

**APPRAISAL REPORT AND VALUATION  
OF  
A PROPOSED A MIXED USE DEVELOPMENT**



**'MYSTIC PLAINS'**

**ON**

**L.R NO(s): 28055, 28056 & 13208/2**

**ATHI RIVER, MUTUNGONI ROAD**

**MACHAKOS COUNTY**



**Our Ref: RVI/F.W/2020/5900**

Tuesday, December 31<sup>st</sup> 2019

Chief Operating Officer,  
Cytonn Investments Management Plc,  
3<sup>rd</sup> Floor, Liaison House, State House Avenue,  
P.O Box 20695-00200,  
Nairobi, Kenya.

Dear Sir,

**RE: APPRAISAL OF L.R NO(s): 28055, 28056 & 13208/2  
ATHI RIVER, MACHAKOS COUNTY**

Pursuant to your request and in accordance with an award of contract received dated Friday 29<sup>th</sup> **November 2019** referenced **CP/AW/06/19/SO**, we inspected the above captioned property on **Wednesday, 11<sup>th</sup> December 2019**, and we are pleased to submit the accompanying Report and Valuation.

The report, including exhibits, fully describes the approach to value and contains all pertinent data gathered in the investigation of the subject property.

The value opinion reported below is qualified by certain assumptions, limiting conditions, certifications, and definitions, which are set forth in the report.

Respectfully submitted,

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**STEPHEN R. KIROTICH**  
**B.A. LAND ECONOMICS (HONS), M.I.S.K (VS)**  
**REGISTERED AND PRACTISING VALUER**  
**HEAD OF VALUATION**



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## EXECUTIVE SUMMARY

This Executive Summary must be read in the context of and in conjunction with the full valuation report of which it forms a part of. All comments, terms and conditions contained in the full valuation report relate directly to this Executive Summary.

## SUMMARY OF SALIENT FACTS

<b>INSTRUCTING PARTY:</b>	<b>CYTONN INVESTMENTS MANAGEMENT PLC</b>
<b>PROPERTY ADDRESS:</b>	<b>ATHI RIVER, ALONG MUTUNGONI ROAD- MACHAKOS COUNTY</b>
<b>DATE OF INSPECTION:</b>	<b>WEDNESDAY, 11<sup>TH</sup> DECEMBER 2019</b>
<b>DATE OF VALUATION:</b>	<b>TUESDAY, 31<sup>ST</sup> DECEMBER 2019</b>
<b>REGISTERED PROPRIETOR(s):</b>	<b>JAMES KASYULA MUTUA, RUTH KALEKYE MUTUA, SARAH NZEMBI MUTUA, ANNE NDUKU MUTUA, DAVID MUTUA KASYULA, JOHN KIOKO MUTUA, SIMEON MUTUA, MOSES WAMBUA AND PETER MWEU</b>
<b>INTEREST APPRAISED:</b>	<b>LEASEHOLD TENURE</b>
<b>MAIN DEVELOPMENTS:</b>	<b>IGNORED</b>
<b>LAND SIZE(COMBINED TITLES):</b>	<b>383.03 HECTARES OR 946.47 ACRES</b>
<b>LAND USE:</b>	<b>PROPOSED MIXED USE</b>

## BRIEF PROPERTY AND NEIGHBOURHOOD DESCRIPTION

Newtown is an exceptional master planned development within the greater Nairobi Metropolis that once complete, will comprise of residential, commercial, educational, logistics, recreational and hospitality precincts. Newtown sits on approximately 1000 acres located in Kinanie Area, Athi River, Machakos County, approximately 10 km off Mombasa Road along Mtungoni Road. The development aims to provide a world-class city that will create a Live, Work, Play & Learn environment while creating attraction for the area.

The neighbourhood is predominantly agricultural characterised by vast vacant agricultural parcels with some recently sub divided into various residential plot portions.

## VALUATION SUMMARY

		<b>Current Values (KES)</b>
<b>(i)</b>	Fair Market Value	4,400,000,000.00
<b>(ii)</b>	Forced Sale Value	3,300,000,000.00

## 1. DEFINITION OF TERMS

### 1.1. VALUATION RATIONALE

As the time of inspection, the subject property was vacant which on completion of the proposed project will consist of a mixed use establishment to comprise residential, commercial, educational, logistics, recreational and hospitality precincts.

The land has been valued on the basis of the approved user but recognizing that they all make one large expansive block of land.

The estimates excludes any estimated price inflated or deflated by special terms or circumstances such as financing arrangements; sale and lease back arrangements, special considerations or concessions granted by any one associated with the sale or element of special value

We have consequently adopted the Sales Comparison/Market Approach and Residual Method to arrive at the opinion of Market Value.

#### **Sales Comparison/Market Approach**

According to the *International Valuation Standards 2017*, the Sales Comparison/Market Approach of valuation provides an indication of value by comparing the subject assets with identical assets for which price information is available. We have adopted this methodology in analysing the sampled comparable valuations within the neighbourhood.

#### **Residual Method**

The residual method of valuation could be expressed in the form of a simple equation where the value of a property is the residue (a sum left over) after deducting the cost of development from the value of development. It may also be considered as the amount that a developer would be prepared to pay for such a property in order to obtain the development potential.

### 1.2. BASIS OF VALUATION

#### 1.2.1 Market Value

According to *The International Valuation Standards - IVSC 2017*, Market value is the estimated amount for which an asset or liability should exchange on the valuation date between a willing buyer and a willing seller in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion marketing and where the parties had each acted knowledgeably, prudently and without compulsion.

## Fair Market Value

### 1. *The definition adopted by the IVSC:*

'The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties'.

### 2. *The definition adopted by the International Accounting Standards Board (IASB):*

'The price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date'.

## 1.2.2 Forced Sale Value

(FSV) is not a distinct basis of value but a description of the situation under which the exchange takes place. According to the *International Valuation Standards -IVSC 2017*; forced sale is used where a seller is under compulsion to sell and that, as a consequence, a proper marketing period is not possible and buyers may not be able to undertake adequate due diligence. **As a rule of thumb, this is around 70% to 75% of the market value.**

Nevertheless, we have based our estimated forced sale value on 75% of the Fair Market Value as per the Land Act, 2012 section 97(1); which stipulates that a chargee shall be in breach of duty, in exercising power of sale, if a property is disposed of at less than 75% of the Current Market Value.

## 1.3 PREMISE OF VALUE

### 1.3.1 Existing/Present use

This is the current way an asset, liability, or a group of assets/liabilities is used. The current use may be the highest and best use of the property. At the time of inspection and valuation, the current use of the subject property was agricultural.

### 1.3.2 Highest and Best Use

This is the reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported and financially feasible and that results in the highest value. If different from the current use, the cost to convert an asset to its highest and best use would impact the value.

### 1.3.3 Potential

This is the difference between the present use of a property and the highest and best use of the same property. In our opinion, the subject property has not yet achieved its potential use.

