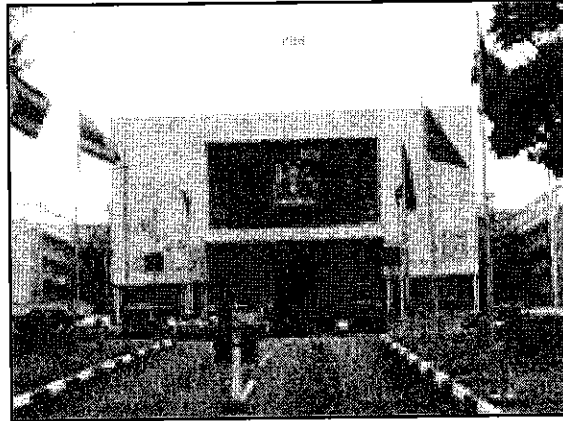


REPUBLIC OF UGANDA



PARLIAMENT OF UGANDA

**REPORT OF THE SELECT COMMITTEE INQUIRING INTO THE TAKEOVER OF
LAND FORMERLY BELONGING TO PUBLIC SCHOOLS IN KAMPALA CAPITAL
CITY AUTHORITY (KCCA)**

**Parliamentary Buildings
Kampala**

July 2015

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1.1 Background

Rt. Hon. Speaker and Members,

On the 4th day of February, 2015, Hon. Ssekikubo Theodore, Member of Parliament for Lwemiyaga County, Sembabule District moved a Motion for a Resolution of Parliament to constitute a Select Committee to inquire into the takeover of land formerly belonging to public schools and institutions in Kampala Capital City Authority (KCCA). The Motion came at the backdrop of wanton eviction and demolition of Nabagereka Primary School in Rubaga Division, Kampala on 23rd January 2015, by M/S Boost Investments Ltd.

The House, under resolution No. 6 of the same motion resolved that, *"A Select Committee be constituted to inquire into the takeover of land formerly belonging to public schools and institutions in Kampala Capital City Authority (KCCA)"*.

Accordingly, on 19th March 2015, the Rt. Hon. Speaker announced to the House the composition of a six member committee to undertake the aforementioned assignment.

1.2 The Committee

In accordance with Rule 179 of the Rules of Procedure of Parliament, a six member Select Committee of the House was appointed (**Appendix I**) to inquire into the alleged takeover of land formerly belonging to public schools in KCCA. The composition of the Committee was as follows:-

- | | |
|--------------------------------|---------------|
| 1) Hon. Migadde Robert Ndugwa | – Chairperson |
| 2) Hon. Wadri Kassiano Ezati | – Member |
| 3) Hon. Kabaale Kwagala Olivia | – Member |
| 4) Hon. Niwagaba Wilfred | – Member |
| 5) Hon. Mulindwa Patrick | – Member |
| 6) Hon. Mpuuga Mathias | – Member |

1.3 Terms of Reference

In her letter dated 20th March 2015 Ref: AB 199/199/01(Attached as annexure 1), the Rt. Hon. Speaker issued the Terms of Reference to the Select Committee. The Committee was tasked to inquire into:

1. The circumstances surrounding the takeover of land formerly belonging to public schools in Kampala Capital City Authority specifically Nabagereka Primary School;
2. Whether the takeover transaction was in accordance with the laid down laws and procedures;

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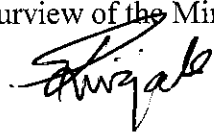
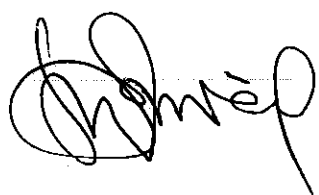
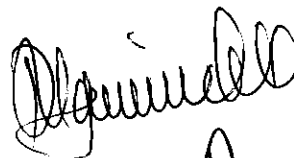
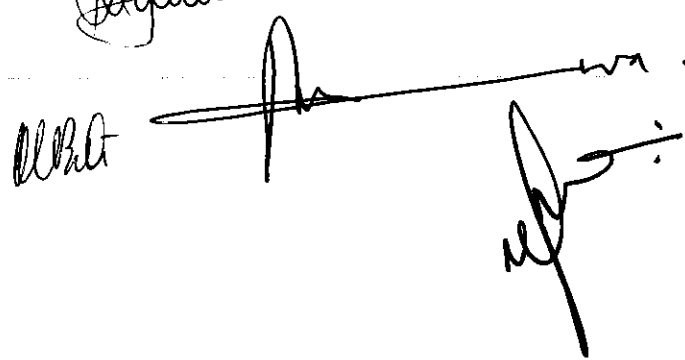
3. Whether appropriate mitigation measures were put in place to cater for the affected students and teachers; and
4. Make appropriate recommendations to Parliament.

1.4 Methodology

The Committee:

1. Held meetings with, interviewed and cross-examined a range of witnesses (both public officials and private individuals/"investors") (**Attached as annexure 2** –List of witnesses);
2. Reviewed documents, memoranda and other forms of evidence adduced during the inquiry;
3. Carried out on-spot visits to public schools whose land was either given away or under threat at the time. They are:
 - i) Nabagereka Primary School,
 - ii) Nakasero Primary School,
 - iii) Buganda Road Primary School,
 - iv) Bat Valley Primary School,
 - v) Kitante Primary School,
 - vi) Kasubi Family/Nakyekoledde Primary School,
 - vii) Nakivubo Settlement Primary School,
 - viii) Nakivubo Blue Primary School,
 - ix) Shimon Demonstration School,
 - x) Namungoona Kigoobe Primary School,
 - xi) East Kololo Primary School,
 - xii) Kololo Senior Secondary School,
 - xiii) Old Kampala Senior Secondary School,
 - xiv) City High School,
 - xv) Makerere University,
 - xvi) Nateete Muslim School,
 - xvii) Kyambogo University: and
 - xviii) Nakivubo War Memorial Stadium.

Suffice to note that the inclusion of Nakivubo War Memorial Stadium in the Committee's scope of investigation was because of the centrality of this institution/facility in the promotion of education and sporting activities (both primary and post primary) in the country from inception to date. More so, the Act that establishes Nakivubo War Memorial Stadium placed it under the purview of the Ministry of Education and Sports.

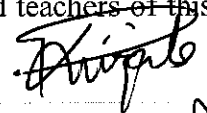
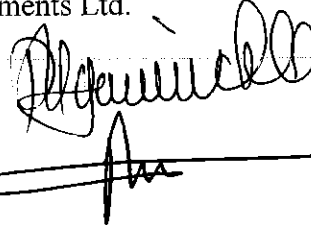
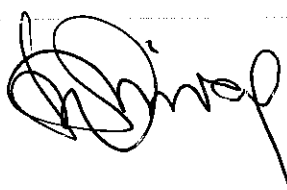





2.0 FINDINGS, OBSERVATIONS AND RECOMMENDATIONS

1. NABAGEREKA PRIMARY SCHOOL

Findings

1. According to records availed to the Committee by both Buganda Land Board and the Ministry of Education, Science, Technology and Sports, the school was first set up in Lubiri(Palace) as purely a Buganda Kingdom School in the early 1960s.
2. Following the 1966 crisis and the subsequent conversion of Lubiri (Palace) into a military barracks, the school was relocated by the central Government from Lubiri to its most recent location at Mengo-Kisenyi as a purely Government aided school, where it occupied land measuring 4.7 acres comprised in Block 12, Plot 1049, LRV 447, Folio 17.
3. At the time of its demolition on **23rd January, 2015**, the school existed as a Universal Primary Education, Government Aided School with a population of 1,443 pupils and 23 teachers.
4. Since its establishment in the 1970s up to 2013, Nabagereka Primary School had occupied, utilized and developed the land without being challenged by anyone.
5. Following a formal application, **in 2006**, Uganda Land Commission, under **Ref. 151/3666, Minute No. 3/2006**, leased Block 12, Plot 1049 Kisenyi Area on which Nabageleka Primary School was established, to M/S Boost Investments Ltd for a period of 99 years from 1st February 2007 at a premium of 120 Million (One Hundred and Twenty Million).
6. According to the Chairperson, Uganda Land Commission, the Commission lost interest in the same land after “discovering” that it was among the properties that the Government of Uganda had returned to Buganda Kingdom.
7. **On 5th July 2009**, in a bid to “regularize” its lease on the subject land, M/S Boost Investments Ltd entered into a deed of surrender with Buganda Land Board in which Boost Investments Ltd surrendered the lease obtained from ULC to Buganda Land Board on condition that Buganda Land Board issues a new lease to it on similar terms. Following the execution of the deed of surrender, Boost Investments Ltd was granted a lease over plot 1049 by Buganda Land Board for 93 year. The property was registered in its names of M/S Boost Investments Ltd under instrument No. KLA570722 of 27.11.2013 upon payment of premium worth Four Billion, Six hundred million (UGX.4.6billion) to Buganda Land Board.
8. Neither Uganda Land Commission nor Buganda Land Board consulted and or acquired the consent of the School Management Committee of Nabagereka Primary School, the Ministry of Education and Sports, Kampala Capital City Authority or the parents and teachers of this school before offering a lease to M/S Boost Investments Ltd.

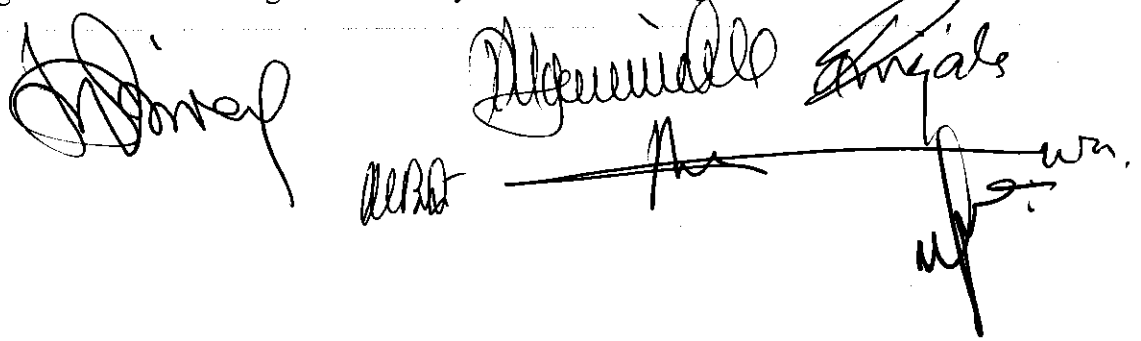


9. Following numerous eviction threats, on **23rd January 2015**, at about 3:00am, M/S Boost Investments Ltd, with the assistance of Police wantonly demolished the school.
10. M/S Boost Investments Ltd demolished Nabagereka Primary School ***without a court order***. Neither the School administration, the Ministry of Education and Sports nor KCCA was served with the Court Order, and no court order existed.
11. The demolition of the school led to displacement of 1,443 pupils and 23 teachers, loss of school property including buildings, furniture, computers, official records and personal belongings of teachers' families. Suffice to note that, the school was the only UPE school in the area providing education for the poor people in Kisenyi, Mengo, Bakuli and the surrounding areas.

