

NAIROBI CITY COUNTY

Telephone 254 202224281
Fax: 22217704
Email: investigation@nairobi.go.ke
Web: www.nairobi.go.ke



City Hall,
P. O. Box 30075-00100,
Nairobi,
KENYA.

INVESTIGATION & INFORMATION ANALYSIS DEPARTMENT

MEMO

TO : CHIEF VALUER

FROM : DIRECTOR, INVESTIGATION AND INFORMATION ANALYSIS

REF : IIA/1/2/VOL.XV/23/mjm

DATE : 1ST SEPTEMBER, 2015

RE : EF 119/15
**ALLEGED ILLEGAL DEVELOPMENT OF LR NO.209/13686-7
GENERAL WARUINGE STREET PUMWANI**

This office is conducting an inquiry on alleged illegal development of the above parcel of land.

In the course of the said inquiry, it emerged that another party namely Abdi Abdirahman Muhumed holds titles No.IR 89211 and 87666 for LR No.209/14652 and 209/14651 respectively, apparently pointing to the same ground and location as the subject property, also being claimed by Jonathan Gichoya Muiruri and Benjamin Musyoka Mutua. The latter parties hold lease titles No.IR 45864 for LR No.209/13686 and 209/13687 issued by the defunct City Council of Nairobi on 16th December, 2014 and allegedly registered by Registrar of Titles on 23rd December 2014.

The purpose of this memo is to request you to confirm as alluded to in your memos ref: VAL.162/VB 237/12/AK/fo and VAL.III3/VB 1237/12/1 and 2NNI/mnn both dated 9th February 2010 and 11th November 2009 respectively, (copy attached) whether LR No.209/14651 and 209/14652 were resultants of sub-division of LR 209/6712 belonging to the defunct City Council of Nairobi and evidence of alleged irregular sub-division and such ownership for my further action.

Kindly but urgently expedite.

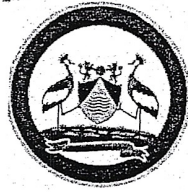
GEOFFREY K. RIUNGU
DIRECTOR, INVESTIGATION AND INFORMATION ANALYSIS

RECEIVED	
DATE	RATING
9/9/15	
3:44pm	
3629	

"The City of Choice to Invest, Work and Live In"

NAIROBI CITY COUNTY

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City Hall
P.O. Box 30075-00100
Nairobi
Kenya

OFFICE OF THE GOVERNOR COUNTY SECRETARY AND HEAD OF COUNTY PUBLIC SERVICE

M E M O

FROM : CHIEF VALUER
TO : DIRECTOR - INVESTIGATION AND INFORMATION ANALYSIS
REF : VAL. 763/VB 237/12/NNI/awk
DATE : 9TH SEPTEMBER, 2015.

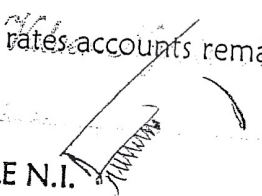
RE: EF 119/15-DEVELOPMENT ON LRNOs. 205/13686-7 AND 209/14651-2

Your Memo Ref: 11A/1/2/VOL. XV/23/MJM dated 1st September 2015 on the above referenced matter refers.

The Memo Ref: VAL 162/VB 237/12/AK/fo of 9th February, 2010 and VAL. 1113/VB 1237/12/1/NNI/mnn of 11th November, 2009 in deed emanated from this department. However, it was found out after investigations in the year 2010 that the said properties are not part of LR:NO. 209/6712 as earlier alluded to in the Memos under reference.

However, it appears though that there is duplication of numbers and LR:NOs. 209/13686-7 are the same one as LR:NOs. 209/14651-2 (now LR:NO. 209/19881).

All the rates accounts remain suspended awaiting conclusion of investigation process.


NYOIKE N.I.
CHIEF VALUER

CC : Chief Accountant (Rates)

CITY COUNCIL OF NAIROBI

M E M O

FROM: CHIEF VALUER

TO: SENIOR COUNSEL LITIGATION
Att: JK. NDICHU
REF: VAL 1161/VB 237/12/1/NNI/mnn

DATE: 27TH NOVEMBER 2009

DOCTOR HOUSES – PUMWANI MATERNITY HOSPITAL LR NO 209/6712

Your memo Ref.DLA/K1/1013/M/09 date 20th November 2009 on the above referenced matter refers.

This is to instruct you to

Please initiate the process of cancellation of titles on LR NOs 209/14651 and 209/14652 which were illegally hived off LR NO 209/6712. The details of the properties are as follows;

	<u>LR NO</u>	<u>IR NO</u>	<u>DATE OF ALLOCATION</u>	<u>ALLOTEE</u>
1)	209/14651	87666/1	14/12/01	Musa Magondo Kenya P. O. Box 64217 NBI
2)	209/14652	87211/1	14/02/07	Kheira Omar Maalim P. O. Box 69817 NBI

K. J. AYIECHO
Ag: CHIEF VALUER

c.c - Deputy Town Clerk
- Director Legal Affairs
- Chief Accountant (Rates)

[Signature] 27/11/09

Mmm

Pse Comely

& Pring the

for.

27/11/09

Chief Valuer

RE: VAL 143/237/12/1/NN1

To: Senior Counsel Litigation.

VAL 1161

URGENT

RE: DOCTOR HOUSES - PUMWANI MATERNITY HOSPITAL

LRNO: 209/6712.

Your memo of 02/11/03 dated 20th November 2003 on the above referenced matter refers.