**1.4 NDUNGU LAND COMMISSION/REPORT**

The Commission of Inquiry into the Illegal/Irregular Allocation of Public Land, which came to be known as the "Ndungu Commission" after the name of its Chair, Paul Ndungu, was a Kenya Government Commission established in 2003. The Commission was formulated to inquire into the extra-legal allocation of public lands and lands reserved for public purpose to private individuals and corporate entities, and to provide recommendations to the Government for the restoration of those lands to their original purpose or other appropriate solutions.

The report therefore has a list of properties which are alleged to be illegally/irregularly allocated from public to private individuals.

**2. PROPERTY SETTING**

**2.1 LOCATION**

The subject properties are contiguous land parcels situated along Mtungoni Road in Kinanie area within larger Athi River Area. It is approximately 10 Kilometres off Mombasa Road as you branch off at Athi River Town road junction. The subject properties front Mbagathi River to the North West and are few kilometres from Kinanie Trading Centre.

The geographical coordinates of the site’s approximate centres are tabled below;

<b>PROPERTY COORDINATES</b>		
	<b>Latitude</b>	<b>Longitude</b>
L.R No.28055	1°22' 35.69" S	37° 02' 51.74" E
L.R No.28056	1°22' 35.68" S	37° 02' 57.46" E
L.R No.13208/2	1°21' 59.22" S	37° 02' 49.88" E

**2.2 NEIGHBOURHOOD AND LOCALE DATA**

Kinanie, Athi River is growing mixed use area situated approximately 9 Kilometres from Mombasa Road via Mutungoni Road. Within the subject area is Ngelani Smart City to the Northwest of our subject property a proposed master planned mixed use development with all the state of the art communication technology.

The area is predominantly agricultural as evidenced by vast agricultural parcels with large scale horticultural cultivation. To the south of our subject property, there have been recent sub divisions into smaller plots and gated and controlled residential estates which include; River View Karibu Homes, Paradise Park Estate, River Park Estate, Sunset Boulevard Estate among others.

### 2.3 SERVICES AND AMENITIES

Currently most of the important amenities such as; health facilities, police posts, schools, convenience shops and others are located within 1 – 1.5 kilometres from the subject property making it well located for mixed use purposes.

We noted that mains electricity and water are readily available for connection. Water boreholes have also been sunk within the subject property.

Boundaries to the property are left open. Access to the development is via an entry and exit walk ways.

## 3. PARCEL/PARCEL AND ASPECTS OF TITLE

### 3.1 TENURE AND PROPRIETORSHIP

An inspection of the Photostat copy of the title deeds availed by the client revealed that the property is held as follows:

L.R No.	Tenure	Registered Owner(s)	Land Size (Ha)
L.R No.28055	Leasehold	The title is held as a <b>Leasehold Interest</b> for a term of <b>99 years</b> from <b>1<sup>st</sup> August, 2008</b> at an annual rent of <b>Kes. 64,845.00 (Revisable)</b> and is jointly registered in the name of James Kasyula Mutua, Ruth Kalekye Mutua, Sarah Nzembi Mutua, Anne Nduku Mutua, David Mutua Kasyula, John Kioko Mutua, Simeon Mutua, Moses Wambua and Peter Mweu	8.093
L.R No.28056	Leasehold	The title is held as a <b>Leasehold Interest</b> for a term of <b>99 years</b> from <b>1<sup>st</sup> August, 2008</b> at an annual rent of <b>Kes. 30,104.00 (Revisable)</b> and is jointly registered in the name of James Kasyula Mutua, Ruth Kalekye Mutua, Sarah Nzembi Mutua, Anne Nduku Mutua, David Mutua Kasyula, John Kioko Mutua, Simeon Mutua, Moses Wambua and Peter Mweu	4.040
L.R No.13208/2	Leasehold	The title is held as a <b>Leasehold Interest</b> for a term of <b>99 years</b> from <b>1<sup>st</sup> August, 2008</b> at an annual rent of <b>Kes. 278,000.00 (Revisable)</b> and is jointly registered in the name of James Kasyula Mutua, Ruth Kalekye Mutua, Sarah Nzembi Mutua, Anne Nduku Mutua, David Mutua Kasyula, John Kioko Mutua, Simeon Mutua, Moses Wambua and Peter Mweu	370.9
<b>Total Land Area in Hectares</b>		<b>383.033 Hectares</b>	
<b>Total Land Area in Acres</b>		<b>946.474 Acres</b>	



### 3.2 PARCEL/PARCEL ACREAGE

As a combined block, the subject properties measure approximately **383.033 Hectares** or **946.474 Acres**.

### 3.3 ENCUMBRANCES

Title No.	Encumbrances
L.R No.28055	NIL
L.R No.28056	NIL
L.R No.13208/2	NIL

### 3.4 LAND DESCRIPTION

#### 3.4.1 Land Ownership in Kenya

In Kenya, there are three (3) different land classifications: private land, public land, and community land.

Private land is land owned by an individual under freehold or leasehold tenure.

Public land is vested in the government for the benefit of the people of Kenya. It includes roads, all water bodies, forests, national parks, and land that have minerals, among others.

Community land is held by and managed by communities. It includes land registered under group representatives, shrines, grazing areas and ancestral lands.

#### 3.4.2 L.R. No. (s): 28055, 28056 & 13208/2 (Mystic Plains)

Newtown is a proposed master planned development on 3 titles of approximately 1000 acres of prime undeveloped agricultural land along Mtungoni Road in Kinanie, Athi River Area.

The respective titles are currently held under leasehold tenure registered under the Land Registration Act No. 3 of 2012, The Land Act (No. 6 of 2012), The Government Lands Act (Cap 280) (now repealed).

**4 POTENTIAL, HIGHEST AND BEST USE ANALYSIS**

This is an integrated mixed use master planned development. The project will be constructed in phases. It is anticipated that a change of user and approvals of developments will greatly increase the value of land both for the subject project and the entire neighbourhood.

Given the nature of the neighbourhood and proposed developments thereon, it’s our opinion that the parcels will attain their highest and best use upon full development of the project. All phases will give the subject property and the neighbouring parcels considerable improvement in capital and market values upon completion.

**5. IMPROVEMENTS/DEVELOPMENTS**

**5.1 GENERAL DESCRIPTION**

The development will upon completion provide a world-class city that will create a Live, Work, Play & Learn environment while creating traction for the area.

Newtown is strategically designed to enable efficient use of spaces, provide ample transportation corridors for easier mobility within the city while preserving the ambiance of all integrated land uses.

The project will be implemented in phases with Phase 1 catering for amenities such as landscaping, access roads which will include Cabbro paved roads, water provision, street lights, and electricity.

**5.2 GENERAL STATE OF REPAIR & MAINTENANCE**

We were not instructed to carry out structural surveys of any buildings and since substantive works are yet to commence, we have provided information regarding the site as currently is.

