved in writing by the National /County Government. The National / County Government shall not give its approval unless it is satisfied that the proposals are such as to develop the land adequately satisfactorily.
- 2. The lessee shall maintain in good and substantial conditions all buildings at any time erected on the land
- 3. The land and buildings shall always be used for Godowns/Warehouse purposes
- 4. The buildings shall not cover more than 90% of the area of the land or such lesser area as may be prescribed by the National /County Government Development Control Regulations.
- The land shall not be used for any purpose which the National / County Government considers to be dangerous or offensive.
- The lessee shall not subdivide, change or extend use of the land, without prior written
 consent and approval of the National Government or County Government
- 7. The lessee shall not sell, transfer, sublet, charge or part with possession of the land or any part thereof or any building thereon except with prior consent in writing of the National / County Government.
- 8. The lessee shall from time to time pay to the National / County Government on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the National / County Government may assess.
- 9. The Lessee shall pay such rates, charges, duties, assessments or outgoings of whatever descriptions as may be imposed charge or assessed by the National / County Government on behalf of the National / County Government upon the land or the buildings erected thereon, including any contribution or other sum paid in lieu thereof.
- 10. The National Government or respective County Government or such other 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 main service pipes and drains, telephone wire, fiber optic and electric mains of all descriptions whether overhead or underground and the Lessee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or services pipes or fiber optic or telephone wires and

electric mains.

11. The National Government / County Government may revise the annual ground rent payable. Such rental shall be at a rate to be determined by the National Government / County Government of the unimproved value of the land.

· Dated this 10th day March , 2022

SIGNED BY:

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For: CABINET SECRETARY

Land Administration Officer

SURRENDER

We, GAKIWAWA ENTERPRISES LIMITED, a limited liability company having its registered office at Nairobi post office Box Number 61600 - 00200 in the Republic of Kenya (hereinafter called the "Surrenderor") the within named Grantee being registered as the proprietor as Lessee from the Government of the Republic of Kenya (subject however to such encumbrances and other matters as are notified by the memorandum indorsed hereon) of ALL THAT piece of land comprised in the within written Grant registered in the Government Land Titles Registry at NAIROBI in IR 155964 IN CONSIDERATION of approval for change of user in respect of L.R. No. 9363/1743 thereof under and subject to the Land Act (No. 6 of 2012) for the term at the rent and subject to conditions reserved by and contained in the draft of such Grant approved by it prior to the execution hereof HEREBY SURRENDER all its rights, title and interest in the said piece. of land to the Government of the Republic of Kenya freed and discharged from all its estate herein.

IN WITNESS WHEREOF We, the Surrenderor(s) have hereunto caused its common seal to be 11 the day of March Two thousand and Twenty-Two. affixed this

SEALED with the Common

Seal of the Surrenderor in the presence of:-

DIRECTOR/ SECRETARY

MEMORANDUM NIL

DRAWN BY:

THE CABINET SECRETARY

P.O BOX 30089

NAIROB1

DRAWN BY:

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REPUBLIC OF KENYA IMINISTRY OF LANDS AND PHYSICAL PLANNING

Telephone: ÷254 (0)20 2718850 Fax: +254(9)20 2724470

When replying please quote

Ref: 57814/543

ARDHI HOUSE

14 Ngong Avenue

P.O. BOX 30089-00100

NAIROBI

6th December, 2021

Director of Survéys, <u>NAIROB</u>I.

And,
Director Physical Planning,
NAIROBI.

RE: PROPOSED CHANGE OF USE FROM RESIDENTIAL TO GODOWNS/WAREHOUSE ON LR. NO.9363/1743 – RUAI, OFF EASTERN BY PASS - NAIROBI CITY COUNTY

The above subject refers.

I am in receipt of P.PA. 2 Ref No. PRN: PPA-CU-AAE972 dated 3rd November, 2021 from the County Government of Nairobi for the above-mentioned parcels seeking the change of use.

Kindly favor me with your recommendations to facilitate further action.

