

**SPECIAL ISSUE**

623

Kenya Gazette Supplement No. 115

1st August, 2014

(Legislative Supplement No. 40)

LEGAL NOTICE NO. 104

**THE LAND REGISTRATION ACT**

(No. 3 of 2012)

IN EXERCISE of the powers conferred by sections 108 and 110 of the Land Registration Act, 2012, the Cabinet Secretary for Land, Housing and Urban Development makes the following Regulations:—

**THE LAND REGISTRATION (FORMS) REGULATIONS, 2014**

1. These Regulations may be cited as the Land Registration (Forms) Regulations, 2014.

2. The form set out in the Schedule shall be used for the continued execution of land transactions.

**SCHEDULE**

**FORM LA**

Land Act, 2012

(to be completed in quadruplicate)

Presentation Book Date received for registration:

Registration Fees: KSh.....

Paid on .....20.....

Receipt No: .....



**REPUBLIC OF KENYA**

**THE LAND REGISTRATION ACT, 2012**

**THE LAND ACT, 2012**

**THE REGISTERED LAND ACT (REPEALED)**

**THE REGISTRATION OF TITLES ACT (REPEALED)**

**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: ..... PARCEL No. ....

THE GOVERNMENT OF THE REPUBLIC OF KENYA in consideration of the sum of shillings.....

..... by way of stand premium paid on or before the execution hereof.

HEREBY LEASES to.....

..... hereinafter called "the lessee"

ALL THAT piece of land comprised in the Registrations Index Map No..... /Deed

Plan No. .... containing by measurement approximately

.....hectares or thereabouts for the term of .....years,

from the.....day of..... 20..... at the annual rent of shillings

payable in advance on the first day of January in each year and subject to the provisions

of section 108 of the Land Act, 2012 and the following special conditions:

payable in advance on the first day of January in each year and subject to the provisions

of section 108 of the Land Act, 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 County Government. The 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 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 forty-eight (48) months of actual registration 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 PROVIDED that notwithstanding anything to the contrary contained in or implied by the Land Act, 2012 if default shall be made in the performance or observance of any of the requirements of this condition it shall be lawful for 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 National and/or County Government 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 County Government that the lessee is unable to complete the buildings within the period aforesaid the County Government 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 Government 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 the Government 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.

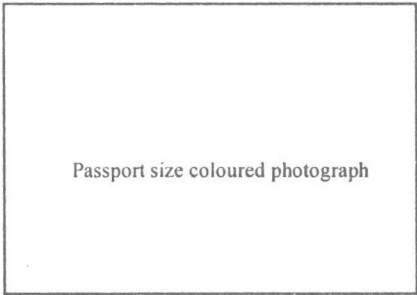
6. The buildings shall not cover more than .....% per centum of the are of the land or such lesser area a greater area of the land that prescribed by the County Government Development Control Regulations.
5. The land and buildings shall always be used for.....  
.....
7. The land shall not be used for any purpose which the National and/or County Government considers to be dangerous or offensive
8. The Lessee shall not subdivide, change or extend use of the land, without prior written consent and approval of the National Government/County Government.
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 National/County Government. 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 National Government/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.
13. The National/County Government may revise the annual ground rent payable. Such rental shall be at a rate to be determined by the National/County Government of the unimproved value of the land.

Dated this.....day....., 20.....

SIGNED BY: .....

**CHIEF LAND REGISTRAR**

COMMON SEAL of the lessee was  
affixed hereto in the presence of:



SIGNED by the Lessee  
IN THE PRESENCE OF: }

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 and Designation of Person Certifying*

REGISTERED this .....day of ..... , 20.....

*Land Registrar*

*Name*.....

DRAWN BY:

LAND REGISTRAR  
P. O. BOX 30089  
NAIROBI

Made on the 28th July, 2014.

CHARITY NGILU,  
*Cabinet Secretary for Land, Housing and Urban Development.*