Our findings can be summarized in the table below as: -

	<b>YES</b>	<b>NO</b>
Is the subject property located in an area where adverse soil conditions exist?		<b>NO</b>
Are any structural cracks visible?		<b>N/A</b>
Would you recommend a Structural Engineer to inspect the property?		<b>N/A</b>

**5.3 ENVIRONMENTAL & LAND CONTAMINATION CONCERNS**

Although this is not an Environmental Impact Assessment, we can confirm that there was no evidence of pollution or land contamination on the subject property or on the adjoining site. Our physical inspection of the property and its neighborhood can be summarized in the table below:-

	<b>Property Observations</b>	<b>Motivation</b>
1	Briefly describe the surrounding environment of the property (e.g. industrial, residential, rural or commercial)	Mix of agricultural/rural and residential
2	Is the property located close to a water source or a sensitive ecological area (e.g. river, protected area, nature reserve)? If yes, please elaborate.	No
3	Do the operations/activities on the property involve the handling, storage, transportation or disposal of hazardous material (e.g. fuel, chemicals and fertilizer)? If yes, please elaborate.	No
4	In your opinion, are potential environmental and/or social risks satisfactorily managed on the property/site? (E.g. Yes, an Environmental Management System is in place)?	Yes

**6. TENANCY / OCCUPANCY**

**6.1 TENANCY/OCCUPANCY**

At the time of inspection, the property was vacant.

**6.2 SUBJECT PROPERTY RATINGS**

On a scale of 1-9 the subject property would perform in the current and future markets as tabulated below. These rating assessments have taken into consideration the factors outlined in this report as at the date of valuation.

<b>CURRENT DEMAND</b>				
<b>SCALE</b>	<b>RATING</b>	<b>LETTABILITY</b>	<b>SALEBILITY</b>	<b>BUILDING CONDITION</b>
9	Excellent			N/A
8	Very Good			
7	Good			
6	Above average			
5	Average			
4	Below average			
3	Poor			

2	Very poor			
1	Unlettable			
<b>ANTICIPATED FUTURE DEMAND</b>				
SCALE	RATING	LETTABILITY	SALEBILITY	BUILDING CONDITION
9	Excellent			N/A
8	Very Good			
7	Good			
6	Above average			
5	Average			
4	Below average			
3	Poor			
2	Very poor			
1	Unlettable			

<b>OVERALL RATING</b>			
RATING	LETTABILITY	SALEABILITY	BUILDING CONDITION
Average	5	7.5	N/A

## 7 SWOT ANALYSIS

We provide a SWOT analysis of the subject property as below:

### Strengths:

- Large parcel ideal for a state of the art master planned development;
- Designated access route up to subject property earmarked for tarmacking;
- Well levelled into split levels for ease of development;

### Weaknesses:

- Immediate neighbourhood characterised by mostly agricultural land with low density and low purchasing power.
- Fronting two seasonal rivers

### Opportunities:

- Close proximity to Mombasa Road and industrial Athi River Town;
- Demand for both commercial and residential establishments thereby giving better returns;
- Mutungoni road earmarked for upgrade to bituminous standards.

**Threats:**

- Volatility of the national and global economy is negatively impacting on the local property market;
- Political instability may negatively influence the desirability of potential investors.

**8. MARKET OVERVIEW****8.1 GENERAL MARKET COMMENTARY**

The subject property is within a mixed use zone within Athi River Area, Machakos County. These are vacant agricultural land parcels measuring about 1000 acres in total; situated about along Mtungoni road and about 10 kilometers from Mombasa road in Athi River, Machakos County.

The area is predominantly agricultural with anticipated master planned developments and gated and controlled residential estates such as Karibu Homes, Paradise Park Estate, River Park Estate, Sunset Boulevard Estate among others. This trend has seen demand for vacant land to develop similar estates as well as owner occupied residential homes escalate exponentially.

In addition to the above factors, infrastructural improvements such as provision of electricity, piped water, all weather access roads and recent expansion of Mombasa road has made demand for land in the area stronger.

Rapid urbanization puts tremendous pressure on population centres, and presents a challenge for cities to provide environmental sustainability and ensure the physical security and safety of residents. Economic advances represent little actual progress if they degrade the air, water, and soil. In addition, the threat of rising crime rates, poverty, and civic unrest make cities fragile. To avoid these challenges as much as possible, most thriving cities seek sustainable, but also resilient, growth. The proposed Newtown (Mystic Plains) represents part of the solution.

Our valuation has taken into consideration that a section of the property next to the riparian reserve of the Athi River has a terrain that would challenge any proposed development in line with the highest and best use in the neighbourhood. This could be taken as a riparian zone. The Survey Act of 1989, and Water Quality Regulations (2006) and Water Resources Management Rules (2007) define riparian land as being a minimum of 6 metres up to a maximum of 30 metres on either side of its banks from the highest water mark.

In addition to this, the EPZ trunk sewer cuts through apportion of the land near eastern boundary. Whereas these factors do not diminish the value of the parcel, they limit the size of the parcel that could actually be developed in line with trends in the immediate neighbourhood. Nevertheless, a detailed Environmental Impact Assessment Report of the property would be required to clarify these issues before the proposed project can be implemented.

The global and regional economic environment will also continue to influence Kenya's economic developments by influencing commodity prices, the volume and direction of international capital flows, and trade. As such, risks to the global economic outlook have the potential to affect consumer and investor confidence and curtail growth in the Kenyan economy. The major forces driving the global economic outlook are soft commodity prices and the turbulence in the global financial system triggered by increasingly divergent monetary policies across AEs (Advanced Economies) and these have direct implications for the Kenyan economy.

### **Confirmations**

According to title documents available to us, this is a private property and had not, previously been set aside or gazetted for public use. Further, there was no planning, highway and other statutory considerations or likelihood of change of user or other developments of the subject property or those in the neighborhood which could materially affect the value of the subject property.

We have also perused the Ndung'u Land Report and the property does not appear to have been illegally allocated or acquired.

There is no evidence of pollution or contamination that would in our opinion impact negatively on the value of the subject property.

## **8.2 MARKET ANALYSIS AND COMPARABLES**

In considering the value of the property, we have analysed information relating to the **average** going prices for similar properties within Kinanie Area as well as large Athi River area, Machakos County.