Please initiate the process of cancellation of titles on LRNOs 209/14651 and 209/14652 which were illegally hired by LRNO 209/6712. The details of the properties are as follows:

<u>LRNO:</u>	<u>LRNO:</u>	<u>Date of Allocation</u>	<u>Allotee:</u>
(1) 209/14651	87666/1	14/12/01	Musa Magendo Kanya P.O. Box 64217 NBS
(2) 209/14652	89211/1	14/02/07	Khaira Omar Madi P.O. Box 64817 NBS

cc - Deputy Town Clerk.
Director Local Authorities

VR 237

VERY URGENT

M E M O

NAIROBI CITY COUNCIL

RECEIVED		
CHIEF VALUER VALUATION	RATING	
DATE: 20/11/09	PROPERTIES	
TIME: 10:30 AM	ACQUISITION	
8882		

FROM : SENIOR COUNSEL LITIGATION
 TO : CHIEF VALUER
 REF : DLA/KI/1013/M/09
 DATE : 20TH NOVEMBER 2009

VR 237

RE: DOCTORS HOUSES -PUMWANI MATERNITY HOSPITAL-MERU ROAD


Kindly but very urgently do supply the undersigned with instructions to enable him commence the process of cancellation of Sub Title L.R. NOS. 209/4651 AND 209/14652.

The said instructions should include the following.

1. Original Titles of the Land L.R. No. 209/6/12 belonging to the City Council.
2. When was the illegal allocation and / or excisions done.
3. The beneficiaries and/ or holders of the said parcels NO.209/14651 and 209/14652

Please treat the same as being very urgent.

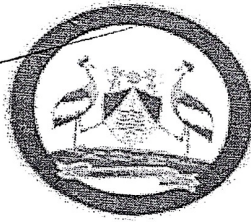
Dev
Pse
see & lead
20/11/09


 J.K. NDICHU
 COUNSEL - LITIGATION

C.C. DLA

237

NAIROBI CITY COUNTY



OFFICE OF THE COUNTY ATTORNEY

INTERNAL MEMO

TO : CHIEF COUNSEL CONVEYANCING
DATE : NOVEMBER 16, 2014
REF : LA/DDLA/VAO/1100/M/15

RE : ALLEGATION OF OBTAINING LAND (L.R 209/6712) BY FALSE PRETENCES

Reference is made to the above subject matter and the memo from the Director Investigation and Information Analysis.

Kindly but urgently confirm with the records on whether the Lease attached hereto is authentic.

Herewith please find the copy of the Lease and the correspondences.

V.A. Dyangi
V.A. DYANGI
FOR: DIRECTOR LEGAL AFFAIRS

CC. County Attorney
Director Investigations and Information Analysis

NAIROBI CITY COUNTY
RECEIVED

DATE: 17/11/15	TIME: 10:15am	4988

P.K. Cheruor
Doi
17/11

NAIROBI CITY COUNTY

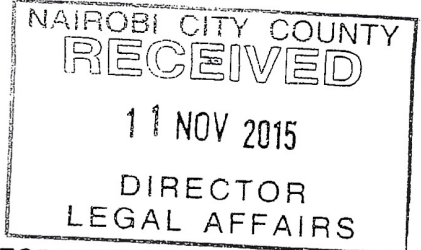
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INVESTIGATION & INFORMATION ANALYSIS DEPARTMENT

INTERNAL MEMO



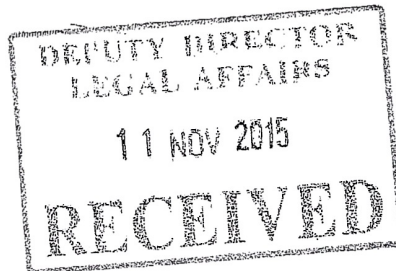
TO : DIRECTOR LEGAL AFFAIRS
FROM : DIRECTOR, INVESTIGATION AND INFORMATION ANALYSIS
REF : IIA/1/2/VOL.XV/142/2015
DATE : 9TH NOVEMBER, 2015

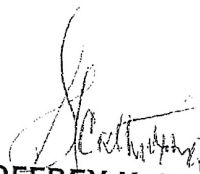
RE : ALLEGATION OF OBTAINING LAND (LR NO. 200/6712) BY FALSE PRETENCES

Reference is made to your memo ref. LA/DDLA/VAO/1040/M/2015 dated 30th October, 2015 (copy attached) on the above captioned.

Forwarded herewith, please find a complete copy of lease document for your further action as earlier sought vide our memo ref. IIA/1/2/VOL.XV/127/2015 of 27th October, 2015.

Regards.




GEOFFREY K. RIUNGU

DIRECTOR, INVESTIGATION AND INFORMATION ANALYSIS
/aw.

DDLA
F N A
u/h

Sh. 11 (study of the ...)

NAIROBI CITY COUNTY



OFFICE OF COUNTY ATTORNEY

INTERNAL MEMO

30 OCT 2015

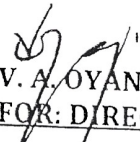
3.59/2015

FROM : DIRECTOR LEGAL AFFAIRS
TO : DIRECTOR, INVESTIGATION & INFORMATION ANALYSIS
ATT: E. W. WANATTA
DATE : 30TH OCTOBER, 2015
REF : LA/DDLA/VAO/1040/M/2015

RE : ALLEGATION OF OBTAINING LAND (L.R. NO. 209/6712) BY FALSE PRETENCES

Your memo of 27th October, 2015, referenced IIA/1/2/VOL.XV/127/2015 refers.

Kindly but urgently provide us with a complete lease document for us to act. The one provided does not have the last page which is the signing page and we are unable to authenticate without it.


V. A. OYANGI
FOR: DIRECTOR LEGAL AFFAIRS
C.C. - County Attorney

NAIROBI CITY COUNTY

Telephone: 2224281
Web: www.naibocity.go.ke



City Hall
P. o box 30075-00100
Kenya
Nairobi

OFFICE OF THE GOVERNOR
COUNTY SECRETARY AND HEAD OF COUNTY PUBLIC SERVICE

EVE

F/A in

VAL. 32/VB 237/12/NNI/lgm

15th January 2015

RE: REPORT ON LR NO: 209/6712

SITUATION:

Along Racecourse Road.

