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LEGAL NOTICE No. 130

**THE LAND REGISTRATION ACT**

*(No. 3 of 2012)*

IN EXERCISE of the powers conferred by section 110 of the Land Registration Act, 2012 the Cabinet Secretary for Lands and Physical Planning, after taking into account the advice of the National Land Commission, makes the following Regulations—

**THE LAND REGISTRATION (ELECTRONIC TRANSACTIONS)  
REGULATIONS, 2020**

**PART I—PRELIMINARY**

- |   |                 |
|---|-----------------|
| 1. These Regulations may be cited as the Land Registration (Electronic Transactions) Regulations, 2020.   | Citation.       |
| 2. These Regulations shall apply to the system in the registries set out in the First Schedule.   | Application.    |
| 3. In these Regulations, unless the context otherwise requires—   | Interpretation. |
| “Act” means the Land Registration Act, 2012;  | No. 3 of 2012   |
| “advanced electronic signature” has the meaning assigned to it in the Kenya Information and Communication Act, 1998;  | No. 2 of 1998   |
| “authorized user” means an advocate qualified to practice under the Advocates Act who has been granted permission to access, query any information or submit any application, instrument or document in relation to any transaction in accordance with these Regulations on behalf of another person; | Cap. 16         |
| “electronic” has the meaning assigned to it in the Kenya Information and Communication Act, 1998;   | No. 2 of 1998   |
| “electronic form” has the meaning assigned to it in the Kenya Information and Communication Act, 1998;  | No. 2 of 1998   |
| “personal identification number (PIN)” means the personal identification number (PIN) issued under section 11 of the Tax of Procedures Act, 2015;   | No. 29 of 2015  |
| “system” means the National Land Information System established in accordance with section 6(h) of the Land Act, 2012;  | No. 6 of 2012   |
| “user” means a person who has signed up to the system and accepted the terms and conditions;  |                 |
| “user account” means an online account created to allow access or submission of information in the system.  |                 |
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## PART II—ELECTRONIC LAND REGISTRY

4. (1) The Chief Land Registrar shall maintain an electronic land registry established in accordance with section 7 of the Act. Electronic registry.
- (2) The electronic land registry shall be part of the system.
5. (1) The Chief Land Registrar shall maintain— Form of registers.  
No. 27 of 2016
- (a) an electronic land register which shall contain the features specified in section 7(4) of the Act; and
- (b) an electronic community land register containing the particulars specified in section 8(1) of the Act and section 21(1) of the Community Land Act, 2016.
6. (1) All registry transactions under the Act shall be carried out through the system in the registries set out in the First Schedule. Electronic Registry transactions.
- (2) The Registrar may electronically, through the system—
- (a) issue a notice, certificate or any document which is required to be issued by the Registrar under the Act;
- (b) certify a form, document or extract of a document required to be certified by the Registrar under the Act; or
- (c) send any document issued or certified by the Registrar to the electronic addresses provided by a user for that purpose.
7. For the purposes of registration, the Registrar shall refer to the electronic cadastre in order to verify information relating to a parcel, where necessary. Access to the Cadastral Map.
8. (1) A person who wishes to use or undertake a transaction shall sign up to the system by providing the following information— Registration as a user of the system.
- (a) in the case of a natural person—
- (i) the name;
- (ii) the national identity card or alien card number;
- (iii) the personal identification number (PIN);
- (iv) a current passport size photo as profile picture;
- (v) personal contact details including postal address, email address, the telephone number and such other details as the system may require.
- (b) in the case of a legal person or a community—
- (i) the name;
- (ii) the incorporation or registration number;
- (iii) the personal identification number (PIN);
- (iv) the contact details including postal address, email address, the telephone number and such other details as the system may require; and

(v) the information required under paragraph (a) of its authorized representative.

(3) A user shall upon signing up accept the terms and conditions set out in the Second Schedule to these Regulations.

9. (1) There shall be a user account, user name and password created in the system for every user to enable the user log into the system. User account.

(2) As an additional security measure, a One Time Password (OTP) in the form of a text message shall be sent to the user's Telephone Number to authenticate every log-in.

(3) A user shall keep the log in credentials, particularly the password, confidential to avoid unauthorized access to the system.

(4) A user may change his or her log in credentials from time to time.

(5) Every user shall apply or submit any instrument or document for registration or recording, under the Act, electronically through their user account.