## **9. VALUATION CERTIFICATE**

We have analyzed the information obtained from the physical inspection of the property, information pertaining asking prices for similar parcels of land in the area, the proposed and approved project; as well taken into account the economic conditions on the date of valuation to arrive at the opinion of value of the property as of **Tuesday, 31<sup>st</sup> December, 2019** as follows:

- i. Fair Market Value: Kshs. 4,400,000,000.00 (Kenya Shillings Four Billion, Four Hundred Million Only).**
- ii. Forced Sale Value: Kshs. 3,300,000,000.00 (Kenya Shillings Three Billion, Three Hundred Million Only).**

**FOR AND ON BEHALF OF  
REGENT VALUERS INTERNATIONAL (K) LIMITED**

**FREDRICK WAINAINA WAGURA  
B.A. REAL ESTATE, G.M.I.S.K  
VALUER**

**STEPHEN R. KIROTICH  
B.A. LAND ECONOMICS (HONS), M.I.S.K (VS)  
REGISTERED AND PRACTISING VALUER  
HEAD OF VALUATION**

**DATED: TUESDAY 31<sup>ST</sup> DECEMBER, 2019**

APPENDIX I: PICTORIAL ILLUSTRATION OF THE PARCELS



-Views of Developments Therein-



-Views of the Property-



## RENDERING MODELS OF THE PROPOSED DEVELOPMENT



### DISCLAIMER

We certify that the valuer has inspected the subject property on the date above and has assessed the market value on the date above. This valuation is made subject to the details, remarks and qualifications made in this final report and it is intended for the sole use of the party to whom it is addressed and for no other purpose. No responsibility is accepted to any third parties in relation to this valuation and report. The valuer has neither a pecuniary interest in, nor with either party associated with the transaction that would conflict with the independent valuation of the property.

Where it is stated in the Report that information has been supplied to the Company by another party, this information is believed to be reliable but the Company accepts no responsibility if this should prove not to be so. Where information is given without being attributed directly to another party, this information has been obtained by our search of records and examination of documents or by enquiry from government or other appropriate departments.



Where Market Value is assessed, it reflects the full contract value and no account is taken of any liability for taxation on sale or of the costs involved in effecting a sale.

The Valuation is not valid, unless it is duly signed by the Principal Valuer of this company and bears the Official Company Seal.

#### **TERMS OF ENGAGEMENT**

Neither the whole nor any part of this report or valuation, nor any reference thereto, may be included in any published document, circular or statement, nor published in any way, nor disclosed to any third party without the prior written consent of the firm.

Neither all nor part of the contents of the report shall be reproduced for dissemination to the public through advertising media, public relations media, news media, sales media, social media or any other public means of communication without the prior consent and written approval of the appraisers.

This appraisal is based on the condition of the local and national economy, purchasing power of money and financing rates prevailing on the effective date of valuation.

#### **SCOPE AND EXTENT OF INSPECTION**

We have inspected the property as far as is reasonably necessary for valuation purposes. This has comprised a visual inspection of the exterior and interior of the property, such as could be undertaken from standing at ground level within the boundaries of the site and adjacent public/communal areas and as was readily accessible with safety and without undue difficulty including standing at the various floor levels.

We have not carried out a building survey of the buildings nor have we inspected woodwork, steelwork or other parts of the property which are covered, unexposed or inaccessible and we are therefore unable to report that any such parts of the property are free from defect. Our report does not purport to express an opinion about or to advise upon the condition of uninspected parts. Neither have we carried out any tests of any kind on the electrical, plumbing or other services installed.

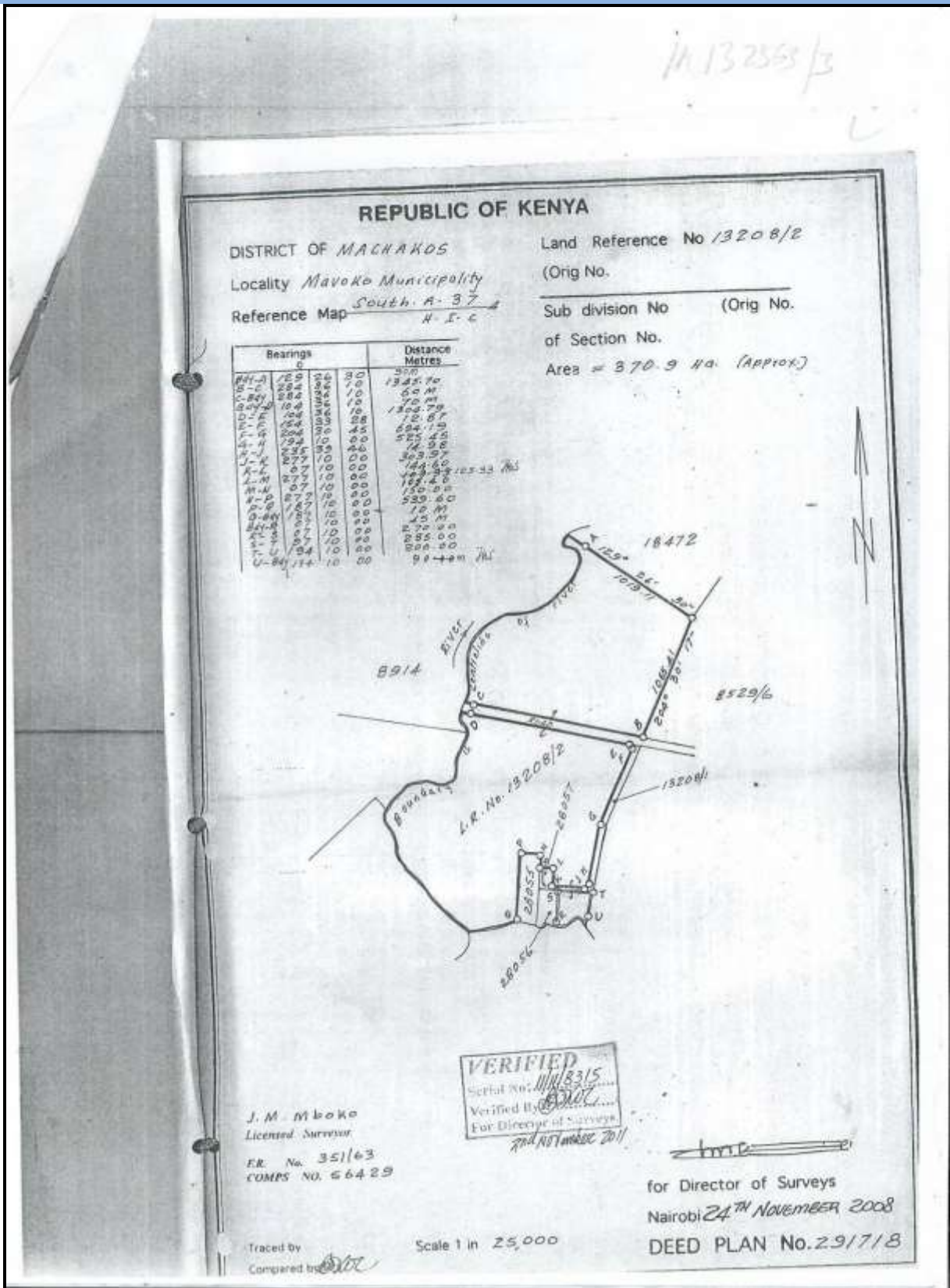
#### **MARKET CHANGE DISCLAIMER**

This valuation is current as of the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to particular property). We do not accept liability for losses arising from such subsequent changes in value. Without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon a year from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation.