AREA:

2.20 Hac. Or 5.43 acres

STATUS ON THE GROUND:

The land in question represent the doctors flat neighbouring Pumwani Maternity Hospital.

The conditions title indicate that the land should not be transferred, sub-let or charged without the authority of the Commissioner of Lands.

The attached lease from **Bakai Maalim Kulumia** has not been endorsed on the main title (see copy attached).



BAKAI MAALIM KULMIA

P.O. BOX 77883 NAIROBI

H. E. Evans Kidero
The Governor,
Nairobi County Government,
NAIROBI.

14.01.2015

"Delivery By Hand"

Dear Sir,

**RE: APPLICATION TO EXTEND THE LEASE/TITLE IN
RESPECT OF L.R NO. 209/6712 LEASED TO
BAKAI MAALIM KULMIA**

The undersigned holds Lease over the above property duly executed by the defunct City Council of Nairobi.

The term granted by the Government of Kenya to City Council of Nairobi on the basis which the sub-lease was issued, expires within the next few years.

I therefore request the County Government to write to the National Lands Commission to issue me a new grant in my name. As you are aware the process of renewing a lease is time consuming as it requires allotment, survey, valuation and registration.

Yours faithfully,

[Handwritten Signature]
BAKAI MAALIM KULMIA

Nyoihe
Pls give report
urgently.
MA 15/1/15

*copy together
to be report
by CO.
15/1/15*

NAIROBI CITY COUNCIL	
RECEIVED	
CHIEF VALUER VALUATION	RA 15
DATE: 15/1/15	
TIME: 9:58am	
No: 99	ACQUISITION

638
43 SEP 2007
14.46 Hrs
NAIROBI

REPUBLIC OF KENYA

THE REGISTRATION OF INSTRUMENTS ACT
(CHAPTER 228)
TITLE NUMBER LR. 33892/1/54

VB 498/9
1R10796
1R10795
6-9 Per
5055
19
6

THIS LEASE is made the 7th day of October One Thousand Nine and Ninety Eight BETWEEN THE CITY COUNCIL OF NAIROBI in the Republic of Kenya a Local Authority duly constituted under the Local Government Act (Chapter 265) of the Laws of Kenya (hereinafter called "the Council") of the one part and MOHAMMED HASHI ABDI AND AHMED ABDI ABDILE both of Post Office Box Number 6872, NAIROBI (hereinafter called "the Lessee") of the other part.

WHEREAS:-

- (a) The Council is registered as the proprietor as Lessee from the President of the Republic of Kenya for the term of Ninety Nine (99) years from the first day of August One Thousand Nine Hundred and Sixty-nine (subject to such charges Leases encumbrances and other matters as are notified in the Memorandum endorsed hereon and to the annual rent of a peppercorn (if demanded) the provisions of the Government Lands Act (Chapter 280) and to the special conditions contained or referred to in a grant registered in the Registry of titles at Nairobi as Number L.R. 33892/1 of ALL THAT piece of land situated in the City of Nairobi in the Nairobi area of the said Republic of Kenya containing by measurement One Nought Decimal Nought Nought Nought (10.000 ha) hectares or thereabouts known as Land Reference Number 36/VII/619 being the premises comprised in the said grant and more particularly delineated and described on Land Survey Plan Number 74789, annexed thereto and thereon bordered red.
- (b) The Council has caused the said piece of land to be sub-divided into separate plots and has erected housing units thereon
- (c) The Council has agreed to grant a lease to the Lessee of one of such plots together with the buildings and improvements erected and being thereon in considerations of the sum of Kenya Shillings Thirty Six Thousand (Kshs. 36,000/=) Only already paid by the Lessee to the Council (as the Council hereby admits).

NOW THIS LEASE WITNESSETH that in pursuance of the said agreement and in consideration of the said sum already paid and the rent and covenants on the part of the Lessee hereinafter reserved and contained the Council HEREBY LEASES unto the Lessee ALL THAT piece of Land situate in the City of Nairobi in the Nairobi area of the said Republic of Kenya containing by measurement Nought Decimal One Eight Five Nine (0.1859 Ha) of an hectare or

12
Sept
Juel

hereabouts known as Land Reference Number 209/17488 being a portion of the premises comprised in the said grant which said piece of and with the dimensions abutals and boundaries thereof is more particularly delineated of Land Survey Plan Number 277389 annexed hereto and thereon bordered red TOGETHER with the buildings (consisting of complete flats in a vertical section) and other improvements erected and being thereon (hereinafter called "the demised premises") being part of a block of flats erected by the Council AND TOGETHER with the rights and benefits specified in the first schedule hereto BUT EXCEPTING AND RESERVING unto the Council the rights and benefits specified in the second schedule hereto TO BE HELD by the lessee for the term of Ninety-Nine (99) years from the first day of August One Thousand Nine Hundred and Sixty Nine (less the last three days thereof) YIELDING AND PAYING therefore during the said term the yearly rent of Kenya Shillings Three Thousand (Kshs. 3,000/=) Only subject to the following covenants provisions and modifications.

