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GAZETTE NOTICE No. 1190

THE COFFEE ACT

(No. 9 of 2001)

MANAGEMENT COMMITTEE—NAIROBI COFFEE EXCHANGE

APPOINTMENT

IN EXERCISE of the powers conferred by section 5 (1) of the (Nairobi) Coffee (Exchange Trading) Rules, 2012, the Cabinet Secretary, Ministry of Agriculture, Livestock and Fisheries appoints:

Under section 5 (1) (a) (i)—

Timothy Kimathi David;

Under section 5 (1) (a) (ii)—

Newton Mwangi Nderitu;

Under section 5 (1) (a) (iii)—

Joseph Kipkemai Koskei;

Under section 5 (1) (a) (iv)—

Tom Liru Wanambisi;

Under section 5 (1) (a) (v)—

Josephine Njoki Ndikwe;

Under section 5 (1) (b)—

Dirk Sickmuller,

Karim Moledina,

Under section 5 (1) (c)—

Faith Muchangi Karimi;

Under section 5 (1) (d)—

James Nzomo Mwanza;

Under section 5 (1) (e)—

Daniel Ndolo Mbithi,

to be members of the Nairobi Coffee Exchange Committee for a period of three (3) years, with effect from 14th February, 2014.

Dated the 14th February, 2014.

FELIX K. KOSKEI,

Cabinet Secretary for Agriculture, Livestock and Fisheries.

GAZETTE NOTICE No. 1191

THE LABOUR RELATIONS ACT

(No. 14 of 2007)

COLLECTION OF UNION DUES

IN EXERCISE of the powers conferred by section 48 (1) of the Labour Relations Act, the Cabinet Secretary for Labour, Social Security and Services:

(a) Orders every employer who employs not less than five (5) members of Kenya Aviation Workers Union—

- (i) to deduct every month the sum specified in the schedule in respect of trade union dues, from the member's wages;
- (ii) to pay within ten (10) days of the date of deduction, the total sums deducted under the first item of the schedule by crossed cheque made payable to the Kenya Aviation Workers Union's account No. 01120507625000 at Co-operative Bank of Kenya, Embakasi Junction Branch, P.O. Box 1013-00521, Embakasi.
- (iii) to notify that trade union in writing within one (1) month of the payment with a full schedule of the paying members.
- (iv) to make written returns to the Registrar of Trade Unions at P.O. Box 47606, Nairobi, within one (1) month of making all the payments of Kenya Aviation Workers Union.

SCHEDULE

1. A sum equivalent to two per cent (2%) of each member's monthly basic earnings.

Dated the 19th February, 2014.

SAMWEL KAZUNGU KAMBI,

Cabinet Secretary, Ministry of Labour, Social Security and Services.

GAZETTE NOTICE NO. 1192

THE LAND ACT

(No. 6 of 2012)

NEW FORMS FOR LEASES AND GRANTS TO PUBLIC LAND

PURSUANT to Section 23 (2), Section 160 (1) (a) of the Land Act and further to Gazette Notice Number.13872 of 18th October 2013, The National Land Commission hereby notifies the general public that effective from the date of publishing of this Gazette Notice, all grants and leases to public land will be made in the name of the National Land Commission, sealed with the Seal of the Commission and executed by the gazetted members of the Commission in the form prescribed and annexed hereunder:

FORM No. LA 32

LA No. 6 of 2012

(to be completed in quadruplicate)

Presentation Book Date received for registration:

Registration Fees: KSh.....Paid

No. 20.....,20.....

Receipt No:



REPUBLIC OF KENYA

THE REGISTERED LAND ACT (REPEALED)

THE LAND ACT

(No. 6 of 2012, Sections 23 & 24)

LEASE

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

REGISTRATION UNIT: TITLE No.

The National Land Commission on behalf of the County Government/National Government in consideration of the sum of shillings.....

HEREBY LEASES to,

.....

 here in after called "the lessee"

ALL THAT piece of land comprised in the above-mentioned title containing by measurement approximately.....

hectares the said parcel of land with the dimensions, abutments and boundaries thereof as delineated on the plan annexed hereto and more particularly on the Cadastral Plan Number deposited in theCounty Survey Office for the term of years from theday of20.....

at the annual rent of..... payable in advance on the first day of January in each year and subject to the provisions of the Land Act No. 6 of 2012 and the following special conditions:

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with the plans and specifications previously approved in writing by the Commission and the County Government. The Commission and County Government shall not give its approval unless it is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Lessee shall within six (6) calendar months of the actual registration of the lease submit in triplicate to the County Government and the Commission building plans (including block plans showing the positions of the buildings and system of drainage for the disposal of the sewage, surface and sullage water), drawings, elevations and specifications of the buildings the Lessee proposes to erect on the land and shall within 48 months of actual registrations of the lease complete the erection of such buildings and the construction of the drainage system in conformity

with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commission PROVIDED that notwithstanding anything to the contrary contained in or implied by the Land Act no 6 Of 2012 if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for the Commission or any person authorized by it on behalf of the National and County Governments to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the Commission in respect of any antecedent breach of any conditions herein contained.