Role of KCCA in the demolition of Nabagereka Primary School

The demolition of Nabagereka Primary School was occasioned by the actions and inactions of KCCA and its leadership. The committee observes that-

1. Boost Investments Ltd dealt with KCCA in the entire process of evicting Nabagereka Primary School rather than deal with the school management committee, the Ministry of education and sports as well as the Attorney General's office. In most of the correspondences the committee received, it appears that Boost Investments dealt with KCCA to the extent that it addressed all eviction notices to KCCA, instead of the school management committee, the Ministry of Education and Sports and the Attorney General. Indeed, on 15th May 2014, the Permanent Secretary Ministry of Education and Sports wrote to the Executive Director, KCCA, observing that Boost Investments has continued to deal with KCCA, ignoring the Ministry. She requested the Executive Director to refer all the eviction notices and correspondences on the subject matter to the Ministry of Education and Sports rather than KCCA. **(attached as annexure 3)**
2. KCCA executive Director Mrs. Jenifer Musisi, without consulting the Ministry of Education and Sports and the Attorney General made an undertaking to Boost Investments Ltd to relocate Nabagereka Primary School from plot 1049. The committee was informed that on the 13th May 2014, Boost Investments Ltd and officials from KCCA met and agreed to extend the relocation of Nabageleka Primary School. **(attached as annexure 4)** Indeed, on the 13th May 2014, the KCCA executive Director wrote to the Managing Director, Boost Investments Ltd extending the time within which to relocate Nabageleka Primary School to 31st December 2014. **(attached as annexure 5)** The effect of this undertaking meant that after the 31st December 2014, Boost Investments would have automatic entry on the suit land and would evict Nabageleka Primary School if the school had not been relocated by then.
3. KCCA delayed in communicating to the relevant government agencies and Ministries the impending eviction of Nabageleka Primary School. Although KCCA undertook to

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relocate Nabageleka Primary school on the 13th May 2014, the Executive Director only communicated to the Ministry of Education and Sports about the undertaking and the eviction of Nabageleka Primary School on the 9th December 2014, 21 days to the relocation deadline. **(attached as annexure 6)**

4. As part of the discussion of the 13th May 2014 and an earlier request of the 6th of May 2014, KCCA agreed to provide security during the opening of boundaries and permission to Boost Investments Ltd to erect a chain link fence on school land. Indeed, on the 14th May 2014, Boost Investments, through its lawyers, Ajungule & Company Advocates wrote to the KCCA Executive Director applying for permission to erect a chain link fence around the school land. **(Attached as Annexure 7)** On the 8th of May 2014, KCCA director of Physical Planning, Mr. Atwine K. Moses wrote to Boost Investments granting it permission to open up boundaries of the land and erect a chain link fence on plot 1049, land on which Nabagereka Primary School occupied. **(Attached as Annexure 8)** The actions of the physical planning department of KCCA in granting the above planning permission enabled Boost Investments to get physical possession of the land which they later based on to evict the school.
5. KCCA, in its written statement of defense to Court in *Civil Suit No. 250 of 2015, Boost Investments Ltd Vs. KCCA*, denied that it had interest in the land on which Nabageleka Primary School was situate, yet it was a supervisor of all primary schools in Kampala on behalf of Government. Paragraph 4 (h), of the Written statement of defense states thus-
"The defendant is aware that the plaintiff is the registered proprietor of the suit land and has no interest in the said land whatsoever....."
6. KCCA failed to secure the assets of Nabageleka Primary school from looting and destruction. On 6th May 2014, Ajungule and Company Advocates wrote to KCCA requesting them to inform them on where to keep the valuables and or chattels on school land but this wasn't done.

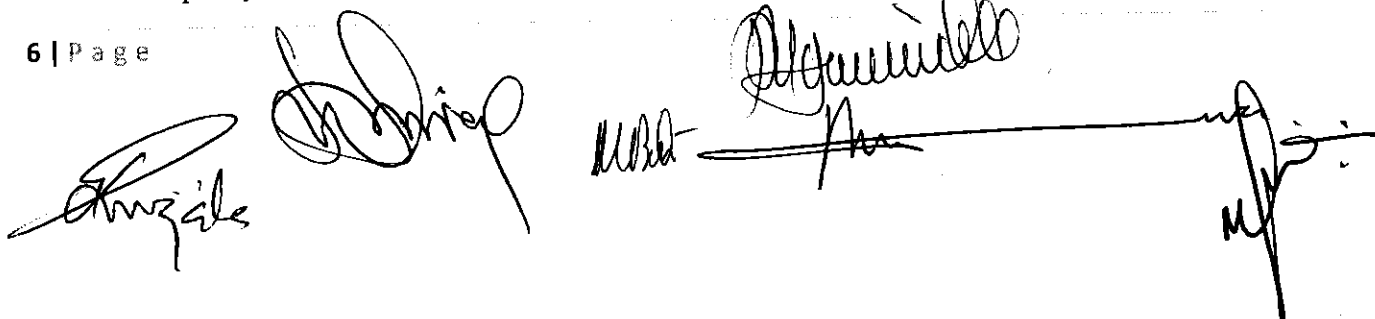
Observations

- a) Section 29(2) (a) of the Land Act, Cap 227 defines a bonafide occupant as follows:-

(2) "Bonafide occupant" means a person who before the coming into force of the Constitution-

(a) had occupied and utilized or developed any land unchallenged by the registered owner or agent of the registered owner for 12 years or more."

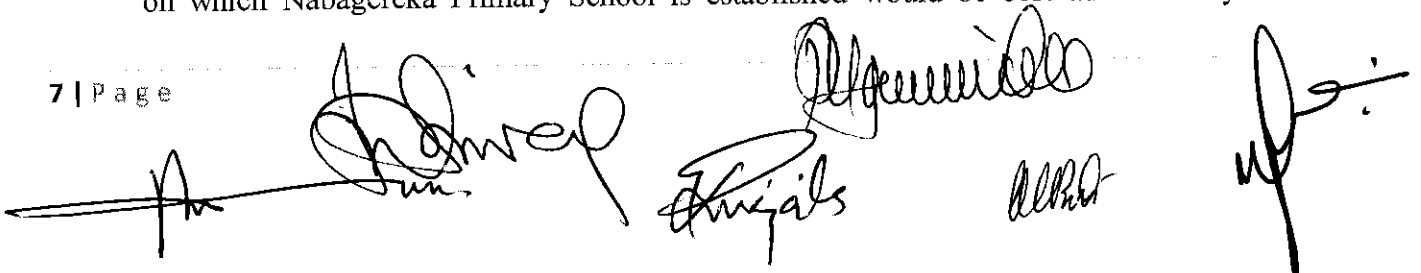
Nabagereka Primary School had been in occupation of the property since 1970, which is 25 years before the coming into force of the 1995 Constitution. The school was known to the registered owner, Uganda Land Commission as well as Buganda Kingdom and its occupancy had never been challenged by anyone. Further still, the school was in physical

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possession and occupation of plot 1049 and had utilized the same. Therefore, within the meaning of section 29 (2) of the Land Act, Cap 227, Nabagereka Primary School was a bonafide occupant.

Justice Odoki in his lead judgment in the case of *Kampala District Land Board and Another versus National Housing and Construction Corporation (NHCC) Supreme Court Civil Appeal No. 2 of 2004* held, while faced with similar facts that the respondent who had been in possession of the suit land since 1970 was a bonafide occupant within the meaning of section 29 (2) (a) of the Land Act, Cap 227.

- b) At the time land on which Nabageleka Primary school was located was leased, it was not available for leasing since it was occupied and utilized by the same school, a bonafide occupant. Uganda Land Commission therefore erred in leasing the land occupied by the school to a private developer.
- c) The granting of the lease to M/S Boost Investments Ltd for plot 1049 by Uganda Land Commission in total disregard of Nabagereka Primary School's interest, did not in itself extinguish the interest of the school in the land. The interest of Nabagereka Primary School in the land survives to-date.
- d) The deed of surrender executed between Buganda Land Board and Boost Investments Ltd extinguished the earlier lease granted to Boost Investments Ltd by Uganda Land Commission. However, the rights accruing to Nabageleka Primary School as a bonafide occupant were not extinguished by the creation of the new lease between Boost Investments Ltd and Buganda Land Board. For all intents and purposes, the school remained a bonafide occupant irrespective of the new ownership by Buganda Land Board. *Section 35 (8) of the Land Act, which provides that "a change of ownership of title effected by the owner by sale, grant and succession or otherwise shall not in any way affect the existing lawful interests or bona fide occupant and the new owner shall be obliged to respect the existing interest."*
- e) During the creation of the new lease between Buganda Land Board and Boost Investments Ltd, neither party to the lease bothered to survey or carry out due diligence to ascertain whether plot 1049 was occupied or whether it had third party interests.
- f) The process of evicting Nabageleka Primary School from plot 1049 was marred with procedural irregularities that make the whole process a nullity and the eviction illegal. Boost Investments Ltd dealt with KCCA in the entire process of evicting Nabagereka Primary School instead of dealing with the School Management Committee, the Ministry of Education and Sports as well as the Attorney General's Office. Whereas KCCA has supervisory role over all primary schools in Kampala, the dispute over ownership of land on which Nabagereka Primary School is established would be best addressed by the



Attorney General, the School Management Committee and the Ministry of Education, all of whom were ignored or not consulted during this process.

- g) The Executive Director, KCCA Mrs. Jenifer Musisi exceeded her powers when she made undertakings to Boost Investments Ltd to relocate Nabagereka Primary School from plot 1049 to Kansanga-Nabutiti. The Committee discovered that Executive Director, KCCA entered into an undertaking on the 13th May 2014 to relocate Nabageleka Primary School from its current location. **(Attached as Annexure 8).** In the same letter, the Executive Director requested that the deadline for relocation of Nabageleka Primary School be extended to 31st Of December 2014. The effect of the undertaking meant that Boost Investments Ltd could gain automatic entry onto the disputed land after the 31st December 2014 without a court order.
- h) The Executive Director, KCCA didn't consult the Attorney General, the School Management Committee of Nabagereka Primary School as well as the Ministry of Education and Sports before making an undertaking to relocate the school. Besides, the committee wonders whether she had satisfied herself with the fact that the school's interests had been addressed in accordance with Section 29(2)(a) of the Land Act.
- i) As a Government institution with supervisory mandate over public primary schools in Kampala, the Executive Director, KCCA and her management team are not only duty-bound to ensure the efficient running of these schools but are also enjoined to protect proprietary interests and assets. Conversely, the Executive Director KCCA and the Director, Physical Planning colluded with the private developer to extinguish the interests of Nabagereka Primary School in the disputed land as evidenced by the letter issued on the 8th of May 2014 granting permission to M/S Boost Investments Ltd to erect a chain link around the school and the undertaking by the Executive Director allowing Boost Investments Ltd to have physical possession on the land, which later enabled it to demolish the school.
- j) The eviction/demolition of Nabagereka Primary School *without a court order* contravened Section 32A of the Land Act. As a bonafide occupant, the school could only be evicted from plot 1049 in accordance with this legal provision. Section 32A reads as follows-

"32A. Lawful or bona fide occupants to be evicted only for non-payment of ground rent.