- (1) The Lessee hereby covenants and agrees with the Council as follows:-
1. To pay the rent hereby reserved (if any) at the times and in manner aforesaid;
 2. To pay all existing and future rents rates taxes duties assessments outgoings water lighting sanitary conservancy and administrative and development charges (if any) and all other charges whatsoever which now are or may hereafter be assessed imposed or charged on the demised premises or upon the Council or Lessee in respect thereof (the rent reserved by the said grant only excepted);
 3. To keep to the satisfaction of the City Engineer for the time being of the Council the demised premises including the drain sanitary and water apparatus and all fixtures and additions thereto in good tenantable repair and condition throughout the said term PROVIDED THAT all walls and fences the use of which is common to the demised premises and other premises shall be maintained by the Lessee as party walls and fences;
 4. To keep clean and reasonably lighted the passages landing staircases and other parts of the demised premises enjoyed or used by the lessee in common with the owners of adjoining premises;
 5. To keep clean and tidy and generally maintain the gardens grounds forecourts and pathways forming part of the demised premises;
 6. not to remove or cut top or prune any trees shrubs or bushes on or about the demised premises unless the Council's previous consent in writing thereto shall have been obtained under the hand or the Town Clerk for the time being of the Council.
 7. Not to make or permit or suffer to be made any alterations in or additions to the buildings fences and improvements forming part of the demised premises without the

previous consent in writing of the Council first obtained under the hand of the said Town Clerk and if the Council shall consent in writing to such alterations or additions to execute such manner as directed by and to the satisfaction of the said City Engineer.

8. To paint with two coats of good oil paint or paint of suitable quality in a workmanlike manner to the satisfaction of the said City Engineer all the wood metal work and other parts of the demised premises hereto fore or usually painted as to external work in every third year and as to the internal fifth year of the said term (and in each case the painting to be done in the last year of the term as well) the time in each case being computed from the date hereof and on the occasion of every external painting to grain varnish an colour the external parts of the demised premises usually so dealt with an on the occasion of very internal painting to grain varnish distemper wash stop whiten and colour all such parts as are usually so dealt with.
9. To permit the Council or its duly authorised agent or agents with or without workmen and appliances and any person authorised by it at all reasonable times to enter upon the demised premises and every part thereof to examine the state and condition of the same AND thereupon the council may serve upon the Lessee a notice in writing specifying any repairs and decorations necessary to be done AND within the time specified in every such notice as aforesaid to do all such repairs and decorations. To the demised premises as the Lessee is liable to do under this Lease AND in the event of his failing so to do the Council shall be a debt due from the Lessee to the Council and be forthwith recoverable by action.
10. To permit the said City Engineer or his agent or agents with or without workmen and appliances and others at all reasonable times to enter into and upon the demised premises to execute repairs or alterations on any adjoining premises provided that the Council shall make good all damage caused to the demised premises occasioned by such entry.
11. To pay to the Council a fair proportion (to be determined by the said City Engineer whose determination shall to binding up in the Lessee) of the expenses or repairing cleaning and renewing all drains pipes roads pavements sewers and any other things the use of which is common to the demised premises and other premises.
12. To use the demised premises for residential purposes only and not to carry on or suffer or permit to be carried on any trade or business on the demised premises.
13. Not to do or permit or suffer to be done upon the demised premises or any part thereof any act matter or thing whatsoever which may be or become a nuisance or annoyance or cause damage or inconvenience to the Council or to the tenants or

occupiers of the adjoining or neighbouring property or to the public generally or which may tend to lessen or depreciate the value of the demised premises or of the property in the neighbourhood AND not to store any petrol or other inflammable material on the demised premises.

14. To insure and keep insured at all times during the said term to the full value thereof the buildings and improvements forming part of the demised premises together with the fixtures and fittings therein against loss or damage by fire and such other risks as the Council may from time to time consider expedient in the joint names of the Council and the Lessee in some insurance office to be approved by the Council and to pay all premiums necessary for that purpose within ten (10) days after the same shall become payable and to produce to the City Treasurer for the time being of the Council on demand the policy policies of such insurance and the receipt for each such payment and to cause all money received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the said buildings and improvements PROVIDED THAT if the lessee shall at any time fail to keep the said buildings and improvements insured as aforesaid the Council may do all things necessary to effect or maintain such insurance and any money expended by the Council for that purposes shall be repayable by the Lessee on demand and be forthwith recoverable by action.
15. One the expiration or sooner determination of the term hereby created to deliver up the demised premises in such state of repair and condition and preservation as shall be in strict compliance with the covenants in that behalf on the part of the lessee herein contained or implied.
16. To pay the amount of stamp duty and registration fees on this Lease and a counterpart thereof and all survey fees and costs in connection with its preparation.

II. The Council hereby covenants and agrees with the Lessees that the Lessees paying the rent hereby reserved and observing and performing the covenants on the Lessee's part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption from or by the Council or any person lawfully claiming from under or in trust for it.

III. **PROVIDED ALWAYS AND IT IS HEREBY MUTALLY AGREED** as follows:-

1. That if the rent hereby reserved or any part thereof shall be unpaid for Twenty-One (21) days after becoming payable (whether formally demanded or not) or if the Lessee or their person or person in whom for the time being the said term

shall be vested shall become bankrupt or enter into any composition with his or their creditors or shall suffer any distress or process of execution to be levied on his or their goods or shall fail to observe or perform all or any of the covenants or provisos agreements or conditions herein contained and on his or their part to be observed and performed then in any such case the Council may re-enter upon the demised premises or any part thereof in the names of the whole without taking any proceedings at Law for that purpose and thereupon this demise shall absolutely determine PROVIDED that a copy of such notice of intended re-entry shall be served on any person or body having registered charge against the title but without prejudice to any legal remedy the Council may have and to the claims of the Council for any arrears of rent or otherwise which may be due and payable in respect of the demised premises.

2. Any notice under this Lease shall be in writing and any notice consent or approval to be given hereunder on behalf of the Council shall be in writing and unless otherwise provided shall be signed by the Town Clerk for the time being of the Council and shall be sufficiently given if sent to the Lessee in a prepaid registered envelope addressed to the Lessee's usual or last know postal address and a notice sent by post shall be deemed to have been served three (3) days after the date of posting thereof.
3. In this Lease where the context so admits:-
 - (a) The Expression "the Council" includes its successors and assigns;
 - (b) The Expression "the Lessee" includes his personal representatives and assigns;
 - (c) Words importing the masculine gender only include the feminine gender;
 - (d) Words importing the singular number only include the plural number and where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such person jointly and severally.
 - (e) Where there are two or more persons included in the expression "the Lessee" any act default or omission by the Lessee shall be deemed to mean any act default or omission by any one or more of such persons.