3. The Lessee shall maintain in good and substantial repair and conditions all buildings at any time erected on the land.
4. Should the Lessee give notice in writing to the Commission that the lessee is unable to complete the buildings within the period aforesaid the Commission shall at the lessee's expense accept a surrender of land comprised herein PROVIDED FURTHER that if such notice is aforesaid shall be given (1) within twelve months of the actual registration of the Lease, the Commission shall refund to the lessee fifty per centum of the stand premium paid in respect of the land or (2) at any subsequent time prior to the expiration of the said period to the Commission shall refund the Lessee twenty-five per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and buildings shall always be used for purposes.
6. The land shall be developed in accordance with the approved development plans.
7. The land shall not be used for any purpose which the Commission considers to be dangerous or offensive
8. The Lessee shall not subdivide, change or extend use of the land, without prior written consent of the Commission, the county government and any other applicable regulatory authority.
9. 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 Commission. No application of such consent (except in respect of a loan required for building purposes) will be considered until Special Condition No.2 has been performed.
10. The Lessee shall from time to time pay to the County Government on demand such proportion of the cost of maintaining all roads and drains serving or adjoining the land as the County Government may assess.
11. The Lessee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed charged or assessed by the Commission on behalf of the National and County Government upon the land or the buildings erected thereon, including any contribution or other sum paid by the Commission in lieu thereof.
12. The Commission or such person or authority as may be appointed for the purpose shall have the right to enter upon the land and lay and have access to water 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.
13. The Commission reserves the right to revise the annual ground rent payable here- under at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commission of the unimproved value of the land as at the end of every tenth year of the term.

Dated this.....Day....., 20.....

Signed by

.....Chairman
MUHAMMAD A. SWAZURI

.....Secretary
CHAVANGI AZIZ TOM

SIGNED by the Lessee /
COMMON SEAL of the lessee was affixed
IN THE PRESENCE OF:

Sealed with the common Seal of The Commission Pursuant to Section 23(2) of the Land Act

Passport size Coloured Photograph

Signature:.....

I.D/PASSPORT NO:.....

PIN NO:.....

I CERTIFY that the above-named

appeared before me on the day of....., 20.....and being known to me/being identified by

.....acknowledged the above signature or marks to belong to the lessee and that the lessee freely and voluntarily executed this instrument and understood its contents.

.....
Signature of the Registrar/Public Officer or
Designated Person Certifying

REGISTERED this day of, 20.....

Land Registrar
Name.....

FORM No. LA 30



REPUBLIC OF KENYA

THE REGISTRATION OF TITLES ACT (REPEALED)

THE LAND ACT

(No. 6 of 2012)

THE LAND REGISTRATION ACT

(No. 3 of 2012)

GRANT: NUMBER I.R.

ANNUAL RENT

(Revisable)

TERM:

(This GRANT is issued pursuant to transitional provisions in Section 160 and 161 of the Land Act and Section 107 and 108 of the Land Registration Act)

KNOW ALL PERSONS BY THESE PRESENTS that

The National Land Commission (hereinafter referred to as the Commission) on behalf of the National/County Government of _____ hereby grants unto

(hereinafter called "the Grantee.....") All that piece of land situated in.....containing by measurement hectares or thereabouts that is to say L.R. No.which the said piece of land with the dimensions, abutments and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Numberdeposited in the Survey Records Office at Nairobi.

TO HOLD

for the term ofyears from theday oftwo thousand and

SUBJECT to

(a) the payment in advance on the first day of January in each year of the annual rent of Kenya Shillings

(b) the provisions of the Land Act No. 6 of 2012

(c) the following Special Conditions:

SPECIAL CONDITIONS

1. No buildings shall be erected on the land nor shall additions or external alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commission and the County Government. The Commission shall not give its approval unless it is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall within six calendar months of the actual registration of the Grant submit in triplicate to the County Government and the Commission plans (including block plans showing the positions of the buildings and a system of drainage for disposing of sewage surface and sullage water) drawings elevations and specifications of the buildings the Grantee proposes to erect on the land and shall within 24 months of the actual registration of the Grant complete the erection of such buildings and the construction of the drainage system in conformity with such plans, drawings, elevations and specifications as amended (if such be the case) by the Commission PROVIDED that notwithstanding anything to the contrary is contained in or implied by the Lands Act if default shall be made in the performance or observance of any of the requirements of this conditions it shall be lawful for the Commission or any person authorized by him on behalf of the County Government to re-enter into and upon the land or any part thereof in the name of the whole and thereupon the term hereby created shall cease but without prejudice to any right of action or remedy of the Commission in respect of any antecedent breach of any condition herein contained.
3. The Grantee shall maintain in good and substantial repair and condition all buildings at any time erected on the land.