10. An advocate shall be an authorized user upon providing additional information in Form eLRA 1 set out in the Third Schedule or as may be modified for use in the system. Authorized user.

11. (1) A user shall— User obligations.

- (a) access the system and carry out transactions under the Act in the system in an individual capacity or through an authorized representative;
- (b) complete such formalities as are required before accessing the system
- (c) be responsible for the security of his or her login credentials and for any access made using the login credentials;
- (d) use the information obtained from the system for lawful purposes only;
- (e) be responsible for the accuracy and completeness of all information provided or submitted when using the system; and
- (f) surrender or deactivate accounts of persons who have ceased being their authorized representatives.

(2) Where a user is a legal person or community, the user shall be responsible for—

- (a) the selection and nomination of the user's authorized representative accessing the system on behalf of their organization;
- (b) ensuring compliance of paragraph (1) by the authorized representatives; and

(c) notification of revocation of the nomination or employment of any authorized representative.

(3) A user shall not—

- (a) impersonate another person or entity;
- (b) collect information about other users;
- (c) make available disruptive commercial messages or advertisements or communications which are prohibited by law in the system;
- (d) reverse engineer or otherwise attempt to extract any source code;
- (e) use any robot, spider, site search or retrieval application, or other device to retrieve or index any portion of the system;
- (f) copy, exchange, disclose or use the land related information accessed from the system for any other purpose other than for purposes of the transactions under these Regulations without prior written approval of the Cabinet Secretary;
- (g) distribute, sell or combine any information accessed through the system; and
- (h) use the system or its products and services in any manner that contravenes the provisions of the Kenya Information and Communication Act, 1998, the Computer Misuse and Cybercrimes Act, 2018 or any other written law.

No. 2 of 1998  
No. 5 of 2018  
Searches.

12. (1) A user who wishes to conduct an official search in the electronic register shall apply to conduct an official search through the system and pay the prescribed fees.

(2) A user may under paragraph (1) apply to undertake the following categories of searches—

- (a) a current status search of which the result from the search shall include particulars of the subsisting entries in the register, certified copies of any document, the cadastral map, or plan filed in the registry; or
- (b) a historical search of which the result shall provide a history of computer folio and list all transactions availed in a chronological order together with the status and date for each entry.

### PART III—PRE-REGISTRATION PROCESS

13. Pursuant to regulation 87(1) of the Land Registration (General) Regulations, 2017, a user shall use the forms set out in the Sixth Schedule to the Land Registration (General) Regulations, 2017, in the system subject to such modifications as the Chief Land Registrar may make, to enable the use of the forms electronically, in the system.

Forms.  
LN 278/2017

14. (1) An authorized user shall obtain and maintain client instructions in respect of each electronic transaction in Form eLRA 2 set out in the Third Schedule.

Preparation of  
instruments and  
documents.

(2) For the purposes of preparation of an instrument or document for electronic registration or filing, an authorized user shall—

- (a) enter all the required information in the applicable electronic form;
- (b) cause the instrument or documents to be executed by use of advanced electronic signature of parties;
- (c) attach the relevant supporting documents required under the Act.

(3) Where it is not possible to execute the instruments or documents by way of an advanced electronic signature, the authorized user may—

- (a) enter the required information in the applicable electronic form;
- (b) print the duly filled form for execution and attestation;
- (c) scan and upload the duly executed and attested form onto the system; and
- (d) attach the relevant supporting documents as may be required under the Act.

15. (1) Where applicable, the authorized user shall submit the instrument or document for valuation in electronic form.

Valuation for stamp duty.

(2) Upon submission of the instrument for valuation under paragraph (1), the authorized user shall receive an electronic notification indicating the date and time when the request was received.

(3) The authorized user shall be notified of the assessed duty payable through SMS notification, email notification or any other form of electronic transmission to the contacts of a user provided during signing up.

16. The authorized user shall pay stamp duty through the Kenya Revenue Authority payment platform.

Payment of stamp duty.

#### PART IV—REGISTRATION PROCESS

17. (1) An authorized user shall submit the application, instruments or documents for registration in the system and pay the prescribed fee, where applicable.

Submission for registration.

(2) An instrument or document shall be deemed to be received for registration when the system generates a notice of electronic filing with a tracking number for the electronically filed application, instrument or document.

(3) An application, instrument or document that is submitted electronically outside the business hours specified in regulation 2 of the Land Registration (General) Regulations, 2017 shall be deemed to have been received on the next business day.