JANET A. OREGO

FOR: DIRECTOR, LAND ADMINISTRATION



MINISTRY OF LANDS AND PHYSICAL PLANNING

Telegrams: "MINILANDS", NAIROBI Telephone: Najrobi, 2718050 When replying please quote ARDHI HOUSE 1ª NGONG AVENUE ROAD OFF NGONG ROADP.O. BOX 30450-00100 NAIROBI

Ref: 329540/11

Date: 9th February, 2022

GAKIWAWA ENTERPRISES LIMITED P.O. BOX 616600 - 00200 NATROBI

RE: PROPOSED CHANGE OF USER FROM RESIDENTIAL TO WAREHOUSE ON L.R. NO. 9363/1743 – OFFEASTERN BYPASS NAIROBI

Further to my letter Ref 329540/9 date 24th January, 2022, and I'm pleased to inform you that valuation for your parcel has been assessed at kshs.278,200/- with effect from 1st February 2022, you are required to pay legal fee for surrender and new grant as follows:

Surrender fees:			
Conveyancing fee	34	Kshs	750.00
Registration fee		Kshs	500.00
Stamp duty		Kshs	100.00
New Grant fees:			
Conveyancing		Kshs	1,250.00
Registration fee		Kshs	500.00
Stamp Duty		Kshs	5,600.00
Change of user approval fees		Kshs	5,000.00
Rent w.e.f 1.02.2022 to 31.12.2022 Kshs		Kshs	255,016.00
. 8			
Total	*	Kshs	268.716.00

JANET A. OREGO

For: DIRECTOR, LAND ADMINISTRATION



REPUBLIC OF KENYA MINISTRY OF LANDS AND PHYSICAL PLANNING

Telegrams "Lands", Nairobi Telephone: Nairobi 02718050 When replying please quote

DEPARTMENT OF LANDS 1st NGONG AVENUE OFF NGONG ROAD P.O. Box 30089 NAIROBI

Ref: 329540/9

24th January, 2022

Fawcettt Ouma Komollo (Registered Planner) P.O Box 6895-00100 NAIROBI.

RE: PROPOSED CHANGE OF USER FROM RESIDENTIAL TO WAREHOUSE ON LR. NO. 9363/1743 – OFF EASTERN BYPASS, NAIROBI CITY COUNCIL

Further to your above referenced application, I wish to inform you that the same has been provisionally approved by the Government subject to the following conditions:

- Surrender of the original title in exchange for new one reflecting the new user. i)
- Payment of Kshs 5,000.00 being change of user approval fees ii)
- Submission of duly sealed and endorsed Deed Plan/R.1.M from the Director of Surveys. iii)
- Payment of enhanced ground rent as will be assessed by the Government Valuer and iv) communicated later.
- Payment of the legal fees as will be communicated later V)
- Adherence to all the conditions stipulated in on Form P.P.A.2. Dated 3rd November vi) 2021, any other conditions by the County Government or any other relevant Government institution.

For: DIRECTOR, LAND ADMINISTRATION

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1. Director of Surveys

- NAIROBI

2. County Director Physical Planning - NAIROBI

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REPUBLIC OF KENYA DISTRICT OF MARCE 1288 Edeally 3 to 25 / 1 Lano Reference เพื่อ 93 €5/56× (Orig No Stat 1743) Reference map <u>(few)</u> Subawision No (Ong No of Section No Bearings : Area*= 6 870 Ma (448*777) 226 08 45 14.15 :9343/373 110 No. 9363 3014 MEDING 145日7街 1230 11 4 S. M. GITIER 86/10 8 "NUGUST 2619 2135931

RIPHRIK (DERENG A

THE CAND REGISTRATION ACT (No. 3 of 2012, Section 108) THE LAND ACT

 $(No. \circ o)/20(2)$

THE REGISTRATION OF TITLES ACT (Cap. 281) (Repealed)

THE GOVERNMENT LANDS ACT (Cap. 280) (Repealed)

THE LAND TITLES ACT (Cap. 282) (Repealed)

CERTIFICATE OF TITLE

itle No. IR.247478 Term 946 Years From: 01-11-1957

Annual Rent Kenya Shillings: Two Hundred and Seventy Eight Thousand Two Hundred Only (Kshs.278,200/=)