AND the lessee hereby accepts this Lease subject to the conditions restrictions and stipulation above act forth or referred to.

IN WITNESS WHEREOF the Council has caused its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand the day and year first above written.

THE FIRST SCHEDULE BEFORE REFERRED TO

- (i) So far as the Council can grant the same the right of free passage and running of electricity water and soil (in common with the Council and all other person entitled thereto) by and through the wires conduits drains pipes and sewers in or under the neighbouring flats and land of the Council.
- (ii) The right of support enjoyed by the demised premises at the date hereof but subject to the rights of other parts of the same block of flats to be supported by the demised premises as the same now are.
- (iii) The benefit of the stipulations and restrictions imposed by the Leases of other flats in the same block.
- (iv) The right in common with the Council and the occupiers of all other flats in the same block and all others having the like right to use for the purposes only of access to and egress from demised premises the entrance hall passages staircases therein as are not included in any of the other flats.
- (v) The right to use in common with the other occupiers of flats in the same block and their visitors the gardens forecourts and pathways within the cartilage of the same block for the common enjoyment thereof.
- (vi) The right to use in common with the occupiers of other neighbouring flats that area of land (if any) set aside by the Council for parking of cars.
- (vii) Any other rights licences easements gauze easements (go far as the Council can grant the same) as are at present apartment to or enjoyed with the demised premises.

IE SECOND SCHEDULE BEFORE REFERRED TO

- (viii) The right of free passage and running of electricity water and soil by and through the wires conduits drains pipes and sewers in or under the demised premises. The right for the Council and its agents or contractors at all reasonable times to enter upon the demised premises with or without workmen for the purpose of inspecting repairing cleansing or renewing the said drains pipes and sewers

(ix) That the Council will on the request of the Lessee made at any time before the expiration of the term hereby granted and if there shall not at the time of such request be any existing breach or non-performance or non-observance of any of the covenants on the part of the Lessee hereinbefore contained and, at the expenses of the Lessee grant to the Lessee a lease of the said piece of land for a further term to commence from the expiration of the said term (or as the Council may deem fit) at a rent to be then determined and containing the like covenants and provisions as are herein contained with the exception of this present clause.

AND THE LESSEE HEREBY ACCEPTS this lease subject to the conditions restrictions and stipulations above set forth or referred to.

Dated this 7th day of October, 1998

IN WITNESS WHEREOF the Council has caused its common seal to be hereunto affixed the day and year first above written.

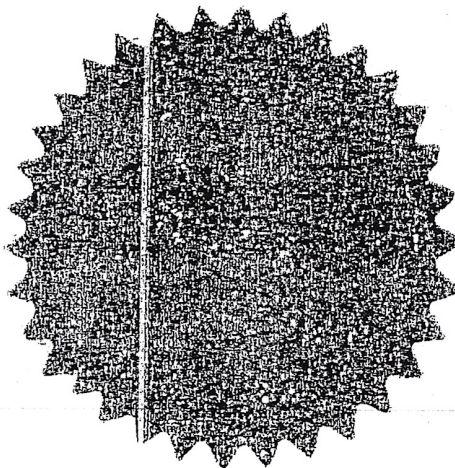
The COMMON SEAL of THE)
CITY COUNCIL OF NAIROBI)

was hereunto to affixed)

the presence of:-)

[Signature])
TOWN CLERK)

[Signature])
MAYOR)



2008

9

THE FOLLOWING INSTRUMENT HAS BEEN REGISTERED AGAINST THE TITLE
Provisional Certificate of Title Issued vide
Cassette Notice No. to 4350 dated
30th April 2009.

Registration No. 662 Date of Registration: 7-8-2009

[Signature]
Registrar

C.N. KITUYI 215

I hereby certify this to be a true copy
of the Original

Stamp duty Rs. 500/-

Copying fee Rs. 20/-

Date 16th April 2010

[Signature]
REGIS. RAJ. OF TITLES

C. S. Maina 235

REPLY MAIL OR LETTERS

REPUBLIC OF KENYA

DISTRICT OF NAIROBI AREA

Locality: Nairobi

Reference Map: South A 37

Land Reference No. 209/17488

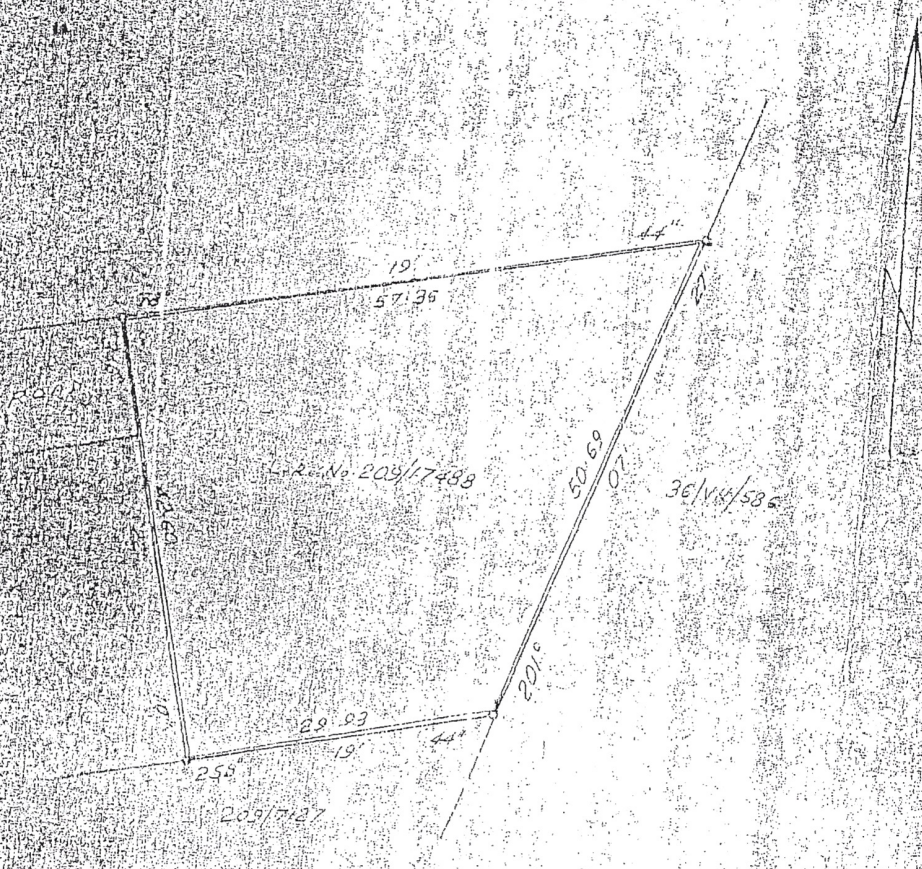
(Orig No. _____)