LN 278/2017

18. (1) Subject to regulation 8 of the Land Registration (General) Regulations, 2017, the tracking number assigned to the application or instrument by the system shall determine the priority of registration of the instrument.

Priority of registration.

(2) The Registrar shall ensure that applications for registration are dealt with in the order of the tracking number assigned at the time of lodging of the instrument.

19. An Authorized user shall manually present documents which the Registrar requires the production of an original.

Lodging of physical documents.  
Registrar's source of information.

20. The Registrar shall, for the purposes of processing the applications, rely on the documentation and data available within the system and may, where necessary, refer to the backup of manual records.

21. (1) The Registrar shall reject an application, instrument or document that appears—

Rejection of instruments.

(a) to be substantially defective; or

(b) to have been submitted for registration without the relevant supporting documents required under the Act or the Land Registration (General) Regulations, 2017.

LN 278/2017

(2) An authorized user shall, upon making the relevant corrections, lodge an instrument or document rejected under paragraph (1) afresh as though it were a new transaction.

(3) An authorized user whose application has been rejected under regulations 2 may appeal in the manner provided under regulation 37 of Land Registration (General) Regulations, 2017.

LN 278/2017  
Registration.

22. (1) The registration of an instrument or document shall be completed upon the approval of the transaction and the making of corresponding entries into the register by the Registrar.

(2) Upon registration, there shall be an electronically generated notice to the effect that the document has been registered.

23. (1) The Registrar shall pursuant to section 30 of the Act issue an electronic certificate of title or lease in accordance with regulation 31(1) or (2) respectively of the Land Registration (General) Regulations, 2017.

Electronic certificate of title or lease.  
LN 278/2017

(2) The electronic certificate of title or lease shall contain unique serial numbers and security features which can be used to verify the authenticity of the certificate.

24. The Registrar shall make the registered instruments and documents available for download by the authorized user or any person conducting a search under regulation 12.

Availability of documents.

#### PART V — TRANSITIONAL PROVISIONS

25. (1) Where a transaction cannot be carried out using the electronic registration system, the person seeking to carry out the transaction shall carry out the transaction through such other means as the Chief Land Registrar may determine.

Manual transactions.

(2) An instrument or document filed and registered electronically at the registry under these Regulations has the same effect as if that instrument or document were in the form of a paper document.

**FIRST SCHEDULE****REGISTRIES TO WHICH THESE REGULATIONS  
SHALL APPLY (r. 2)****1. Nairobi Land Registry****SECOND SCHEDULE****TERMS AND CONDITIONS OF USE (r. 8(3))****SECOND SCHEDULE****TERMS AND CONDITIONS OF USE (r. 8(3))****1. Introduction**

- (a) The National Land Information System is an online system developed by the Government of Kenya through the Ministry of Lands and Physical Planning in collaboration with the National Land Commission. It is a system created for convenience in conducting land transactions.
- (b) Upon registration to the system, a user is deemed to have accepted the terms and conditions and will equally be bound by the same. Once the user has completed the sign up process, a contract detailing the terms and conditions for use is entered into between the user and the system operators.

**2. Availability of service and support**

- (a) The Government of Kenya aim is to ensure accessibility to NLIS at all times, however there could be service interruption to allow for upgrading or maintenance of the system.
- (b) The system shall be available around the clock for searching for the copy or image of any instrument, dealing, or document in the system or the lodgment of documents through the system.
- (c) Processing of electronic documents shall be done during the business hours when the back-end processes shall be available.
- (d) The system support and back-end processes shall be available during the business hours set out in Regulation 2 on the business days set out in Regulation 4 of the Land Registration (General) Regulations, 2017.
- (e) The Cabinet Secretary reserves the right to suspend the system in whole or in part in the circumstances where a significant breach of security has occurred or that a security system has failed that compromises or that could compromise the integrity or security of the system's databases or service until such security breach or failure has been rectified.
- (f) The Ministry will endeavour to provide you with the services at all times or at any specific times or will be able to operate at all times error-free. Ministry makes no warranties in regard to the availability of services but all reasonable efforts will be made to provide the best possible service to you. Notices regarding planned system outages will be made available on the Ministry's website.

**3. Obligations of Ministry**

The Ministry shall:

- (a) Endeavour to maintain this system (NLIS) in good operational condition throughout the term of this agreement.
- (b) Endeavour to inform the users in cases of scheduled and/or unscheduled system maintenance.
- (c) Assist you to understand the operational requirements and any protocols adopted from time to time for use in the system.
- (d) Comply with all statutory and regulatory requirements imposed on the Ministry regarding the implementation and functionality of the system.