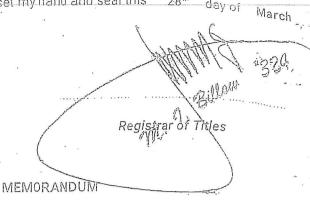
hereby certify that GAKIWAWA ENTERPRISES LIMITED (POST OFFICE BOX NUMBER 1600-00200, NAIROBI) in the Republic of Kenya, pursuant to a Change of User are now the egistered proprietor(s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) as lessee(s) from the Government of the Republic of Kenya for the egistered proprietor (s) and the egistered proprietor (s) from the Government of the egistered proprietor (s) from the Government of the Egistered proprieto

L that piece of land situate in the City of Nairobi in the Nairobi Area District containing by measurement Eight Nought Eight Seven Nought Hectares (8.870 Ha) (less road reserve of Nil Ha/Ac) or thereabouts and being land Reference Number 9363/3014 (original Number 9363/1743) as delineated on Land Survey Plan Number 435931 annexed hereto SUBJECT however to the revisable annual rent of shillings Two Hundred and Seventy Eight Thousand Two Hundred Only (Kshs.278,200/=) and to the Act(s) special conditions, Encumbrances and other matters specified in the Memorandum hereunder written.

GPK (SP | 227) - 100m - 5220 | 8

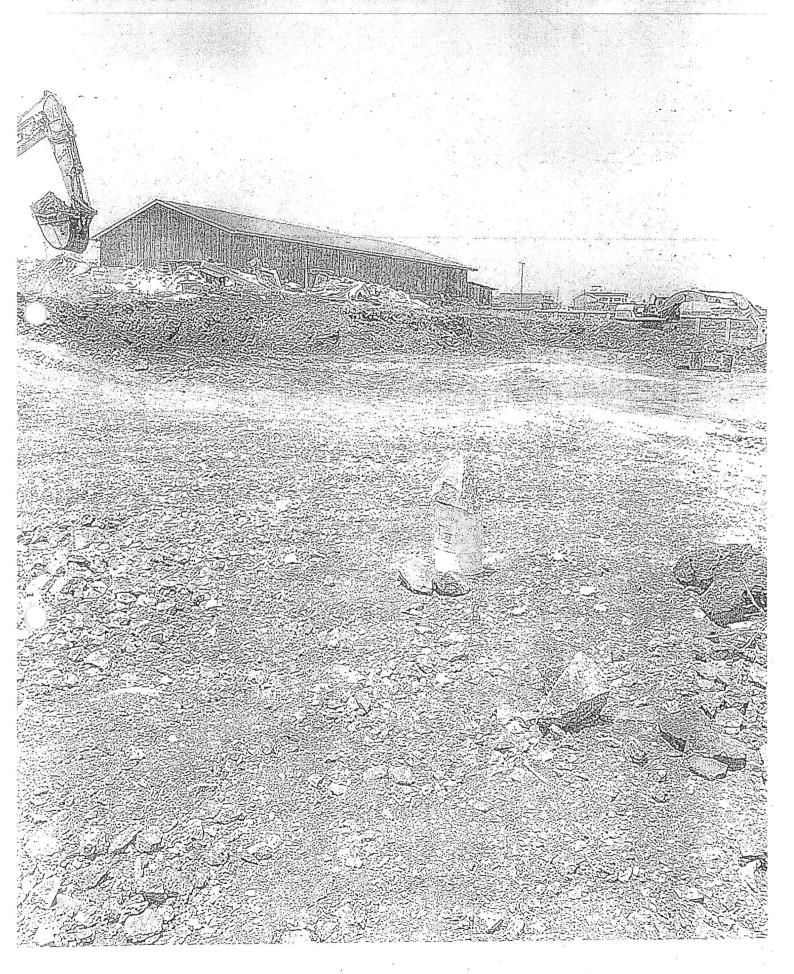


two thousand and twenty-two



- 1. The Land Registration Act, No. 3 of 2012
- 2. The Land Act No. 6 of 2012
- 3. The Special conditions contained in Lease No. IR.247478/1
- 4. The Government Land Act (Cap 280) (Repealed)
- 5. The Registration of Titles Act (Cap 281) (Repealed)

LAND TITLES REGISTRY - NAIROBI REGISTRY
RECISTRATION OF THILE ACT
RECISTERED AS NO. LD 24745 | 1
PRESENTED 2845 3 Rest 2000 | 1



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