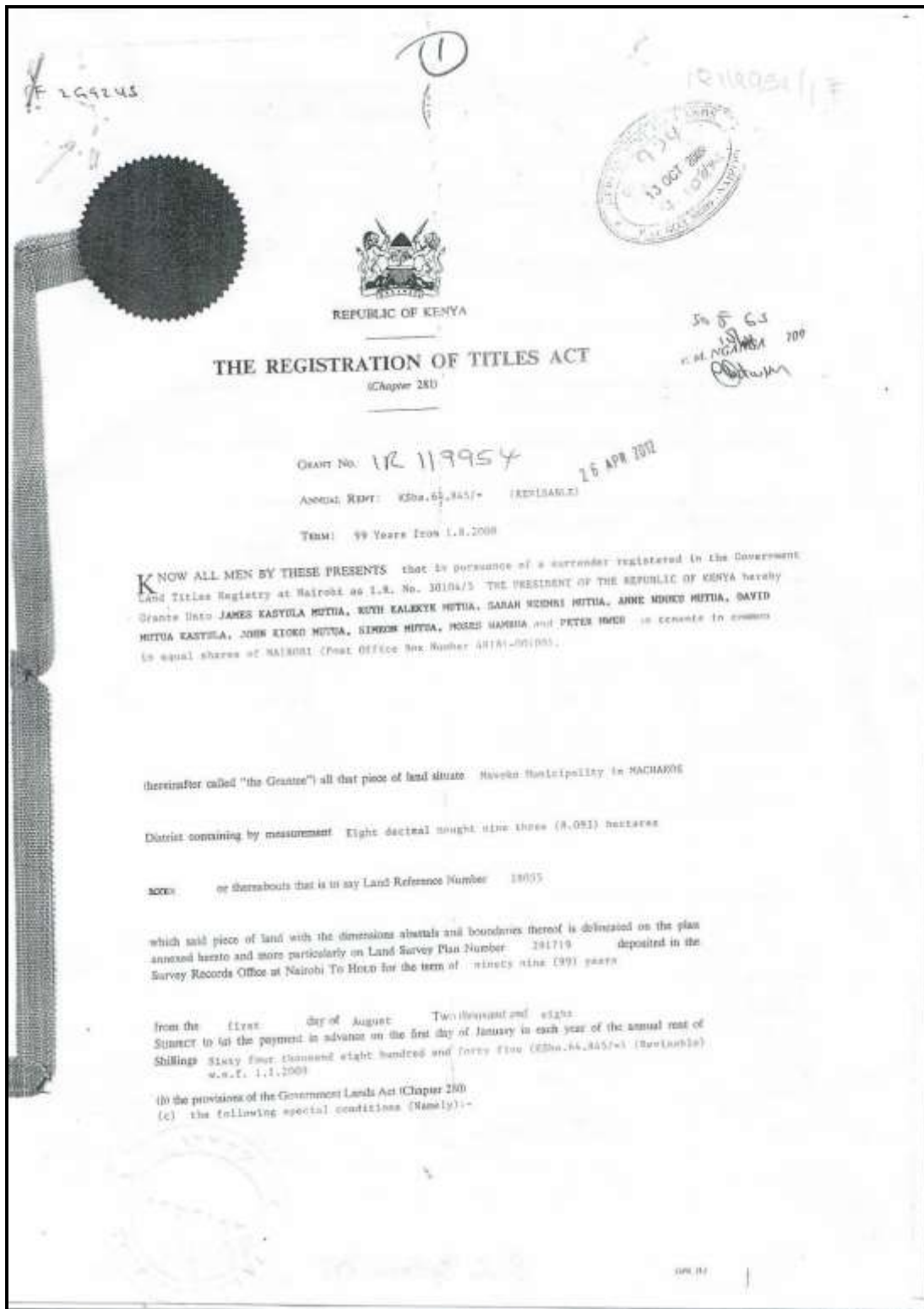
**APPENDIX II: GOOGLE EARTH IMAGES OF LOCATION OF THE PROPERTY**



APPENDIX III: COPY OF THE SURVEY MAP EXTRACT



APPENDIX IV: COPY OF SEARCH CERTIFICATE



19/10/2017

SPECIAL CONDITIONS

1. No further buildings shall be erected on the land nor shall additions or structural alterations be made to any buildings otherwise than in conformity with plans and specifications previously approved in writing by the Commissioner of Lands and the Local Authority. The Commissioner of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall maintain in good and substantial repairs and condition all buildings at any time erected on the land.
3. The land and buildings shall only be used for residential purposes.
4. The buildings shall not cover more than fifty per centum of the area of the land or such lesser area as may be laid down by the local authority in its by-laws.
5. The Grantee shall not subdivide the land without prior written consent of the Commissioner of Lands.
6. The Grantee shall not sell, transfer, mortgage, charge or part with the possession of the land or any part thereof without the prior written consent of the Commissioner of Lands.
7. The Grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or local authority upon the land or the buildings erected thereon including any contributions or other sums paid to the Commissioner of Lands in like behalf.
8. The Commissioner of Lands 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 mains, service pipes and drains, telephones or telegraph wires and electric mains of all descriptions, whether overhead or underground. The Grantee shall not start any buildings in such a way as to cover or interfere with any existing alignments of mains or service pipes or telephones or telegraph wires and electric wires.
9. The Commissioner of Lands reserves the right to require the 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 Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