(1) A lawful or bona fide occupant shall not be evicted from registered land except upon an order of eviction issued by a court and only for non-payment of the annual nominal ground rent.

(2) A court shall, before making an order of eviction under this

section, take into consideration the matters specified in section 32(1).

(3) When making an order for eviction, the court shall state in the order, the date, being not less than six months after the date of the order, by which the person to be evicted shall vacate the land and may grant any other order as to expenses, damages, compensation or any other matter as the court thinks fit.

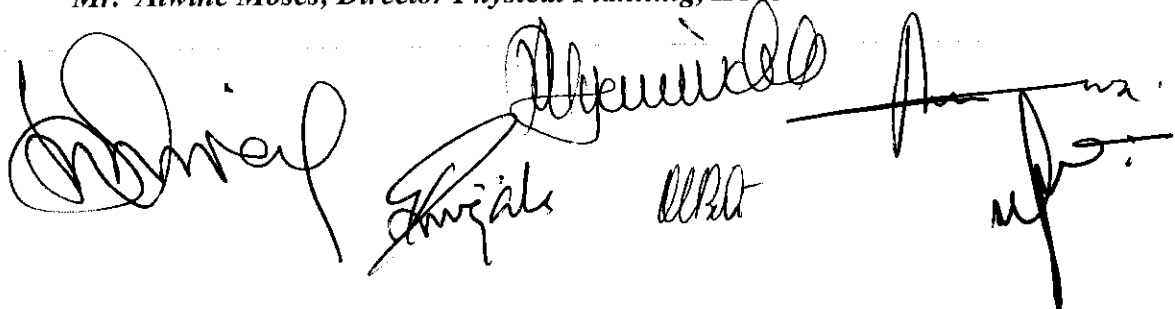
(4) For purposes of this section, the word "court" shall mean a court presided over by a Magistrate Grade 1 or a Chief Magistrate as the case may be, and reference to the Land Tribunal in this Act and amendments thereto shall be interpreted accordingly

- k) Boost Investments didn't pay compensation to Government of Uganda for the value of the demolished properties as well as its interest in plot 1049. Nabageleka Primary School (Government of Uganda), being a bonafide occupant should have been compensated prior to its eviction from plot 1049. Article 26 of the Constitution of Uganda guarantees a person's right to property and further prohibits the deprivation of a person of his or her property without adequate compensation being made.
- l) Whereas the Minister of Education, Science, Technology and Sports, and the Executive Director, KCCA were asked by the Committee to furnish it with a detailed account of the level of investment Government had made in Nabageleka Primary School since inception and its net value at the time of demolition, this information was never availed.

Recommendations

The Committee recommends as follow-

- 1. The Attorney General should explore the option of securing compensation for demolition of Nabageleka Primary School or repossession of Government interests in land comprised in Block 12, Plot 1049 formerly belonging to Nabageleka Primary School***
- 2. The investigative arms of Government should investigate the actions/omissions of the following officials for their role in transferring the interests of Government in the land and the subsequent demolition of Nabageleka Primary School, leading to the loss of the interest in the land and assets. They are-***
 - i. Hon. Joash Mayanja Nkangi, former chairperson ULC;***
 - ii. Mr. K.S. B. Mubbala, former Secretary ULC;***
 - iii. Ms. Jennifer Musisi, Executive Director KCCA and***
 - iv. Mr. Atwine Moses, Director Physical Planning, KCCA.***

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3. *The investigative arms of Government should investigate the private individuals, entities and Companies for their role in the demolition of Nabageleka Primary School. These are-*

- i. *Buganda Land Board*
- ii. *Boost Investments Ltd*

2. KOLOLO SENIOR SECONDARY SCHOOL

Findings

1. Kololo Senior Secondary school is a Government Aided Secondary School that was established in 1954. The school is run under the Universal Secondary Education (USE) program with a student population of 3, 229.
2. **By 2006**, the school still had land measuring approximately 22.8 acres. The land belonging to the school is comprised of plots 41-59 and 60-68 along Lugogo Bypass. The school playground is located on plots 8-12 Saddler Way Road which plots were previously part of plots 41-59 and 60-68 along Lugogo.
3. On **March 2013**, Kampala Parents School 2004 (Premier Academy Ltd), through Dr. Sudhir Ruparelia, made a lease application to Uganda Land Commission for Plot 8-12 Sadler Way, Naguru. In the same application, Dr. Sudhir Ruparelia alleged that Premier Academy Ltd were the sitting tenants on the subject land since they had been in occupation for 7 years. **(Attached as Annexure 9)**
4. **On the 2nd September 2013**, Hon. Charles Bakkabulindi, Minister of State for Sports issued a letter of **No Objection** for the give-away of Kololo SS land to Dr. Sudhir. He neither consulted the substantive Minister of Education nor the Permanent Secretary over the same matter. **(Attached as Annexure 10)** The substantive Minister of Education was neither given a copy of this letter of No Objection nor consulted.
5. In her submission before the Committee, Hon. Jessica Alupo, Minister of Education, Science, Technology and Sports disowned the letter of No Objection issued by Hon. Bakkabulindi and noted that the letter did not represent the position of the Ministry and Government as well.
6. Dr. Sudhir, Director, Kampala Parents School informed the Committee that he deliberately did not consult and secure the consent of the Management of Kololo S.S at the time he applied for the lease because he considered them (school) **"hostile partners"** allegedly because the School Management Committee had earlier entered into a contract with another company called DMARK who, according to Mr. Sudhir, was going to make Kampala Parents School and other schools homeless as far as the use of the land for recreation activity was concerned.

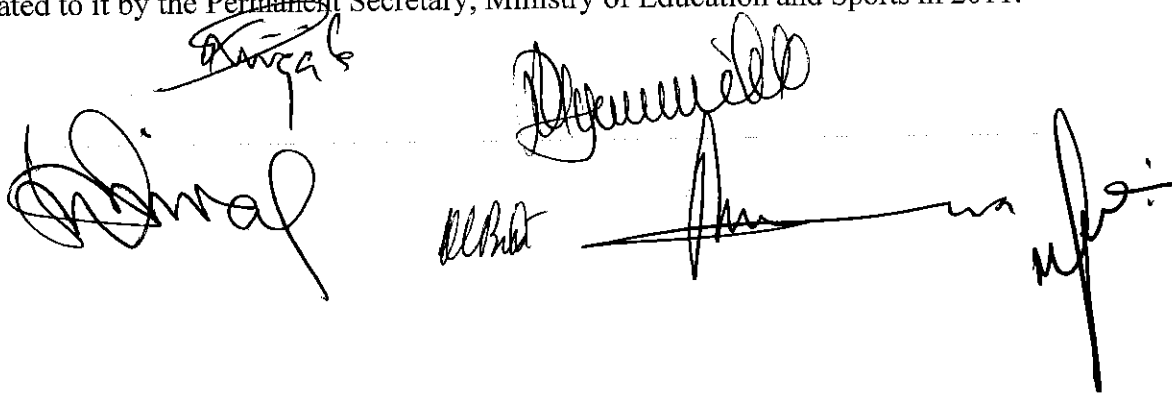
7. **On 6th September 2013**, Uganda Land Commission under minute ULC 13/2013(a)(267), granted a lease to Kampala Parents School 2004 (Premier Academy Ltd) for an initial period of 5 years, extendable to 99 years.
8. Neither Uganda Land Commission nor Kampala Parents School consulted and or acquired the consent of the Management and Board of Governors of Kololo Secondary School before granting/getting a lease for the land in issue.
9. According to the application letter and the lease agreement, Dr. Sudhir Ruparelia Kampala Parents School was to develop of an ultra modern recreational center and sports complex for the benefit of Kampala Parents School, Kololo Secondary School and other neighboring educational institutions.
10. During his appearance before the Committee, Dr. Nkata, Chairperson, Kololo S.S School Management Committee (SMC) noted that Kampala Parents School and other schools in the surrounding area had been using this sports and games field and that Kololo SS had exclusively developed and maintained the sports facilities on the said land. He also informed the Committee that Kololo SS made a number of developments on the land which include; establishment of two basketball courts, changing rooms, water-borne toilets and fencing.
11. The land on which Kololo Senior Secondary School was established was registered in the names of Uganda Land Commission (ULC) on the 12th Day of September 1962 and comprised in plots 41-59 and plots 60 - 68 Lugogo By-Pass Kampala; and the Ministry of Education and Sports had registered an encumbrance on the certificate of title of this land.
12. Since 1954 up to 2013, Kololo SS had been the Principal user government institution of the land now compromised (plots 8-12), despite the custodianship of the same being entrusted with Uganda Land Commission.
13. **On 4th December 2013**, the Permanent Secretary Ministry of Education and Sports objected to the lease granted to Kampala Parents School 2004 (Premier Academy Ltd), on grounds that it was obtained in a deceitful way. (**Attached as Annexure 11**)
14. On the **17th June 2015**, (after Dr. Sudhir Ruparelia appeared before the Committee and the Board of Governors, Kololo S.S), Kampala Parents entered into a Memorandum of Understanding with Kololo S.S. pursuant to which the school will have access to the facilities that will be put on the land in issue free of charge. (**Lay it on Table**) According to the MOU there will be management team to manage the facilities jointly and in the event that Kololo S.S solicits and finds business, it will receive 10% of the revenue accruing from the business. Further that Premier Academy Ltd would meet all the cost for this sports complex.
15. Prior to the give-away of Kololo SS land, in a letter dated 1st June 2011, the Permanent Secretary, Ministry of Education and Sports wrote to the Chairperson Uganda Land

Commission on the 1st June 2011 (**Attached as annexure 12**) informing him of the procedure agreed upon by Cabinet to be followed in disposal of land belonging to education institutions. The procedure as outlined in the communication was as follows-

- (a) The disposal of Education institutions land was to be considered after obtaining a no objection from the institution's administration, after satisfying themselves that the future plans of the institution will not be jeopardized by the allocation of the land to the investor
- (b) The Education institution must benefit from the disposal of the land,
- (c) The City authorities in the area where the institution is located must be consulted and its authorization obtained,
- (d) Uganda Land Commission would then consult the Ministry of Education and Sports after obtaining the consent from the institution and the local authority in the area where the school is located.