**4. Security of the System**

- (a) The User is responsible for maintenance of the confidentiality and control of all Security Measures associated with the use by the user (s). These Security Measures involve the use of digital signatures and digital certificates and are managed the Ministry.
  - (b) You are responsible for the selection and nomination of those of your people who you intend to be Subscribers and, therefore, users of the Security Measures.
  - (c) The Ministry reserves the right to reject with reasons thereof an application by any Applicant.
  - (d) You must promptly notify the Cabinet Secretary in the Ministry if a Subscriber stops working for you.
- (e) You are solely responsible for ensuring that the users comply with the User Obligations.
- (f) Any use of the NLIS by any person with access to the Security Measures used or made available to you or any of your people (whether authorized by you or not) constitutes sufficient authority for the Ministry to:
    - (i) act on any enquiries, provide such information, update its registers or to otherwise transact such dealings, with or under the instruction of that person; and
    - (ii) charge fees for the use of the products and services associated with NLIS.
  - (g) You shall promptly notify the Cabinet Secretary in the Ministry as soon as you become aware that any of the Security Measures used or available to you or any of your people are or have been compromised, or if you are aware of circumstances which give rise to a risk that those Security Measures have been compromised.
  - (h) You agree to help the Ministry with any investigation of any suspected or actual compromise of any of those Security Measures.
  - (i) Any activity by a user in the system shall be catalogued and an audit trail of such activity created in the system.
  - (j) You may request revocation of any of the Security Measures available to or being used by any of your people. Your people may also request revocation of their own Security Measures. The Ministry reserves the right at any time to revoke the Security Measures being used by you or any of your people in order to safeguard the integrity and security of NLIS databases.

**Disclaimer**

The Ministry will be held liable to the extent permissible in the relevant statute but will not be liable for acts of omission or commission out of its control.

**5. Data Privacy Statement**

- (a) The Ministry collects the applicant's personal information with the applicant's consent when the application is made for authorization to access the National Land Information System.
- (b) The Ministry does not on-board minors (any person under 18 years of age) except where an applicant additionally registers on their behalf as their parent and/guardian.
- (c) The information the Ministry collects and stores about the applicant includes but is not limited to the following: applicant's identity including name, photograph, address, location, phone number, identity document type and number, date of birth, email address, age, and gender.
- (d) The applicant consents to the Ministry making and retaining photocopies of personal information and all other documents provided in support of the application which will be kept for the term of the agreement for the purpose of enforcing the agreement.
- (e) The Ministry may make inquiries deemed necessary to verify the information provided in the application.
- (f) The information and documentation provided will be used to administer the authorization to access and use the system.
- (g) The Ministry may disclose your information to:
  - (i) Law enforcement agencies, regulatory authorities, courts or other statutory authorities in response to a demand issued with the appropriate lawful mandate and where the form and scope of the demand is compliant with the law;
  - (ii) Publicly available and/or restricted government databases to verify applicant's identity information in order to comply with the regulatory requirements;
  - (iii) Any other person that the Ministry deems legitimately necessary to share the data with.
- (h) The Ministry shall not release any information to any individual or entity that is acting beyond its legal mandate.
- (i) The Ministry has put in place technical and operational measures to ensure integrity and confidentiality of the applicant's data via controls around: information classification, access control, cryptography, physical and environmental security and monitoring and compliance.
- (j) Subject to legal and contractual exceptions, the applicant has rights under data protection laws in relation to their personal data. These are listed below:
  - (i) right to be informed that the Ministry is collecting personal data about the applicant

- (ii) right to access personal data that the Ministry holds about the applicant and request for information about how the Ministry will process it;
- (iii) right to request that the Ministry correct the personal data where it is inaccurate or incomplete;
- (iv) right to request that the Ministry erase the personal data noting that the Ministry may continue to retain the information if obligated by the law or entitled to do so;
- (v) right to object and withdraw the consent to processing of personal data. The Ministry may continue to process it if it has a legitimate or legal reason to do so;
- (vi) right to request restricted processing of the personal data noting that the Ministry may be entitled or legally obligated to continue processing the data and refuse the request;
- (vii) right to request transfer of the applicant's personal data (in an electronic format).
- (viii) the Ministry may need to request specific information from the applicant to help it confirm the applicant's identity and also ensure their right to access their personal data (or to exercise any of the other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. The Ministry may also contact the applicant to ask for further information in relation to the applicant's request in order to speed up the response.