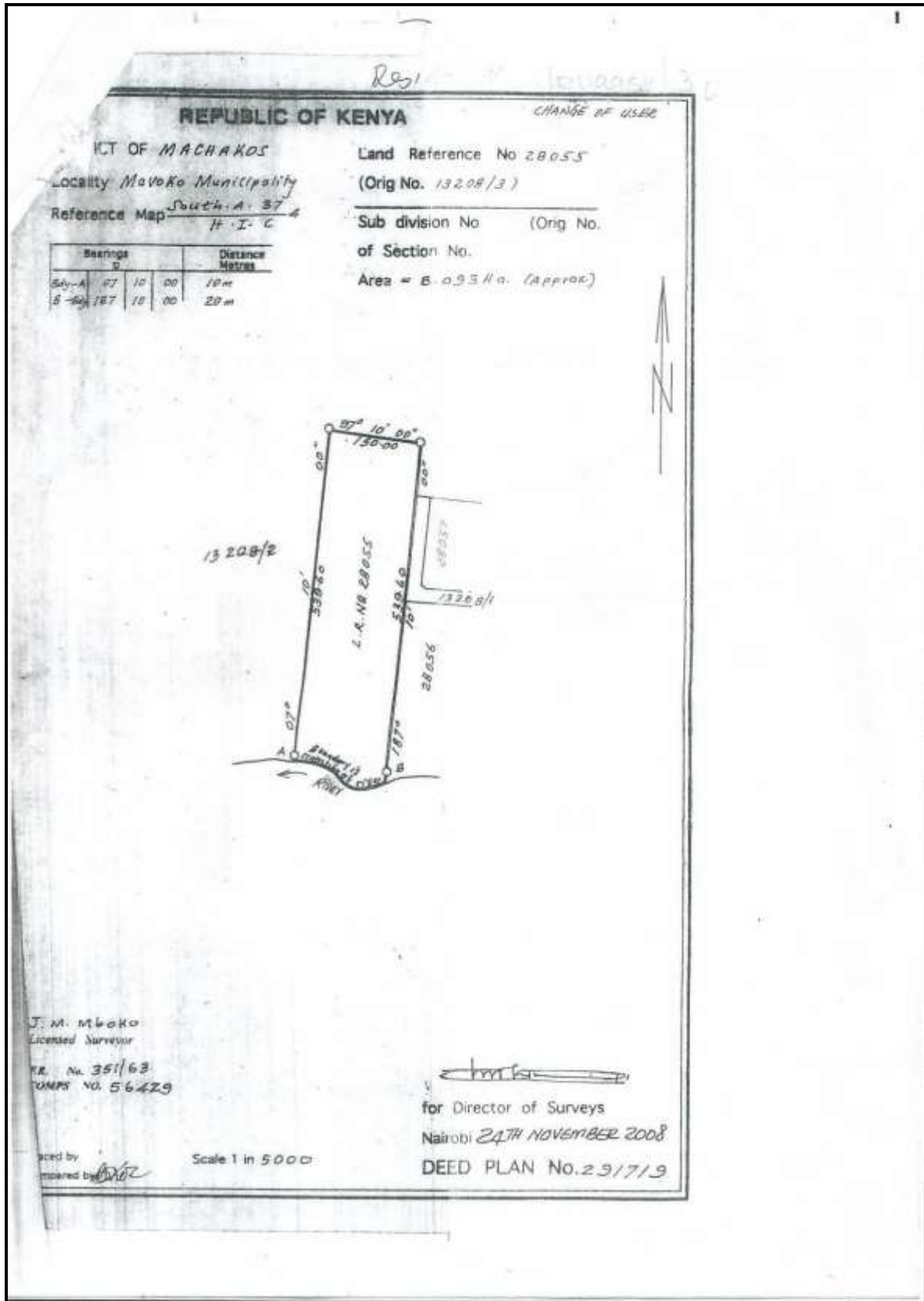
IN WITNESS WHEREOF I, XARLON ADWATA MANDA }  
the Commissioner of Lands have by order of the } *[Signature]*  
President hereunto set my hand this 2nd }  
day of April two thousand }  
and seven in the presence of: }  
} }  
} }  
[Signature] }  
REGISTRAR OF TITLES }  
P. M. NGANGA 209 }

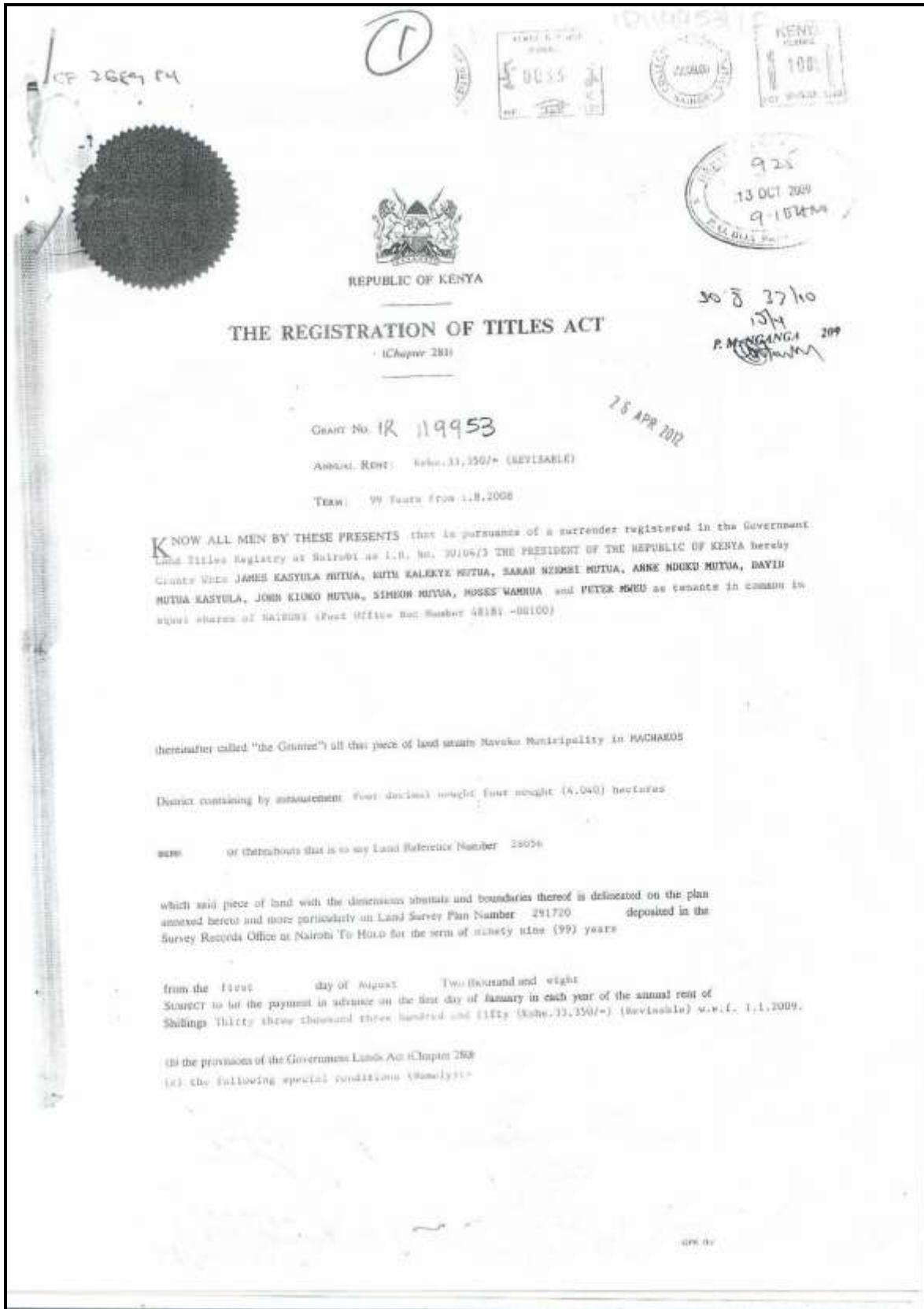
STAMP BY: }  
MBURU P. N. }  
REGISTRAR OF TITLES }  
P.O. Box 30094 }  
NAIROBI }

LAND TITLES DEPARTMENT }  
RECORDED }  
PRESENTED 13th } 1199541 }  
DATE 9/10/17 } 13th October 2007 }  
[Signature] } [Signature] }  
[Signature] } [Signature] }