Observations

- a) The deliberate refusal by Hon. Charles Bakkabulindi, Minister of State for Sports to consult the substantive Minister of Education and Sports, and the Permanent Secretary leaves his motive highly suspicious. He usurped the powers of the Minister and unilaterally took a decision that led to the deprivation of Government and the citizenry of a public good.
- b) No guarantees were put in place to ensure that Kololo SS and other educational institutions would continue to enjoy their rights and interests in this land in perpetuity even in the event that Kampala Parents School chooses to sell its interests in the same land. Suffice to note that an easement should have been entered in the encumbrance section of the certificate of title to allow continued enjoyment of the stakeholders' rights.
- c) Kololo Secondary School had been sitting on this land since 1954, which is 41 years, making it a bonafide occupant within the meaning of section 29 of the land Act.
- d) The Committee finds the allegation that Kampala Parents School were sitting tenants on the subject land false and untenable since the plot in question was a sports field for Kololo SS which the latter had used its establishment. Other than occasionally using the sports field with the consent of Kololo SS, Kampala Parents School had never been in physical occupation of the land in question. Therefore, Kampala Parents School, 2004 (Premier Academy Ltd) was not a bonafide occupant as alleged but rather a licensee, whose use was with the consent of Kololo S.S.
- e) Despite the procedure to be followed in the disposal of education institutions which was communicated to the Uganda Land Commission in 2011, the Commission went ahead and granted a lease to Kampala Parents School in total disregard of a Cabinet decision that was communicated to it by the Permanent Secretary, Ministry of Education and Sports in 2011.

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- f) Whereas the Ministry of Education and Sports had registered a caveat over plots 41-59 and plots 60-68 Lugogo By-Pass Kampala, including plot 8-12 Sadler Way, Naguru, Uganda Land Commission removed the caveat without consulting the Ministry and Kololo Secondary school administration. A caveat can only be removed in accordance with section 140 of the Registration of Titles Act, Cap 230. Section 140 requires that a caveat can only be removed in two circumstances, one is when the caveat is removed by an order of Court and the other when it lapses and the proprietor has applied to remove it. The caveat on plots 41-59 and plots 60-68 Lugogo By-Pass Kampala, including plot 8-12 Sadler Way was removed without following the procedure for removal of a caveat enunciated under the registration of titles Act.
- g) Whereas the Kampala Parents executed a MOU with Kololo SS on 17th June 2015, it is the Committee's considered opinion that the long term interests of the School and Government were short changed. There was no feasibility study or cost-benefit analysis done by Government upon which a decision would have been taken to determine the shareholding of both parties in this development venture. Suffice to note that an evaluation should have been done by the relevant Government entities in conjunction with the Government Valuer to ascertain the market value of the land in question which would have been turned into equity.

Recommendation

The Committee recommends as follows-

- 1. Hon. Charles Bakkabulindi, Minister of State for Sports should be held responsible for issuing a letter of no objection to Kampala Parents School, 2004 (Premier Academy Ltd) pursuant to which they obtained a lease from Uganda Land Commission.***
- 2. That the then chairperson, Uganda Land Commission Hon. Joash Mayanja Nkangi should be held responsible for issuing a lease Kampala Parents School, 2004 (Premier Academy Ltd) without following the right procedure.***
- 3. That the then chairperson, Uganda Land Commission, Hon. Josh Mayanja Nkangi should be held responsible for removing the caveat put on plots 41-59 and plots 60-68 Lugogo By-Pass Kampala without consulting the Ministry of Education and Sports or Kololo S.S.***
- 4. That the Chief Government Valuer and the Attorney General take interest in reviewing the Memorandum of Understanding executed between Kololo S.S. and Kampala Parents School with the view to safeguard the school's interest in the development of the land and registration of an easement thereon.***

3. NAKASERO PRIMARY SCHOOL

Findings

1. Nakasero Primary School had land comprised of plots 34 and 37 Kyadondo Road, which they have been occupying since 1950s.
2. Plots 34 and 37 Kyadondo Road, land on which Nakasero Primary School was established was registered in the name of Uganda Land Commission.
3. Nakasero Primary School used the above land as a sports field for the students.
4. Plots 34 and 37 Kyadondo Road were subdivided by Uganda Land Commission into plots 34A1 Kyadondo Road and 5C Mackinon Road.
5. **On 9th August 2010**, Prestigious Apartments Ltd, a company that deals in property and real estate establishment and management notified the Division Education Officer, Central Division, Kampala City Council, of their intention to apply to Uganda Land Commission for land adjacent to Nakasero Primary School playground, and sought a "No Objection". This letter was copied to the Head Teacher, Nakasero Primary School, although he denied ever receiving it. (**Attached as annexure 14**)
6. **On 13th August 2010**, Night Alice, on behalf of the Division Education Officer responded notifying Prestigious Apartments Ltd that the Division Department of Education had "no objection" to their intention to acquire the identified piece of land (**Attached as annexure 15**).
7. On the strength of the letter from the division Education Officer, Prestigious Apartments Ltd applied for a lease from Uganda Land Commission for plots 34A1 Kyadondo Road and 5C Mackinon Road.
8. **On the 16th August 2010**, the Secretary of the Uganda Land Commission Mr. K.S.B. Mubbala wrote to the then Permanent Secretary, Ministry of Education and Sports, Mr. F.X. Lubanga, requesting him to give his opinion as to whether the commission could allocate the land to Prestigious Apartments Ltd (**Attached as annexure 16**).
9. **On 19th August 2010**, Mr. John Agaba, the then Commissioner Secondary Education, writing on behalf of the Permanent Secretary Ministry of Education and Sports, informed the Secretary, Uganda Land Commission that the Ministry of Education and Sports had no objection to the allocation of land to Prestigious Apartment. In the same letter, he advised that all the other relevant stakeholders need to be fully consulted to ensure that there is no objection to the intended developments and proposed private public arrangements.
10. **On 1st September 2010**, Uganda Land Commission granted a lease to Prestigious Apartments over plots 34A1 Kyadondo and 5C Mackinon Road, Kampala measuring 0.657 hectares. (**Attached as Annexure 17**) The lease was registered in the names of Prestigious Apartments on the 29th October, 2010.
11. **On 18th November 2010**, the education committee of the division considered the request and proposal by prestigious apartments to enter into a public private partnership with Nakasero Primary School and gave a no objection. (**Attached as Annexure 18**)

12. During an ordinary Council Meeting held on the 11th February 2011 under KCDC EDUC minute 6/2/2010/211, the central Division Council approved the No objection to the leasing of the land to prestigious apartments (**Attached as Annexures 19**)
13. The above decision was communicated to Prestigious Apartments on the 22nd February 2011 by the Night Alice, the Division Education officer. (**Attached as Annexure 20**)
14. Prestigious Apartments Ltd were issued with an approval of building plans No. 086 of 03-02-2011 and works on these plots was authorized.
15. On 19th April 2011, Prestigious Apartments Ltd wrote to the Head Teacher of Nakasero Primary School informing him that it had applied and awarded a lease over plot 34A1 Kyadondo and 5C Mackinon Road, Nakasero. The letter, Prestigious Apartments proposed to remove the asbestos roofing from all the blocks and replace them with the iron sheets. (**Attached as Annexure 19**)
16. On 10th May 2011, the school management committee of Nakasero primary school was convened to consider the proposal to remove the asbestos roof and replace it with iron sheets.
17. On 11th May 2011, the chairperson, School Management Committee requested from the Permanent Secretary, Ministry of Education and Sports for clarity regarding the procedure and criteria followed to lease Nakasero Primary School land to Prestigious Apartments Ltd.
18. On 20th May 2011, some Members of the school Management committee, namely, Misanvu B. Geraldine, Mrs. Kizito Mariam, Dr. Naiga Regina, Gidudu Vicent, Sebbi Maimuna and Amooti Nyakana wrote to the Permanent Secretary, Ministry of Education and Sports in which they informed him that-
 - (i) The school management committee was agreeable to the proposal by Prestigious Apartments to remove the asbestos roof on the school buildings and replace it with the iron sheets,
 - (ii) That the spirit of the letter dated 11th May 2011 didn't in any way reflect the spirit of the meeting and went beyond what the management committee had instructed the sub-committee to do.
 - (iii) It is not true that the school will be deprived of a play field as represented by the chairperson of the school management committee since the land allocated to prestigious apartments was nowhere near the school play field.
 - (iv) The proposal by prestigious apartment was in line with the development plan of the school management committee.
 - (v) The school management committee agreed with the proposal by Prestigious Apartments and only requested that he clarified on the authenticity of the "No Objection" issued by John Agaba on behalf of the Ministry of Education and Sports. (**Attached as Annexure 22**)
19. On 4th April 2011, Prestigious Apartments mortgaged the land to Crane Bank Ltd.
20. On the 31st May 2011, Permanent Secretary, Ministry of Education and Sports wrote to the chairperson, School Management Committee, Nakasero Primary School responding to

latter's letter dated 11th May 2011 in which he requested that Uganda Land Commission should cancel the lease granted to Prestigious Apartments since the school management committee was not consulted. (letter attached as annexure)

21. On 1st June 2011, the Permanent Secretary, Ministry of Education and Sports wrote to the Chairperson, Uganda Land Commission outlining the procedure he should comply with in disposing of school land. **(Attached as Annexure 23)**
22. On 14th June 2011, the Permanent Secretary Ministry of Education and Sports wrote a letter addressed to the chairperson School Management Committee, informing him as follows-
 - i) That he had received two communications one, from a cross section of the school management committee members and another from area residents,
 - ii) That the communications from the chairperson, school management committee seems to feign ignorance of developments
 - iii) That members of the school management committee were consulted and were in agreement with the proposed development of the school,
 - iv) That he should endeavor to harmonize the position of the school management committee in order to come up with an agreeable position that will benefit both the school and the community around the school, and
 - v) He stands with the earlier position as communicated by Mr. John Agaba, since there was some form of consultations on the part of the developers.
23. On 29th August 2011, Kampala Capital City Authority invited the school management to a meeting to deliberate on the way forward and harmonize positions on how to benefit from proposal by Prestigious Apartments.
24. On the 13th September 2011, a meeting was convened by KCCA represented by Mr. Charlse Ouma, Mr Caleb Mugisha and Mr. Kwanza Robert and the school management committee. The school management committee of Nakasero Primary School resolved to meet the developer and discuss the value it would give to the school and to resort to litigation if there was disagreement between it and the developer.
25. On 22nd September, 2011, the head teacher, Nakasero Primary School sought clarification from the secretary, Uganda Land Commission to establish the authenticity of the lease.
26. On 25th October 2011, the Uganda Land Commission clarified that the lease was only granted after it received a letter of no objection from Mr. John Agaba, acting on behalf of the permanent Secretary, Ministry of Education and Sports.
27. On 2nd December 2011, the Permanent Secretary, Ministry of Education and Sports wrote to the Chairperson, Uganda Land Commission as follows-
 - i) That the developers never received a letter of no objection from his office,
 - ii) That he stood with his letter dated 31st May 2011,
 - iii) That the receipt of a letter of no objection from the Ministry of Education and Sports doesn't relieve Uganda Land Commission from carrying out due diligence. **(Attached as Annexure 24)**