Sub-division No. _____ (Orig No. _____)

of Section No. _____

Area = 0.1859 Ha. (Approx.)

Bearing	Distance
	Meters

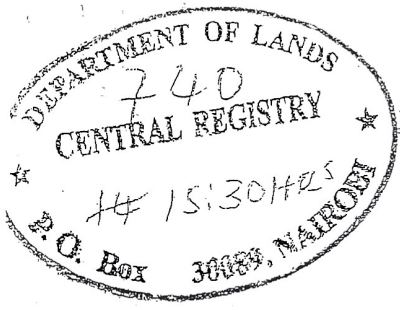


Surveyed by _____
No. 209/17488
Volume No. 3-1384

Traced by _____
Compiled by _____

Scale 1 in. 500

[Signature]
for Director of Surveys
Nairobi 15th June 2007
DEED PLAN No. 277389



REPUBLIC OF KENYA

MINISTRY OF TITLES

(INLAND DISTRICT)

TITLE NUMBER I. R. 12431



THIS LEASE is made the 9th day of December One Thousand Nine Hundred and ninety nine Between THE CITY COUNCIL OF NAIROBI in the Republic of Kenya a local authority duly constituted under local Government Regulations 1963 (hereinafter called the Council") of the one part and BAKAI MAALIM KILMIA of P. O. BOX Nairobi aforesaid 77883 (hereinafter called "the Lessee") of the other part.

WHEREAS:

- (a) The Council is registered as the proprietor as Lessee from the President of the said Republic of Kenya for the term of Ninety-nine years from the First day of One Thousand Nine Hundred and (Subject to such charges as notified by Memorandum written hereon to the annual rent of a peppercorn (If demanded) and to the provisions and special conditions contained or referred to in a Grand registered in the Registry of Titles at Nairobi as Number I.E12431/1) of ALL THAT piece of land situate in the City of Nairobi in the Nairobi Area of the said Republic of Kenya containing by measurement One Hundred and Four decimal Five (104.5) acres or thereabout know as Land Reference Number 209/1501 being the premises comprised in the said Grant and more particularly delineated on Land Survey Plan Number 55114 annexed thereto and thereon bordered rcd.
- (b) The council has caused the said pieces of land to be sub-deviled into separate plots and has named a portion

(c) The council has agreed to grant a leaser to the lessee of one of such plots on the terms hereinafter mentioned.

NOW THIS LEASE WITNESSETH that in pursuance of the said agreement and in consideration of the rent and covenants on the parts of the lessee hereinafter reserved and contained the council HEREBY LEASES unto the lessee ALL THAT piece of land situated in the city of Nairobi in the Nairobi area of the said republic of Kenya containing by measurement five decimal four three (5.43) hectares

or thereabouts known as land reference number: 209/6712 being a portion of the premises comprised in the said grant and more particularly delineated on land survey plan number 83534 annexed here to and thereon bordered red (hereinafter called "the demised premises") TO BE HEALED by the lessee for the term of forty seven years First Sixty XXXXXXXXXXXXXXXXXXXXXXXXXXXX days from the First day of September One thousand nine hundred and

Sixty at the annual rent of a peppercorn (if demanded) subject to the following covenant provisos and modifications.

1. The lessee thereby covenants with the council as follows:
 - i. To erect complete for occupation on or before the 31st December One Thousand Nine Hundred and ninety nine buildings in accordance with the plan approved by the council.
 - ii. To pay the rent hereby reserved (if demanded)
 - iii. To pay the council on demand all rates taxes tares duties assessment and outgoings and administrative and all other charges whatsoever assessed by the city treasurer for the tie being of the council which now are or during the term hereby created shall from time to time imposed in respect of the damages cases.

- iv. Not without the previous consent in writing of the council which consent shall not be unreasonably withheld to make or permit to be made any alterations or additions in or to the demise premises and the said buildings (including the boundary walls and fences) or any part thereof.
- v. At all times during the said term to keep the interior and exterior of the said building and improvement in good tenantable repair and condition and to yield up the same in like repairs and condition at the at the expiration or sooner determination of the said term.
- vi. At all times during the said term to keep the garden and grounds forming part of the demised premises in a clean and tidy condition.
- vii. During the said term to paint in a workmanlike manner and as often as may be necessary with two coast of good oil paint all the inside and outside wood iron and metal work of the said buildings and improvements and at the same time as every such painting is carried out or more frequently if necessary to whitewash or colour such parts of the said buildings and improvements as have heretofore usually been whitewashed or coloured.
- viii. To permit the council and any other person authorized by it at all reasonable times to enter upon the demise premises in order to ascertain the progress of the erection of the buildings being erected thereon and when the same have been completed to also enter upon and view the state of their repair and condition and also the condition of the demised premises generally (and to have access thereto for the purpose of inspecting maintaining or repairing any drains or sewer of the council which lie along the boundaries of the demised premises) and the Lessee shall within Ten (10)

days after receipt of a notice from the council requiring him so to do repair and amend any defects for which the lessee is liable under this lease and in the event of his failing so to do the council shall be at liberty to carry out such repairs and amendment of defects and in such case the cost which shall be incurred by the council in carrying such work shall be a debt due from the lessee to the council and be forthwith recoverable by action.