500/- }  
20/- }  
520/- }  
3rd January 2017 = }

C. K. Nyakundi 298 }  
[Signature] }  
REGISTRAR OF TITLES }









10110452/12

SPECIAL CONDITIONS

1. No further 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 Commissioner of Lands and the Local Authority. The Commissioner of Lands shall not give his approval unless he is satisfied that the proposals are such as to develop the land adequately and satisfactorily.
2. The Grantee shall maintain in good and substantial repairs and conditions all buildings or any rise erected on the land.
3. The Land and buildings shall only be used for ~~industrial~~ light industrial purposes with ancillary offices and stores.  
 (i) Accommodation not exceeding 100 sq feet may be provided for a caretaker or night watchman or such lesser area as may be laid down by the Local Authority in its by-laws.
4. The buildings shall not cover more than ninety per centum of the area of the land or such lesser area as may be laid down by the local authority in its by-laws.
5. The Grantee shall not subdivide the land without prior written consent of the Commissioner of Lands.
6. The Grantee shall not sell, transfer, sublet, charge or part with the possession of the land or any part thereof without the prior written consent of the Commissioner of Lands.
7. The Grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever description as may be imposed, charged or assessed by any Government or Local Authority upon the land or the buildings erected thereon including any contributions or other sums paid by the Commissioner of Lands in lieu thereof.
8. The Commissioner of Lands 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 mains, service pipes and drains, telephone or telegraph wires and electric mains of all descriptions, whether overhead or underground. The Grantee shall not erect any buildings in such a way as to cover or interfere with any existing alignments of mains or service pipe or telephone or telegraph wires and electric mains.
9. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder at the expiration of every ten years of the term. Such rent shall be at a rate to be determined by the Commissioner of Lands of the unimproved value of the land as at the end of every tenth year of the term.

IN WITNESS WHEREOF I, ZABLON AGWATA MAREK  
 the Commissioner of Lands have by order of the  
 President hereunto set my hand this 2nd  
 day of April two thousand  
 and nine in the presence of:-

[Signature]  
REGISTRAR OF TITLES

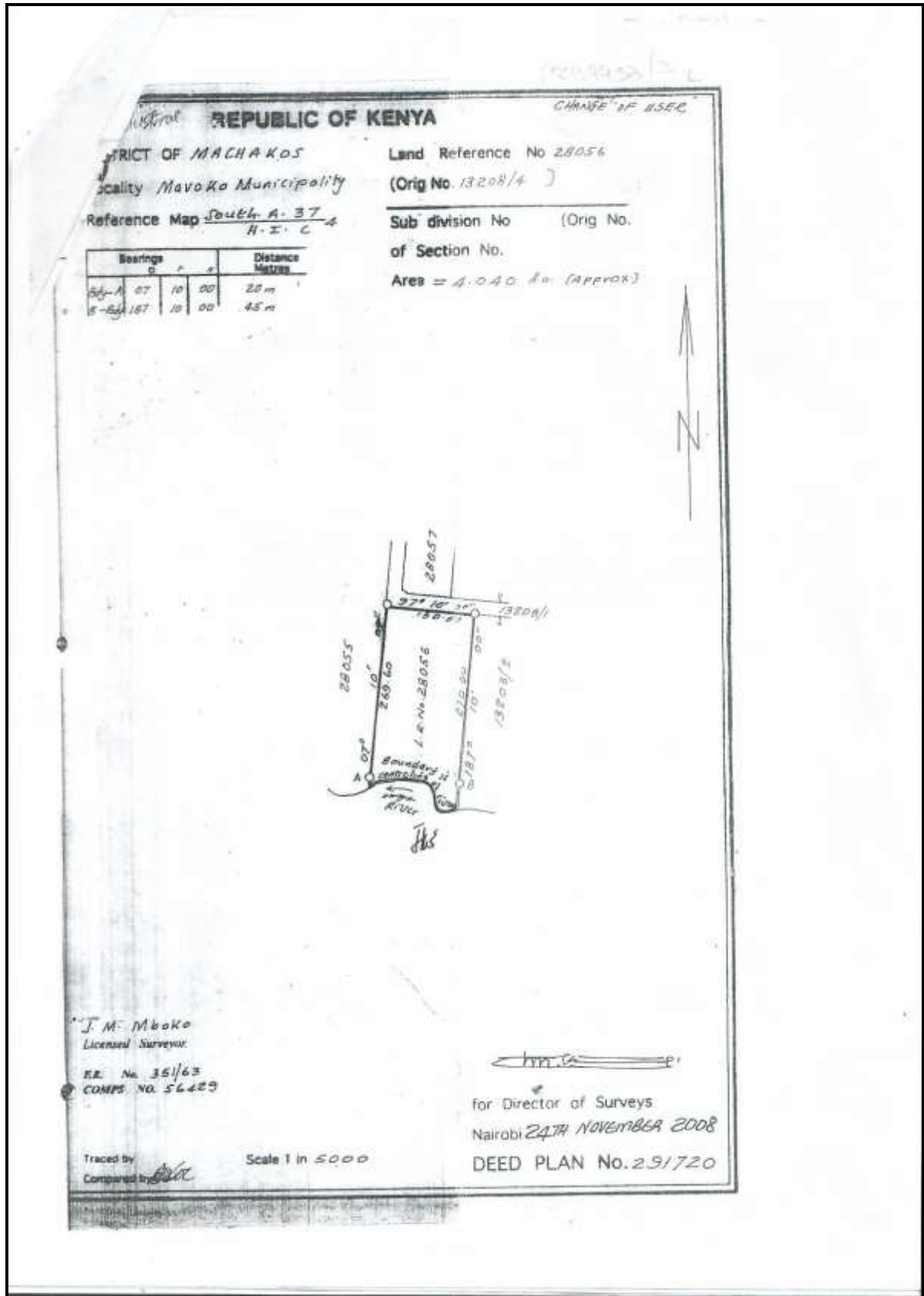
P. M. NGANGA 209  
 DEANE BY:  
 MURRI P N  
 REGISTRAR OF TITLES  
 P.O. Box 30089  
 NAIROBI

LAND TITLES REGISTRY (NATIONAL REGISTER)  
 REGISTRATION NO. 11995311  
 REGISTERED ON 13th October 2009  
 PRESENTED BY 09/10/09  
[Signature]  
 Registrar of Titles

500/-  
 20/-  
 520/-



Date: 3rd January, 2017 E. K. Nyakundi  
[Signature]  
 REGISTRAR OF TITLES

REGISTRAR OF TITLES



1R 132563/1

T/2

**REPUBLIC OF KENYA**

**THE REGISTRATION OF TITLES ACT**  
(Chapter 28D)

GRANT No. **1R 132563.**

ANNUAL RENT: Ksh.278,000/- (Revisable)