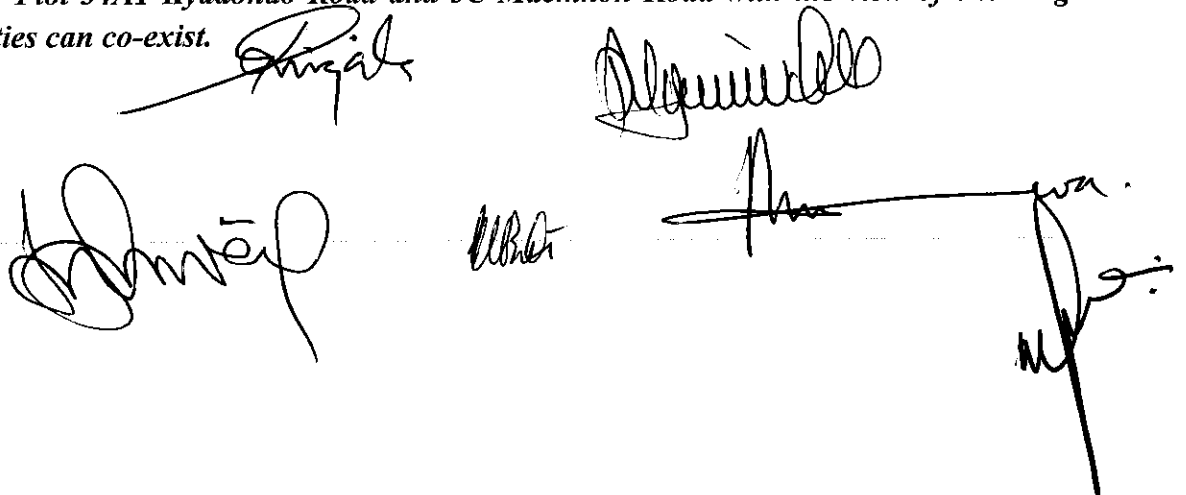
28. On 7th February 2013, Prestigious Apartments wrote to the Permanent Secretary, Ministry of Education and sports clarifying that it had obtained the lease over plot 34A1 and 5C lawfully. It requested that he helps break the impasse and give a go ahead to the school to proceed with negotiation to enable them commence development. (**Attached as Annexure 25**)
29. On 26th February 2013, the KCCA Executive Director wrote a letter to Uganda Land commission and copied the IGG requesting them to inquire into whether KCC had been consulted prior to granting a lease to Prestigious Apartments Ltd.
30. On 11th March 2013, the IGG wrote to KCCA Executive Director informing her that preliminary investigations indicate that KCC had been consulted prior to the grant of a lease to Prestigious Apartments.
31. On 3 October 2014, the school management committee of Nakasero Primary School wrote to the Commissioner, Land Registration requesting that the lease granted to Prestigious Apartments be terminated.

Observations

1. Uganda Land Commission sub-divided plot 34 and 37 Kyadondo Road to create plot 34A1 and 5C without the consultation of the Nakasero Primary School.
2. Prestigious Apartments consulted the school the Ministry of education and Sports as well as Kampala City Council prior to applying for a lease on plot 34A1 and 5C.
3. There was confusion as to whether the Ministry of Education and Sports granted a letter of no objection. The committee observed that the permanent secretary, Ministry of Education and Sports wrote two conflicting letters. In the first place, on the 31st May 2011 he denied the letter of no objection issued by the then Commissioner, Secondary Education and then on the 14th June 2011, he stood with the letter of no objection issued by Mr. John Agaba. This confusion made decision making on the part of the school management committee difficult.
4. There was in-decisiveness on the part of the school management committee on how to benefit from the proposal by Prestigious Apartment.
5. The physical inspection of the land allocated to Prestigious Apartments revealed that the playground is sandwiched by the two plots which would make the utilization of the facility by school and other users impossible if the investor proceeded to develop the two plots.

Recommendation

The committee recommends that Uganda land commission reviews the subdivision and allocations of Plot 34A1 Kyadondo Road and 5C Mackinon Road with the view of ensuring that both parties can co-exist.



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4. BUGANDA ROAD PRIMARY SCHOOL

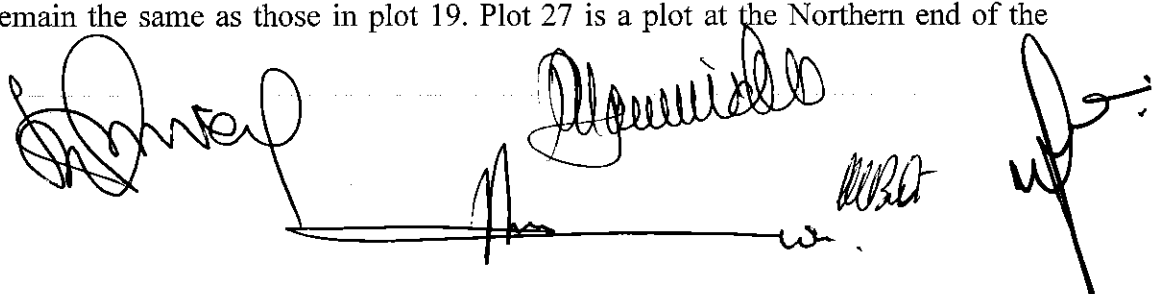
Findings

1. Buganda Road Primary School originally occupied plot 61 Buganda Road and plots 17 to 27 Bombo road right from inception in the early 1950s, though, in accordance with the land ordinance Act, 1965, title to these plots was registered in the names of Uganda Land Commission.
2. Buganda Road Primary School had established a school on plot 61 Buganda Road and used plot 17 to 27 for recreational purposes. The total land area occupied by Buganda Road Primary School is 1.524 hectares.
3. In 2004, Dr. B. M. Kibirige, proprietor of Jima Properties Ltd was informed by the then Kampala City Council that he was one of the people earmarked to be allocated land to build thereon hotels in preparation of the 2007 Common wealth Heads of States Meeting (CHOGM) that was slated to be held in Uganda. **(Attached as Annexure 26)**
4. On 7th August 2004, Jima Properties formally applied for a lease from Kampala District Land Board and the same was approved under Minute KDLB3/4/2004 and a lease granted on 11th August 2004. **(Attached as Annexure 27)**
5. On 21st September 2004, the Secretary, Kampala District Land Board wrote to Jima Properties informing it that a lease offer was subject to the following conditions-
 - (i) Payment by Jima of premium of One Hundred Million (UGX 100 Million),
 - (ii) Ground rent of ten ,Million (UGX 10,000,000)
 - (iii) Initial lease of five (5) years extendable to 99 years,
 - (iv) Re-organization of the play field to plot 21-27
 - (v) Construction of a small pavilion for the school, (letter attached as annexure)
6. The lease granted to Jima Properties was in respect of plot 19 Bombo Road. Plot 19 was part of the land occupied by Buganda Road Primary School and was between the school hostels and covered part of the playing field.
7. Uganda Land Commission later on objected to the allocation of plot 19 to Jima Properties Ltd on condition that plot 19 was vested in Uganda Land Commission and not Kampala District Land Board.
8. On 11th July 2006, Jima Properties wrote to the Secretary, Uganda Land Commission acknowledging that plot 19 was allocated to Jima Properties under a mistaken but reasonable belief that it belonged to Kampala Land Board. Jima Properties Ltd formally applied for a lease over plot 19 from Uganda Land Commission.
9. On 19th July 2006, the secretary Uganda land Commission wrote to Jima Properties informing them that the commission, at its sitting on 17th July 2006 had considered Jima

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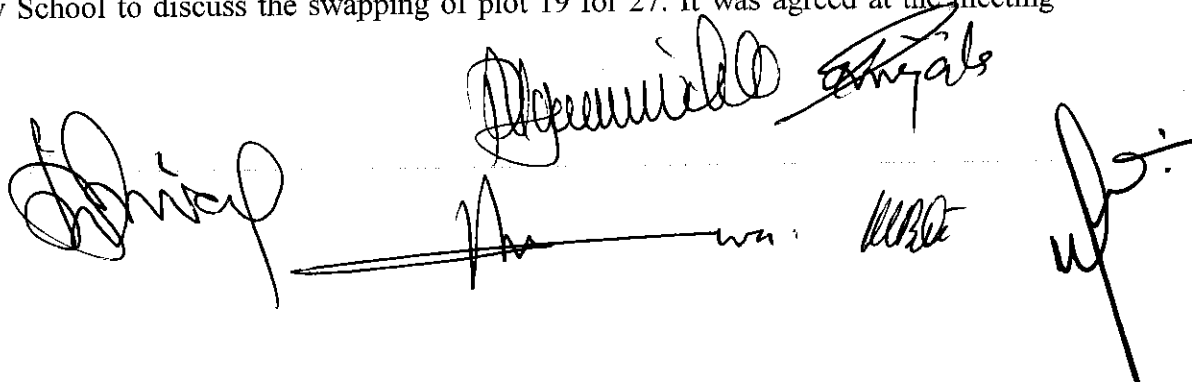
Properties'' request for a lease over plot 19 and had granted the same on the following conditions-

- (i) Terms to be determined by the chief Government Valuer,
 - (ii) Jima properties to grade and level the northern part of the playing field and move the goal posts to plo21 to 27 Bombo Road,
 - (iii) To improve and upgrade the fencing of the playing field with reasonable simple material
10. On 11th October 2010, Jima Properties Ltd wrote to Buganda Road Primary School informing it that it will open up boundaries of plot 19 on the 16th October and the 18th October 2010.
 11. On the 15th October 2010, the Inspector General of Government (IGG) wrote to the District Police Commander Wandegaya Police Station halting the intended boundaries opening in to enable it carryout investigation as to how school land had been allocated to a private developer. **(Attached as Annexure 28)**
 12. On the 15th October 2010, Jima Properties Ltd wrote to the Chairperson, School Management Committee requesting for a meeting with the entire school management committee.
 13. The chairperson, school management committee wrote to Jima Properties Ltd informing it that its request to meet the school management committee had been considered and granted and a meeting was scheduled for the 28th October 2010 at 6.30pm at the school premises.
 14. On 2nd November 2010, the Permanent Secretary, Ministry of Lands, Housing and Urban Development wrote to the Inspector General of Government in relation to plot 19 Bombo Road as follows-
 - (i) That the school management committee had no credible and sustainable claims on plot 19,
 - (ii) Plot 19 doesn't belong to Buganda Road Primary School,
 - (iii) That although Buganda Road Primary School had established a football field on plot 19, they were encroachers on this land,
 - (iv) That the only solution to the above impasse is for Jima Properties to swap plot 19 for plot 27.
 15. On 8th December 2010, Jima Properties wrote to the school management committee, in fulfillment of a request at a meeting on the 28th October 2010, the total cost of upgrading the play ground and renovating the school hostels. The total cost for the works was four Hundred Million (UGX 400,000,000).
 16. On 15th December 2010, the Secretary, Uganda Land Commission wrote to the Permanent Secretary, Ministry of education and sports informing him that Uganda Land Commission had sat and resolved that Jima Properties should swap plot 19 Bombo Road for plot 27 same road, in order to free the playing field on plot 19. The terms of the lease would remain the same as those in plot 19. Plot 27 is a plot at the Northern end of the

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school playing field and was occupied formed part and parcel of land originally occupied by Buganda Road Primary School.