ix. To insure and keep insured at all times during the said term to the full value thereof the buildings and improvements forming part of the demised premises and the landlord's fixtures and fittings therein against loss or damage by fire and against such other risks as the council may from time to time consider expedient in the joint names of the council and the lessee in some insurance office to be approved by the Council and to pay all premiums necessary for that purpose within Ten (10) days after the same shall become payable and to produce to the City Treasurer for the time being of the Council on demand the policy or policies of such insurance and the receipt of each such payment and to cause all moneys received by virtue of such insurance to be forthwith laid out in rebuilding and reinstating the said buildings and improvements PROVIDED THAT if the Lessee shall at any time fail to keep the said building buildings and improvements insured as aforesaid the Council may do all things necessary to effect or maintain such insurance and any money expended by the council for that purpose shall be repayable by the Lessee on demand and be forthwith recoverable by action.

- x. To use the said buildings and improvements as a private dwelling house only and not to carry on or permit or suffer to be carried on in or upon the demised premises or any part thereof any trade or business of any kind whatsoever.
- xi. Not to affix or display or permit or suffer to be affixed or displayed on the demised premises or any part thereof any poster bill or advertisement and not to erect any hoarding or structure on the demised premises or any part thereof for the purpose of bill posting or advertising.
- xii. Not to do or permit or suffer to be done in or upon the demised premises or any part thereof any act matter or thing whatsoever which may be or become a nuisance or cause annoyance disturbance or damage to the Council or the tenants or occupiers of any adjoining or neighbouring property or to the public generally.
- xiii. Not to charge mortgage assign underlet or part with possession of the demised premises or any part thereof without the consent in writing of Council which consent shall not be unreasonably withheld.
- xiv. Within one calendar month after every transfer assignment or devolution of the Lessee's interest under this Lease to give notice thereof in writing to the Town Clerk for the time being of the Council and to produce to him the instrument of such transfer assignment or devolution.
- xv. To permit the Council to use the Lessee's name to bring any action or proceedings which the Council may deem proper to be brought or taken in order to prevent the acquisition of any easement or prevent any injury to the demised premises or any part thereof or to the reversion of the council by the owner lessee or occupier of any adjacent land or buildings and not to hinder or obstruct

giving to the Lessee an indemnity against all damages costs and expenses by reason of such action or proceedings.

xvi. To pay to the Council on demand a proportionate part of the expenses incurred or to be incurred by the council in laying and constructing roads sewers and drains on the Council's Makadara African Housing Estate such proportion of the expenses being calculated in accordance with the percentage which the area of the land hereby leased bears to the total area of the said Makadara African Housing Estate.

xvii. To pay the Council the amount of stamp duty and registration fees on this Lease and a counterpart thereof and survey and other charges and disbursements in connection with its preparation.

2. The council hereby covenants with the Lessee as follows:-

(i) That the Lessee paying the rent hereby reserved and observing and performing the covenants on the Lessee's part herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption from or by the Council or any person lawfully claiming under or in Trust for it.

(ii) That the Council will on the request of the Lessee made at least six months and not more than nine months before the expiration of the term hereby granted and if there shall not at the time of such request be any existing breach or non-performance or non-observance of any of the covenants on the part of the Lessee hereinbefore contained and if in the opinion of the City Engineer for the time being of the Council the standard and condition of the said buildings and improvements forming part of the demised premises warrant it at the expense of the Lessee grant to the Lessee a lease of the demised premises for a further

term to commence from the expiration of the said term and terminate on the thirty first day of December two thousand and twenty two at a rent to be then determined and containing the like covenants and provisos as are herein contained (with the exception of the percent covenant for renewal) the lessee on the execution of such renewed lease to execute a counterpart thereof.

3. PROVIDED ALWAYS AND IT IS HEREBY MUTUALLY AGREED as follows:-

- I. That if the rent hereby reserved on any part thereof shall be unpaid for twenty one (21) days after becoming payable or if there shall be any breach non-performance or non-observance by the lessee of any of the covenants or conditions hereinbefore contained and on the lessee shall become bankrupt or make any assignments for the benefit of his creditors or enter into any agreement or make any arrangement with his creditors for liquidation of his debts by composition or suffer any distress or execution to be levied on his goods then and in any such case it shall and may be lawful for the council although it may not have taken advantage of some previous default of a like nature to re-enter upon the demised premises or any part thereof in the name of the whole and the same to have again re-posed and enjoy as in its former estate anything herein contained to the contrary in any wise nit withstanding without prejudice to any right of action or remedy of the council in respect of any antecedent breach of any of the covenants by the lessee hereinbefore contained.
- II. Any notice under this lease shall be in writing and any notice consent or approval to be given hereunder on behalf of the council shall be writing and unless

sufficiently given if sent to the lessee in a pre-paid registered envelope addressed to the lessee's usual or last known postal address.

III. In this lease where the context so admits:-

- a) The expression "the council" includes its successors and assigns.
- b) The expression "the lessee" includes his personal representatives and assigns.
- c) Words inspecting the masculine gender only includes the feminine gender.

AND the lessee hereby accepts this lease subject to the conditions restrictions and stipulations above set fourth or referred to

IN WITNESS WHEREOF the council has caused its common seal to be here onto a fixed and lessee has here onto set his hand the day and year first hereinbefore written.