4. Should the Grantee give notice in writing to the Commission that he/she/they/it's unable to complete the buildings within the period aforesaid the Commission shall accept a surrender of the land comprised herein.
 - (i) Provided further that if such notice as aforesaid shall be given within 12 months of the actual registration of the Grant the Commission shall refund to the Grantee 50 per centum of the stand premium paid in respect of the land, or
 - (ii) Any subsequent time prior to the expiration of the said building period the Commission shall refund to the Grantee 25 per centum of the said stand premium. In the event of notice being given after the expiration of the said building period no refund shall be made.
5. The land and the buildings shall only be used for.....
6. The buildings shall not cover more than % of the area of the land or a greater area of the land than that prescribed by the County Government in its by-laws.
7. The land shall not be used for any purpose which the Commission considers to be dangerous or offensive.
8. The Grantee shall not subdivide the land without the prior written consent in writing of the Commission and the County Government.
9. The Grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof or any buildings thereon except with the prior consent in writing of the Commission. No application for such consent (except in respect of a loan required for building purposes) will be considered until special condition No. 2 has been performed.
10. The Grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by the Commission or the County Government upon the land or the buildings erected thereon.
11. The Commission, County Government or such person or authority as may be appointed for the purposes shall have the right to enter upon the land and lay and have access to water mains service pipes and drains telephone or telegraph wires and electric mains of all descriptions whether overhead or underground and the Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of main or service pipes or telephone or telegraph wires and electric mains.
12. The Grantee shall construct at his own expense all internal infrastructure to the standard approved by the County Government and the Commission.
13. The Commission reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rental shall be at a rate to be determined by the Commission of the unimproved value of the land as at the end of every tenth year of the term.

Dated thisday of.....20.....

SEALED WITH THE COMMON SEAL OF THE COMMISSION
(pursuant to Section 23 (2) of the Land Act No. 6 of 2012)
on behalf of the County Government of

.....Chairman
MUHAMMAD A. SWAZURI

.....Secretary
CHAVANGI AZIZ TOM

DRAWN BY:
NATIONAL LAND COMMISSION
P.O. BOX 44417 - 00100
NAIROBI

FORM No. R.L. 11

Presentation Book Date received for registration:

No. 20.....,20.....

Registration Fees: KSh.....Paid

Receipt No:



REPUBLIC OF KENYA

THE REGISTERED LAND ACT (REPEALED)
THE LAND ACT
(No. 6 of 2012)

(This SURRENDER is made pursuant to the transitional provision in Section 160 and 161 of the Land Act)

SURRENDER OF LEASE

TITLE NO.

I/WE.....

in consideration of*

(the receipt whereof is hereby acknowledged)* HEREBY SURRENDER the lease comprised in the above-mentioned title and the Lessor HEREBY ACCEPTS the said surrender.

Dated thisday of20.....

Signed/Sealed by the Lessee }
In the presence of:- }Signed/Sealed by the Lessor }
In the presence of:- }

I CERTIFY that the above named.....
 appeared before me on theday of20.....
 and, being known to me/being identified by.....
 (or being known to me), acknowledged the above signatures or marks to be his (theirs) and that he (they) had freely and voluntarily executed this instrument and understood its contents.

.....
*Signature and Designation of
 Person certifying*

REGISTERED this.....day of20.....

.....
Land Registrar

*Delete if no monetary consideration

Presentation Book Date received for registration:

Registration Fees: KSh.....Paid

No. 20.....,20.....

Receipt No:



REPUBLIC OF KENYA

THE REGISTERED LAND ACT (REPEALED)
 THE LAND ACT
 (No. 6 of 2012)

(This TRANSFER is made pursuant to the transitional provision in Section 160 and 161 of the Land Act)

TRANSFER OF LAND

TITLE NO.

I/WE.....

in consideration of.....

(the receipt whereof is hereby acknowledged) HEREBY TRANSFER to

of
the land comprised in the above mentioned title.

The Transferees declare that they hold the land as joint proprietors/as proprietors in common*in the following undivided shares:

Dated thisday of20.....

Signed/Sealed by the Transferor }

In the presence of: }



ID/NO.....

PIN NO.....

Signature.....

I CERTIFY that the above named.....

.....appeared before me on

theday of20.....

and, being known to me/being identified by*.....of.....

Acknowledge the above signatures or marks to be his {theirs} and that he {they} had freely and voluntarily executed this instrument and understood its contents.

.....
*Signature and Designation of
Person certifying*

Signed/Sealed by the Transferee }

In the presence of: }



ID/NO.....

PIN NO.....

Signature.....

I CERTIFY that the above named.....

.....appeared before me on the

.....day of20.....

and, being known to me/being identified by*.....

of.....

Acknowledge the above signatures or marks to be his {theirs} and that he {they} had freely and voluntarily executed this instrument and understood its contents.

.....
*Signature and Designation of
Person certifying*

REGISTERED this.....day of20.....

.....
LAND REGISTRAR

“Note: The person attesting the signature must authenticate the coloured passport size photograph, National ID Number and Tax PIN Number.”

**Delete whichever is not applicable.*

Dated the 20th February, 2014.

MUHAMMAD A. SWAZURI,
Chairman, National Land Commission.