#### 6. Copyright

The Government of the Republic of Kenya is the owner of all rights in and to the National Land Information System. The complete content of the National Land Information System platform is protected by the Copyright Laws of the Republic of Kenya and reproduction or redistribution of that content without the permission of the Government of the Republic of Kenya is strictly prohibited.

#### 7. General Terms

- (a) The parties commit to a cooperative environment in the performance of the respective obligation to ensure any system difficulty and/or improvement is addressed.
- (b) The Ministry reserves the right to change and adjust these terms and conditions without any further reasons as long as it is necessary due to legal adjustments or technical progress.
- (c) The Ministry reserves the right to block the authorized user from the ability to upload content to National Land Information System if a violation of this agreement exists.
- (d) These terms and conditions are to be read and construed according to the laws of the Republic of Kenya, and you agree to submit to the jurisdiction of this country.
- (e) These terms and conditions record the entire agreement. If any provision of these terms and conditions are held by a court to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute or regulation it is to be severed so that the validity and enforceability of the remaining provisions are not affected.

#### 8. User feedback

- (a) Feedback on user experience in the use of the system and specifically any complaints, complements and suggestions for improvement are highly encouraged.
- (b) The feedback in paragraph 1 can be channelled through the feedback portal in the system or through the address below:

Cabinet Secretary  
 Ardhi House  
 1<sup>st</sup> Ngong Avenue, off Ngong Road  
 Email:  
 Tel: +254 202718050 / 204803886  
 P.O. Box 30450-00100  
 NAIROBI

I have read and understood the provisions of these terms and obligations and hereby agree to be so bound.

Name..... Sign ..... Date.....

**THIRD SCHEDULE**

Form eLRA1

(r. 10)

The Chief Land Registrar  
 Ardhi House  
 Nairobi

	Name/Partnership/LLP:				Id no./Reg. No./P.105
Tel. No.			E-Mail Address:		
Physical Address:			Postal Address: Postal Code: Town:		
	Contact Person Name:			P.105/	
	Tel No.			Email Address	
In case of Partnership/LLP, individual authorised users:					
	NAME	ID NO.	P.105/	TEL	EMAIL

				NO.	
	I have read and understood the terms and conditions of use.				
	I AGREE TO BE BOUND BY THE TERMS AND CONDITIONS				
	Name	Signature			Date

FORM e-LRA2

(r. 14(1))

**ELECTRONIC TRANSACTION: CLIENT INSTRUCTION AND AUTHORITY FORM**

**1. ADVOCATE**

Name of Advocate.....

Admission Number.....

Practice Number .....

Firm (if applicable):.....

Telephone number.....

Email Address.....

Postal Address.....

Physical Address.....

2.

3. CLIENT(S):

Client name .....

ID No/Passport No/Reg number.....

Telephone. Number.....

Email Address .....

Postal Address .....

Name of Authorised Representative (where applicable) .....

.....

Power of Attorney No. (if applicable) .....

ID No/Passport No.....

Telephone. No.....

Email Address .....

3. Nature of transaction

.....

4. I, the above-named person hereby instructs the advocate to undertake registration of the above transaction.

.....

Client Name signature Date

(Note: Each Client named must sign personally. 'For and on behalf' is not acceptable.)

I certify that:

- (a) I have witnessed the client(s) sign this form.
- (b) I have sighted the original form(s) of identity attached herein.
- (c) I have attached a copy of ID(s)/Passport/ photo(s) name(s) and signature(s) match the client(s) name(s) and identification provided.
- (d) The client(s) is transacting in their free will.
- (e) The client(s) appear(s) to be of sound mind.

.....

Name of advocate Signature Date

Notes:

- 1. Before signing any authority instruction, the advocate must ensure they have proper authority from their client;
- 2. The advocate must take reasonable steps to ensure their client has legal capacity;

3. *The advocate must verify the identity of their client;*
4. *The advocate must retain the evidence they have relied on to support those certifications;*
5. *Where the client is signing this form under a Power of Attorney the identity that is required to be established is that of the attorney. Attach a copy of the Power of Attorney.*

Made on the 9th July, 2020.

FARIDA KARONEY,  
*Cabinet Secretary for Lands and Physical Planning.*

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