The COMMON SEAL of THE CITY COUNCIL Of Nairobi was hercunto affixed in the presence of:-

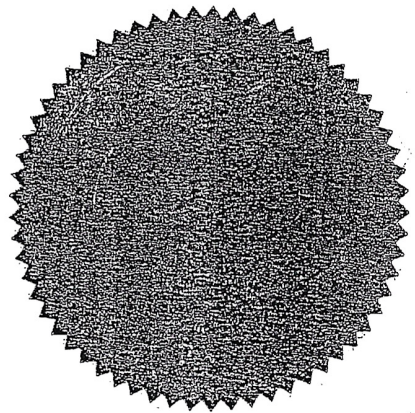
[Signature]
MAYOR

[Signature]
TOWN CLERK

SIGNED by the said

BAKAI MAALIM KUUMIA
In the presence of

[Signature]
Advocate for NCC.
PO BOX 30075
NBI

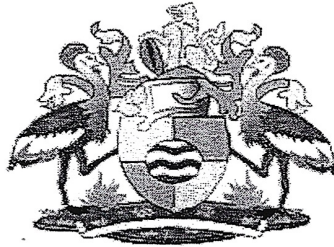


LAND TITLE REGISTRY - NAIROBI KENYA
REGISTRATION OF TITLE ACT
REGISTERED AS NO. LR. 10/A 3377
PRESENTED 14th Dec 1999
TIME 15:30 Hrs W. S. J. N.
Registrar



AS
energy

CITY COUNCIL OF NAIROBI



SHAURI KWA UAMINIFU

M E M O

FROM : DEPUTY TOWN CLERK
TO : CHIEF VALUER
DATE : 12TH NOVEMBER 2009
REF : DTC/OAF/1082/M/09

NAIROBI CITY COUNCIL	
RECEIVED	
CHIEF VALUER	
VALUATION	
DATE: 15/11/09	
TIME: 2:30pm	
3815	ACQUISITION

RE : LR. NO. 209/14651 AND 209/14652
(ORIGINAL NO. 209/6712) - MERU ROAD PUMWANI

Your memo to Chief Accountant (Rates) Ref: VAL.1071/VB 7/12/182/NN1/lgm dated 30th October, 2009 and copied to me among others refers.

We instructed you to delete the title from our register and also to write to the Commissioner of Lands requesting him to degazette the illegal title.


OMAR ABDI FARAH
DEPUTY TOWN CLERK

D. C. Valuer
P.S. for 13/11/09

Handwritten initials

*CALLER
Per. 92E MB
1/2 Sec MB
4/20/09
9 20
- 11/17*

CITY COUNCIL OF NAIROBI

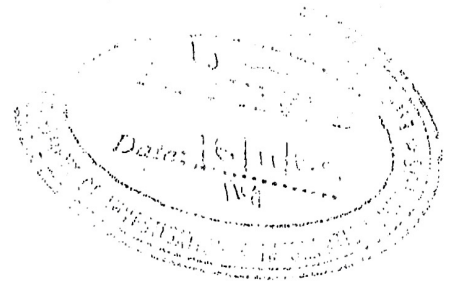
M E M O

FROM: CHIEF VALUER

TO: DEPUTY TOWN CLERK

REF: VAL/113/VB/1237/12/1 & 2NNI/mnn

DATE: 11TH NOVEMBER 2009



RE: MERU ROAD STAFF QUARTERS – LR NO 209/6712

Your memo to the Medical Superintendent Ref DTC/OAF/1051/09 of 27/10/09 and copied to me on the above referenced matter refers.

I have already instructed the Chief Accountant (Rates) to delete LR NO 209/14651 and 209/14652 from their rates records. The two parcels of land were excised from LR NO 209/6712 which belongs to the Council. By a copy of this memo, the Chief Accountant (Rates) is also advised to make sure that there are no dealings with the two parcels of land.

Similarly, by a copy of this memo the Director of Legal Affairs is requested to initiate the process of cancellation of the titles to the two parcels.

[Signature]
K. J. AYIECHIO
Ag: CHIEF VALUER

- c.c - Director of Legal Affairs Department
- Director of Investigations & Information Analysis ✓
- Chief Accountant (Rates)

CITY COUNCIL OF NAIROBI

M E M O

430
9/2/10
rma

TO : DIRECTOR CITY PLANNING DEPARTMENT
FROM : CHIEF VALUER
REF : VAL. 162/VB 237/12/AK/fo
DATE : 9TH FEBRUARY 2010

Handwritten notes:
1. 209/14651
1. 209/14652
1. 209/14651

=====

RE: LR NO. 209/14651 (PART OF ORIGINAL LR NO. 209/6712)

The above matter and your enquiry on the same in morning hours of 8th February 2010, refers.

I have since found out that the subject property **LR NO. 209/14651** registered in VB 498/29/3/8 Valuation Map No. 27/3 is a subdivision of LR No. 209/6712 registered in VB No. 237/12, Valuation Map No. 27/3 in the name of **City Council of Nairobi**. LR No. 209/6712 was **IRREGULARLY** sub-divided to produce LR No. 209/14651 and 209/14652

These two properties are currently the subject of investigation by the Director of Investigation and Information Analysis see my memo dated 27th November 2009 Ref. No. Val. 1161/VB/237/12/1/NNI/mnn attached. I also gave instructions to the Director Legal Affairs, department to initiate the process to cancel the above sub-titles since the authority to sub-divide the said council land was not properly sought. Through the same memo, the Chief Accountant (Rates) was also instructed to delete the properties from the Rating Records.

I hope the above information shall be able to facilitate your action.

Handwritten signature:
K. J. Ayiecho

K. J. AYIECHO
AG: CHIEF VALUER

- Cc:
- Town Clerk
 - His Worship The Mayor
 - Deputy Town Clerk
 - Director Investigation & Information Analysis

Handwritten notes and signature:
III
Capt. Ndum
Handwritten signature and initials