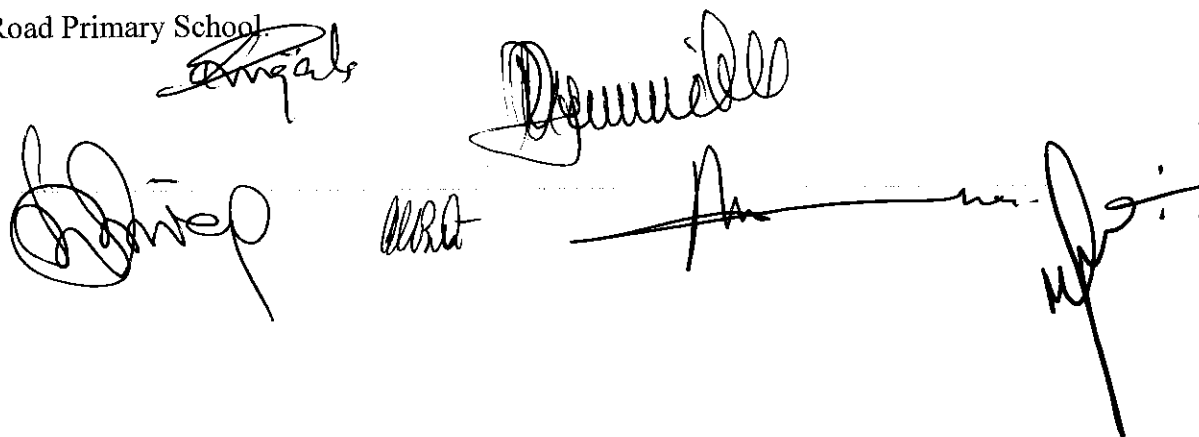
17. On 16th December 2010, the Secretary, Uganda Land Commission wrote to the Commissioner, Surveys and Mapping requesting that he allow a private firm to survey plot 27 in order to prepare a title for Jima Properties Ltd.
18. On 24th December 2010, Jima Properties Ltd wrote to school management committee of Buganda Road primary School informing it that it was ready to start renovating the school field and the Hostel as per the attached costs.
19. On 31st December 2010, the Permanent Secretary, Ministry of education and Sports wrote to the secretary, Uganda Land Commission informing him that he concurs with the decision of the Commission to swap plot 19 for 27 and he had no objection to the arrangement.
20. On 1st January 2011, Jima Properties was issued with a lease over plot 27 for an initial period of 5 years.
21. On 3rd January 2011, the secretary, Uganda Land Commission wrote to the LC II chairperson, Mr. Kwesiga B. Hamis Nakasero informing him that the commission had approved the swap of plot 19 for 27 and that Jima Properties would develop plot 27 instead of plot 19.
22. On 3rd January 2011, Jima Properties wrote to the school management committee of Buganda Road Primary School requesting for a meeting to discuss the swapping of plot 19 for 27.
23. On 7th January 2011, the Permanent secretary, Ministry of Education and sports wrote to the Secretary, Uganda Land Commission and advised as follows-
 - (i) That Uganda Land Commission should survey the entire land on which Buganda Road Primary School is located, That is Plot 17-27,
 - (ii) That the sports field be registered in the names of Buganda Road Primary School,
 - (iii) Jima Properties be allocated 0.13 hectares,
 - (iv) That the balance of the land to be given to Five Star Investments Ltd,
 - (v) That the school management committee and Five Star Investments to execute an MOU as a condition for them to be granted proprietary rights over the land they are to be allocated by Uganda Land Commission.
24. On 7th January 2011, the school management committee of Buganda Road Primary School wrote to Jima Properties informing it that it will not be possible to meet them on the dates requested but proposed the 14th January 2011 as the date they will meet to discuss the swapping of plot 19 for 27.
25. On 14th January 2011, a meeting was held between Jima Properties and Buganda Road Primary School to discuss the swapping of plot 19 for 27. It was agreed at the meeting that-

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- (i) Instead of Jima working on the football field and the hostel, the school's priorities were to renovate the school, including painting it, removing asbestos sheets and replacing the broken glass and have it fenced.
 - (ii) Jima properties agreed to swap the money allocated for working on the football field and the hostel to renovate the school, including paint it, removing asbestos sheets and replacing the broken glass and fencing it.
26. On 18th January 2011, the chairperson, School Management Committee wrote to Jima Properties informing it of the new priorities of the school pursuant to the meeting held on the 14th January 2011.
 27. On 22nd January 2011, Jima Properties submitted a bill of costs to the School Management Committee of Buganda Road Primary School for the renovation and fencing of the school.
 28. On 23rd March 2011, Jima Properties and the School Management Committee met and agreed on the public private arrangement, following of which a Memorandum of understanding was drafted and submitted to KCCA for clearance which had not been done up to the time of making this report.
 29. Jima Properties started on the agreed works but only suspended it after KCCA had delayed to approve the Memorandum of understanding between Jima Properties and Buganda Road Primary School.
 30. On 12th September 2013, Jima Properties Ltd applied for approval of building plans for the construction of office blocks and parking Area on plot 27 but had not been granted approval by the time of writing this report. On 6th May 2014, Jima Properties Ltd mortgaged plot 27 with DFCU bank as security for a loan of four Billion (UGX 4,000,000,000)

Observations

1. The Buganda Road Primary School was a bonafide occupant of land comprised of plot 61 and 17 to 27 within the meaning of Section 29(a) of the Land Act Buganda Road Primary had occupied and utilized plots 61 and 17 to 27 since 1954, establishing school buildings, specifically on plot 61 and using the rest for recreation activities. By 1995, the school had been in occupation and utilization of plots 61, 17 to 27 for 41 years, unchallenged. It should be noted that a bonafide occupant is a person who before the coming into force of the Constitution had occupied and utilized or developed any land unchallenged by the registered owner or agent of the registered owner for 12 years or more. The committee noted that plots 61, 17 to 27 were not available for leasing owing to the fact that they were occupied and utilized by Buganda Road Primary School as a bonafide occupant. This meant that if ever Uganda Land Commission was to lease this land, the first option would have to be given to Buganda Road Primary School.



2. The school management Committee of Buganda Road Primary school and the Ministry of Education and Sports were not consulted during the process leading to the allocation of plot 19, 27 as well as the swap of plot 19 for 27. These were only consulted after the leases had been awarded.
3. Although the School Management Committee of Buganda Road Primary is in agreement with Jima Properties following the swap on how to benefit from the transaction, KCCA has since 2011 neither approved nor rejected the MOU, which has deprived the school of any benefits. This unexplained and inordinate delay on the part of KCCA to approve the building plans has prevented Jima Properties Ltd from implementing the intended projects on Plot 27.
4. Some government officials exceeded their mandate in the above transaction. For instance, the Permanent secretary Ministry, Lands, Housing and urban Development, Mr. Gabindadde Musoke turned himself into the chief adviser on this transaction and went ahead to propose a swap of plot 19 for plot 27 without consulting the Ministry of education, the school management committee of Buganda Road Primary School and the Attorney General, who is the chief legal advisor of Government as provided for under Article 119 of the Constitution. The committee was not provided any evidence to show that the Permanent Secretary, Ministry of Education, Mr. Francis X. K. Lubanga had consulted the Ministers of Education or the Attorney General prior to issuing a letter of no objection clearing the swap of plot 19 for plot 27.

Recommendations

The committee recommends as follows-

1. ***Uganda Land Commission should not make any further allocations of land belonging to Buganda Road Primary School.***
2. ***The Minister for Education and Sports, KCCA and the Attorney General takes interest in the Memorandum of understanding between Jima Properties Ltd and Buganda Road Primary School in order to protect the interests of the school.***

5. KITANTE PRIMARY SCHOOL

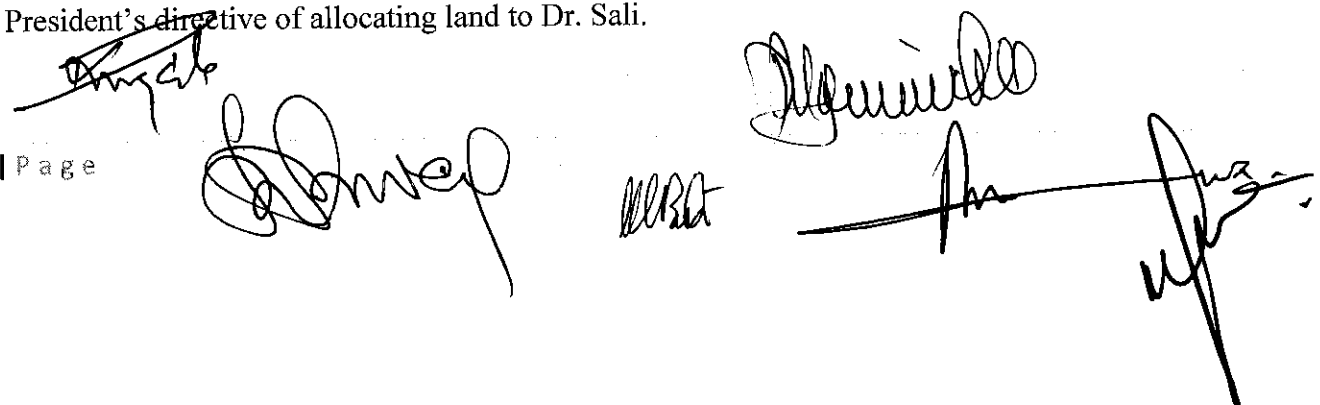
Findings

1. Sometime in 2005, Dr. Tamale Sali identified land near Kitante Primary School and approached H.E the President to help him acquire it. The land he intended to acquire measured 5 acres and had been occupied by Kitante Primary School since 1968.
2. On 27th October 2005, H.E the President wrote to the then Minister of lands, Water and Environment, Hon. Kahinda Otufire directing that the land Dr. Sali had identified be

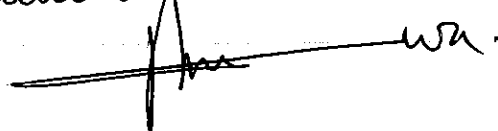
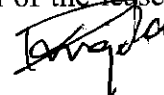
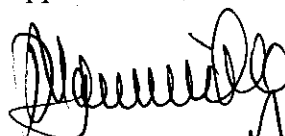
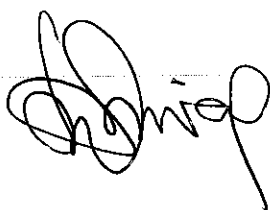
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allocated to him for the establishment of Fertility and Sickle cell hospital. (**Attached as Annexure 29**)