TERM: 99 years w.e.f. 1.8.2008

KNOW ALL MEN BY THESE PRESENTS that in pursuance of a surrender registered in the Government Land Titles Registry at Nairobi as I.R. No. 30104/3 THE PRESIDENT OF THE REPUBLIC OF KENYA hereby Grants unto JAMES KASYULA MUTUA, RUTH KALEKYE MUTUA, SARAH NZEMBI MUTUA, AMNE NENKI MUTUA, DAVID MUTUA KASYULA, JOHN KIROO MUTUA, SIMON MUTUA, MOSES WAMBWA and PETER HEGED (as tenants in common in equal shares) all of NAIROBI (Post Office Box Number 48181 - 00100)

hereinafter called "the Grantee") all that piece of land situate in Mavoko Municipality of MACHAKOS District containing by measurement three seven nought decimal nine (370.9) hectares or thereabouts that is to say Land Reference Number 13208/2

which said piece of land with the dimensions abutals and boundaries thereof is delineated on the plan annexed hereto and more particularly on Land Survey Plan Number 291718 deposited in the Survey Records Office at Nairobi To HOLD for the term of ninety nine (99) years

from the first day of August Two thousand and eight

SUMMARY to (a) the payment in advance on the first day of January in each year of the annual rent of Shillings two hundred and seventy eight thousand only (Ksh.278,000/-) (Revisable) w.e.f. 1.3.2009

(b) the provisions of the Government Land Act (Chapter 280)

(c) the following Special Conditions (namely): -

OPK 13



SPECIAL CONDITIONS

1. The land shall be used for Agricultural purposes and residence for the Grantee.
2. The land shall be used and managed in good husbandry manner and maintaining of the soil to the satisfaction of the Commissioner of Lands and the Director of Agriculture.
3. The Grantee shall not sell, transfer, sublet, charge or subdivide the land or any part thereof without prior written consent of the Commissioner of Lands (Land Control Board).
4. The Grantee shall develop the land to the satisfaction of the Commissioner of Lands and the Director of Agriculture.
5. The Grantee shall pay such rates, taxes, charges, duties, assessments or outgoings of whatever descriptions as may be imposed, charged or assessed by any Government or Local Authority upon the land or the buildings erected there upon including any contributions or any other such paid by the President in lieu thereof.
6. The Local Authority or such person or authority as may be appointed for the purposes shall have the right to enter upon the land hereby leased and have access to water mains, service pipes and drains, telephone wires and electric mains of all description 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 or mains or service pipes or telephone or telegraph wires and electric mains.
7. The Commissioner of Lands reserves the right to revise the annual ground rent payable hereunder after the expiration of every tenth year of the term.

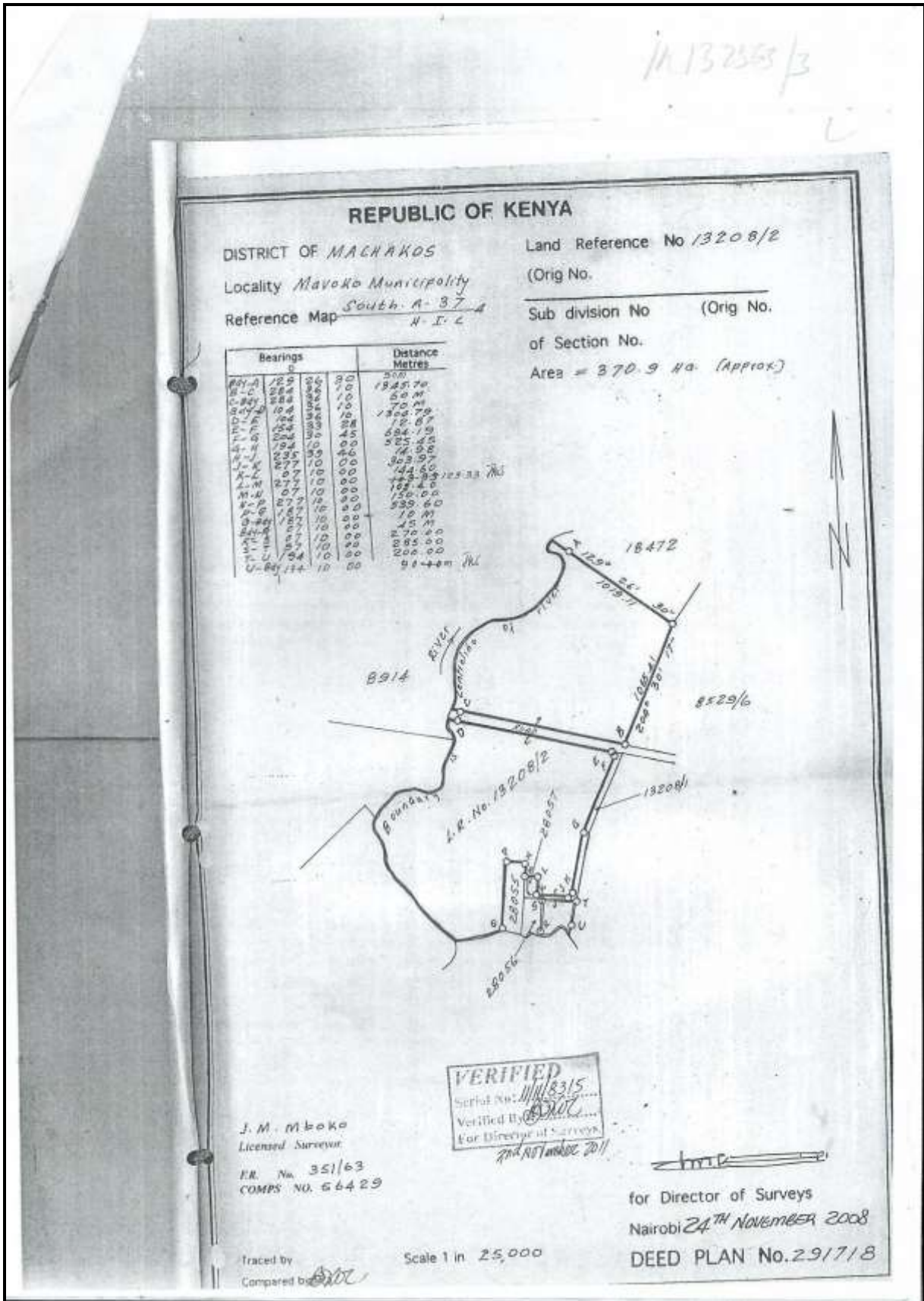
IN WITNESS WHEREOF I, ZANLON AGWATA MABEA )  
 The Commissioner of Lands have by order of )  
 The President hereunto set my hand this 29th )  
 day of September Two thousand and eleven )  
 in the presence of: - )

REGISTRAR OF TITLES  
 P.O. BOX 317

DRAWN BY: -  
 MURU P.N.  
 REGISTRAR OF TITLES  
 P.O. BOX 3089  
 NAIROBI

LAND TITLE OFFICE - NAIROBI, KENYA  
 REGISTERED UNDER THE  
 PROVISIONS OF S.O. 132563/1  
 Registered 15th November 2011  
 Time 12-10 Hrs  
 G. M. Mwangi 211

I hereby certify this to be a true copy  
 of the Original  
 50012  
 201-  
 5201  
 Dated 3rd January 2017  
 C. K. Nyakundi 298



APPENDIX V: COPY OF INITIAL MASTERPLAN