3. In November and December 2005, various meetings were held between Uganda Land Commission, Kampala City Council Management and the school management committee of Kitante Primary School regarding the allocation of land to Dr. Sali.
4. On 8th December 2005, Hon. Kahinda Otafire wrote to H.E the President informing the President that he intended to allocate the land between Golf Course Apartments and Kitante Primary School to Dr. Sali and Yash Computers.
5. On 27th December 2005, H.E the President wrote to Hon. Kahinda Otafire agreeing to the proposal to allocate land between Golf Course Apartments and Kitante Primary School to Dr. Sali and Yash Computers. (**Attached as Annexure 30**)
6. On 20th February 2006, Hon. Kahinda Otafire wrote to Uganda Land Commission expressing the President's directive to grant land to Yash Computers and Dr. Sali.
7. On 4th May 2006, Yas Uganda Ltd was issued with a lease by the Uganda Land Commission over land covering the Teacher's Resources Centre.
8. On 19th May 2006, Yas Uganda Ltd attempted to open up boundaries on Kitante Primary School but this was resisted by the school administration.
9. On 26th July 2006, the parents of Kitante Primary School passed a resolution against the allocation of school land.
10. On 10th August 2006, the Permanent Secretary, Ministry of Education and Sports acknowledged receipt of the resolutions and asked the Director of Education, KCC to handle.
11. On 16th January 2007, the then State Minister for Lands, Honorable Dr. Kasirivu Atwoki held a meeting with the School Management Committee in a bid to reach a consensus on the allocation of land to Dr. Sali.
12. On March 28th 2007 and 7th June 2007, the then State Minister for Lands, Honorable Dr. Kasirivu Atwoki held meetings with the School Management Committee in a bid to reach a consensus but on both occasions, there was disagreement as to whether to allocate of land to Dr. Sali.
13. On 7th June 2007, the then State Minister for Lands, Honorable Dr. Kasirivu Atwoki called for a stakeholder meeting which agreed that land be allocated to Dr. Sali on condition that the lease granted Yas Uganda Ltd be cancelled.
14. On June 8th 2007, the School Management Committee of Kitante Primary school petitioned the President on the giveaway of Kitante School Land to Dr. Sali.
15. On 14th June 2007, the Permanent Secretary, Ministry of Education and Sports wrote a letter to the Permanent secretary, Ministry of land, Housing and Urban Development objecting to the allocation of land belonging to Kitante Primary School.
16. On 14th June 2007, the then State Minister for Lands, Honorable Dr. Kasirivu Atwoki wrote to the Permanent Secretary, Ministry of education and sports informing him of H.E the President's directive of allocating land to Dr. Sali.

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17. On 26th June 2007, the Permanent Secretary, Ministry of education and Sports wrote a letter to the then State Minister for Lands, Honorable Dr. Kasirivu Atwoki withdrawing his objection to the allocation of land to Dr. Sali.
18. On 13th August 2007, the school management committee wrote to the commissioner, Ministry of lands requesting that a title be issued for the land occupied by Kitante Primary School.
19. On 5th September 2007, the then State Minister for Lands, Honorable Dr. Kasirivu Atwoki wrote to the head teacher, Kitante Primary School informing him that it was resolved that two (2) acres of Kitante land be allocated to Dr. Sali.
20. On the 28th January 2008, the then Minister of State for Finance, Planning and Economic Development, Hon. Prof. Ssemakula Kiwanuka wrote a letter to the Minister of Lands, Housing and Urban Development threatening to report to His Excellence the President unless a lease is granted to Dr. Sali within 30 Days. (**Attached as Annexure 31**)
21. On 29th January 2008, the secretary, Uganda Land Commission wrote to the Permanent Secretary, Ministry of land explaining the delay in allocating Kitante land to Dr. Sali.
22. On 26th June 2008, a lease offer was made to Dr. Sali for plot 4, Channel Close, Kitante for an initial period of 5 years, at an annual rent of ten million (UGX 10,000,000) and a premium of Four Hundred and Twenty Million.
23. Sometime in July, Dr. Sali informed the H.E the President that although Uganda Land Commission had granted him a lease, the premium charged was high and sought his intervention.
24. On 23rd October 2008, H.E the President wrote to the then Minister of Finance, Planning and Economic Development, Hon. Ezra Suruma directing that he liaises with Uganda Land Commission with a view of waiving the payment of the premium and other fees totaling to Four Hundred and Fifty six million, three hundred thousand (UGX 456,300,000) as government's contribution towards this project. (**Attached as Annexure 32**)
25. On 30th December 2008, the Secretary, Uganda Land Commission wrote to Dr. Sali informing him that the earlier lease offer had been cancelled and instead, he had been issued with a new lease offer with nil premium and annual rent of Five thousand shillings (UGX 5000).
26. Sometime in February 2012, Dr. Sali applied for an Extra 2 acre from the Minister of lands, Housing and Urban Development. (letter attached as annexure)
27. On 19th February 2012, the Minister of lands, Housing and urban development wrote a letter to the Chairperson, Uganda Land Commission requesting that Dr. Sali is availed 2 acres.
28. On 13th June 2012, Dr Sali applied for extension of the lease for plot 4, Channel Close Kampala. The letter states that this was necessary to enable him acquire a loan from the bank to construct the hospital.
29. On 15th February 2013, Uganda land Commission approved the extension of the lease for a period of 20 years.



Observations

1. The procedure adopted in the acquisition of the lease was irregular and unlawful. Dr. Sali didn't make an application for grant of a lease and instead, the lease was granted on the strength of H.E the President's Directive.
2. That the waivers granted to Dr. Sali occasioned financial loss on the part of Uganda Land Commission and Government in form the premium and other fees payable in the circumstance.
3. That Dr. Sali has not developed the land allocated to him, 8 years after the initial lease offer and instead, the land is used for making baked bricks and not the intended hospital.
4. The extension of the Dr. Sali's lease was irregular considering that he had not complied with the conditions of the first lease offer. It should be noted that Dr. Sali was obligated to have completed the construction and occupation of the facility by 26th June 2013.
5. That political pressure was exerted upon Uganda Land Commission, the School management committee and other government officials leading to the irregular allocation of Kitante land.
6. Presidential orders were abused in this instance by allocating land to entities that had not been proposed by the President.
7. That Dr. Sali registered the lease in his names rather than the I.V.F Fertility and Sickle cell Hospital. The committee observed that although the land had been granted to Dr. Sali for establishment of a medical facility, he registered it in his name.

Recommendations

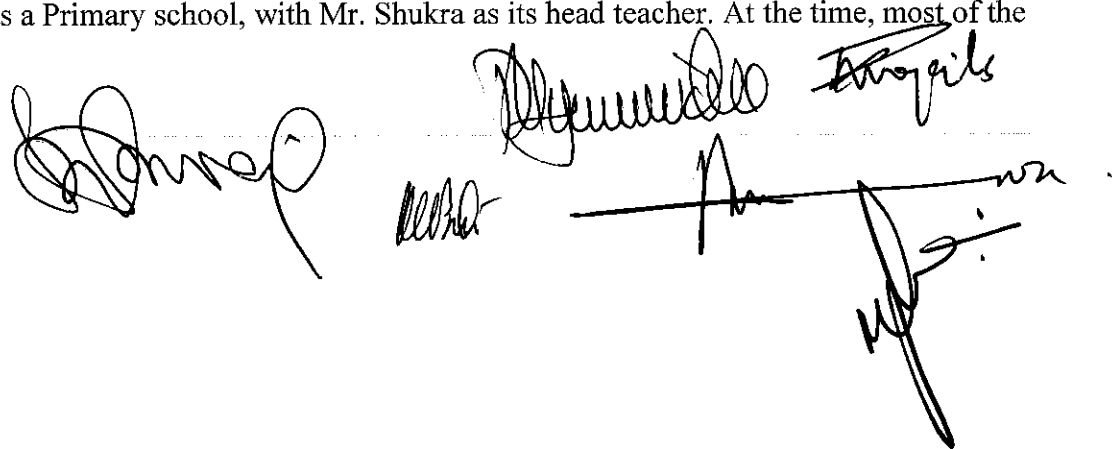
The committee recommends-

1. ***That the IGG investigates the manner in which Ms. Yash Computers Ltd and Yas Uganda were allocated land on Kitante Primary School***
2. ***That the land allocated to Dr. Sali should be registered in Company's name with government as a shareholder.***
3. ***That if Dr. Sali doesn't comply with the terms of the current lease, Uganda Land Commission should not extend it beyond the current.***
4. ***Uganda Land Commission should grant a lease to Kitante Primary School over all the land it occupies currently.***

6. EAST KOLOLO PRIMARY SCHOOL

Findings

1. East Kololo Primary School was originally built on land belonging to Baganda elders but by 1956, the colonial Government bought the land and established a school. In 1959, the school was opened as a Primary school, with Mr. Shukra as its head teacher. At the time, most of the

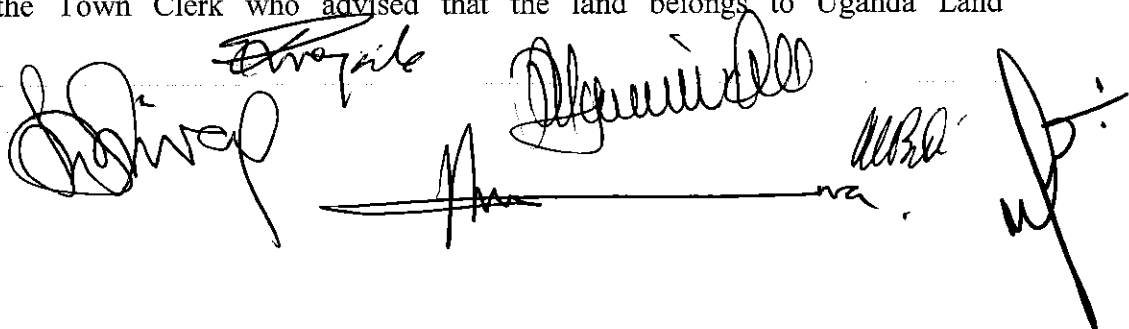
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teachers and students were Indians and Asians although some few Africans also attended the school.

2. Originally, East Kololo Primary School was sitting on 11.54 acres on land that was later held and registered in the name of Uganda Land Commission.
3. Uganda land Commission has so far issued leases out of land on which East Kololo Primary School sits to the following entities-
 - i. Rutukungu Investments in 2004, with unspecified size,
 - ii. Adventure Real Estates in 2010 with 1.2 Acres
 - iii. Nextel Ltd with 0.47 Acres, and
 - iv. Shimon Demonstration School in 2006 with unspecified size.

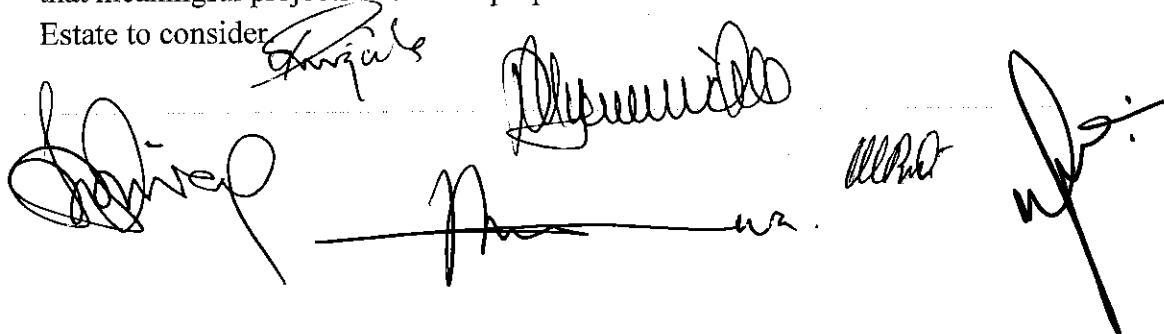
(a) ADVENTURE REAL ESTATES

- i. On 5th January 2009, Adventure Real Estate wrote a letter, through a member of the school management, to the head teacher of East Kololo Primary School expressing interest in acquiring part of East Kololo Primary School Land.
- ii. On 12th April 2010, unknown to the other members of the School management committee, Mr. Muhangi Moses Kapere and wrote to Adventure Real Estate giving it a no objection to acquire school land.
- iii. On 9th July 2010, Uganda Land Commission, without the consent of East Kololo Primary School, sub divides plot 17-39 to create plot 17-21.
- iv. On 3rd August 2010, Uganda Land Commission issues a lease to Adventure Real Estate measuring 1.2 acres over plot 17-21. (lease attached as annexure)
- v. On 22nd October 2010, the Head teacher of East Kololo Primary School receives a letter from Adventure Real Estate of the 5th January 2009, expressing interest to acquire part of East Kololo Primary School.
- vi. On 22nd October 2010, the Head teacher of East Kololo Primary School receives a letter from Adventure Real Estate informing him that Adventure real Estate had acquired a lease over school and requested that an area be identified for it to construct a modern dispensary offered by the company.
- vii. On 28th October 2010, the school management committee of East Kololo Primary School wrote to the Kampala City Council Town Clerk, seeking for advice on the transaction and construction of a modern dispensary.
- viii. On 20th December 2010, the Town Clerk wrote to the school management committee informing it that he was in favor of the transaction but advised that instead of a dispensary, Adventure Real Estates constructs a multi-purpose hall which can be used a library.
- ix. On 4th January 2011, the school management committee of East Kololo Primary School resolved to write to the Town Clerk to challenge the decision to lease part of school land. The school management committee went to meet the Town Clerk who advised that the land belongs to Uganda Land

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Commission and therefore, they should contact the Ministry of Education and sports.

- x. On the 18th March 2011, the school management committee wrote to the permanent secretary Ministry of Education and sports and the Uganda Land Commission to clarify on the leasing of school land to Adventure Real Estate Ltd.
- xi. On 30th March 2011, the Permanent Secretary, Ministry of Education and Sports wrote to the school management committee informing it that he was not a party to the transaction.
- xii. On 2nd May 2011, Adventure Real Estate Ltd writes to the Chairperson LC III, Kampala Central seeking his intervention in the matter regarding plot 17-21 Lugogo By-pass, suggesting that it was ready to construct a multipurpose hall.
- xiii. On 4th May 2011, the Chairperson LC III, Kampala Central wrote to the School management committee requesting it to desist from derailing tactics against the implementation of the public private partnership with Adventure Real Estate Ltd. (letter attached as annexure)
- xiv. On 16th May 2011, the permanent Secretary, Ministry of Education and sports wrote to the school management committee retracting his earlier communication and the support for cancellation of the lease. (letter attached as annexure)
- xv. On 30th June 2011, at the meeting of the school management committee, the Directors of Adventure Real Estate acknowledged having used the wrong procedure in acquiring the lease over plot 17-21, Lugogo By-pass. The School Management committee resolved that unanimously agreed to the idea of a public private partnership.
- xvi. On 8th August 2011, Mr. Barija Patrick and Mr. Muhangi Moses Kapere, members of the school management Committee were relieved of their duties. (letters attached as annexure)
- xvii. On 24th August 2011, the Chairperson School management committee wrote to the Permanent Secretary, Ministry of Education and Sports updating him on the meeting held on the 8th of August 2011. (letter attached as annexure)
- xviii. On 21st January 2012, Adventure Real Estate Ltd fenced off school land.
- xix. On 23rd January 2012, the Head teacher of East Kololo wrote to the District Education officer informing him that school land had been fenced off.
- xx. On 23rd January 2012, the Acting District Education Officer wrote to the Head Teacher requesting that he convenes a meeting to find a way forward. (letter attached as annexure)
- xxi. On 3rd February 2012, the school management committee met and resolved that meaningful projects should be proposed to the Director of Adventure Real Estate to consider.

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- xxii. On 8th February 2012, a sub-committee was put in place to consider the projects that Adventure Real Estate can do.

Observations

1. The leasing of East Kololo Primary School land was done without following the right procedure and without the involvement of the entire school management committee and the Ministry of Education and Sports.
2. There was connivance between the some Members of the school management Committee and Adventure Real Estate in acquiring the lease on plot 17-21.
3. That there was influence peddling by Chairperson LC III, Kampala Central who forced the school management committee into allowing Adventure's proposal.
4. There is need for a memorandum of understanding to be executed between the school management committee and Adventure Real Estate in order for the interests of East Kololo Primary School to be protected.
5. That the technical officers both at KCC such the Town Clerk and the Permanent Secretary, Ministry of Education misadvised the school management committee on the course of action to take against Adventure Real Estate. Instead of advising the school management Committee to take action for recovery of their land, they quickly advised them to accept the offer given by Adventure Real Estate.
6. That the school management committee was left on its own by the Ministry of Education and Sports and the Town Clerk and never helped in their attempt to reach agreement between it and Adventure Real Estate.

Recommendations

1. *The then chairperson, Uganda Land Commission Hon. Josh Mayanja Nkangi should be held responsible for issuing a lease to Adventure Real Estates without following procedure*
2. *Uganda Land Commission should review the lease with a view of terminating.....*
3. *The IGG should investigate the actions of the following individuals to ascertain whether any crimes were committed by them -*
 - i. *The then Permanent Secretary, Ministry of Education and Sports, Mr. Francis Lubanga*
 - ii. *The then LC III Chairperson Central Kampala, Mr. Amooti Nyakana*
 - iii. *Muhangi Kapere and Barija Patrick, former School Management committee Members.*

(b) NEXTEL LIMITED

Findings

- i. On 18th August 2009, Nextel Ltd wrote a letter to the school management committee of East Kololo Primary School inquiring about the availability of about two and half acres of vacant and utilized land that belongs to the school. (letter attached as annexure)
- ii. On 15th October 2009, Nextel Ltd wrote to the school management committee proposing to build a computer laboratory in consideration of them allocating two and half acres of land in their school.
- iii. On the 25th November 2009, the school management committee replied to Nextel's request and granted a no objection to the allocation of two and half acres of land. (letter attached as annexure)
- iv. On 22nd March 2010, Nextel wrote to the permanent secretary Ministry of Education and Sports requesting for a no objection to the allocation of land at East Kololo Primary School. (letter attached as annexure)
- v. On 26th April 2010, the permanent secretary, Ministry of Education and Sports issued a no objection to the allocation of land to Nextel. (letter attached as annexure)
- vi. On 18th June 2010, Uganda Land Commission, pursuant to an application from Nextel, approved the allocation of two and half acres of land to Nextel comprised of plot 19-25, Lugogo By-pass. (letter attached as annexure)
- vii. On 26th July 2010, Uganda Land Commission wrote to the Permanent Secretary, Ministry of Education and Sports inquiring as to whether they could allocate other firms East Kololo Land. (letter attached as annexure)
- viii. On 2nd August 2010, the Permanent Secretary Ministry of Education and sports wrote to Uganda Land Commission issuing a no objection to the allocation more land to other firms. (letter attached as annexure)
- ix. On 16th August 2011, Nextel wrote to Uganda Land Commission complaining that it couldn't get the value of the land allocated since part of the land had been allocated to Adventure Real Estate. (letter attached as annexure)
- x. On 1st July 2010, Uganda Land Commission issued a new lease to Nextel Ltd in respect of plot 23, measuring 0.191 Hectares. (lease attached as annexure)
- xi. On 13th August 2012, the school management committee, in light of the reduced land allocated to Nextel, agreed that instead of constructing a laboratory, Nextel should fence the school and construct the school canteen.
- xii. On 02 July 2013, Nextel sent a Bill of quantities for the school project. The project included fencing the school and constructing the school canteen. (bill of quantities attached as annexure)
- xiii. On 24th July 2013, Nextel Ltd wrote to the school management committee handing over the projects that had been completed. (letter attached as annexure)
- xiv. On 25th July 2013, the Head Teacher, East Kololo Primary School wrote to Nextel Ltd acknowledging that the agreed projects had been completed to their satisfaction. (letter attached as annexure)

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Observations

That Nextel Ltd followed the right procedure in applying for a lease over plot 23, Lugogo.

Recommendation

1. *Uganda Land Commission should not grant a lease on all the remaining land currently occupied by East Kololo Primary School.*

(a) Rutukungu Investments Ltd

The committee didn't receive evidence from Uganda Land Commission or Rutukungu Investments Ltd even after repeated requests. The committee couldn't establish whether Rutukungu Investments Ltd acquired belonging to East Kololo Primary School.

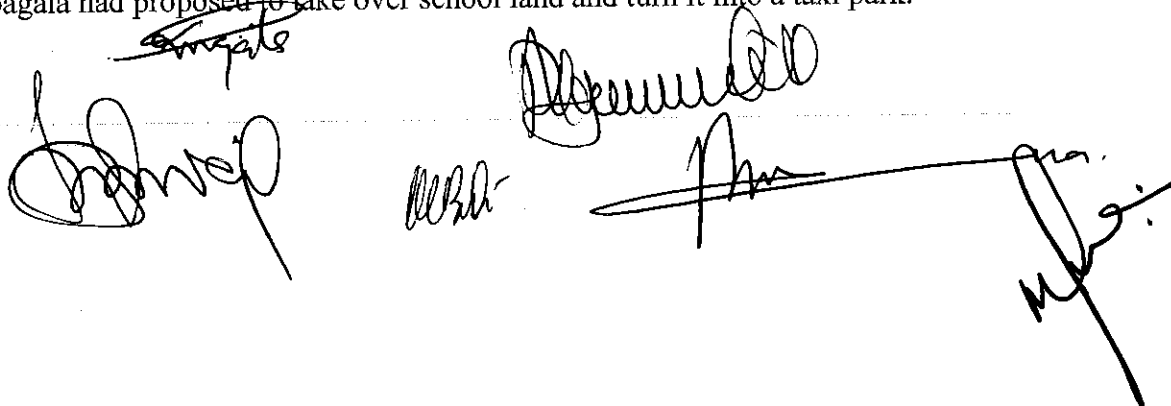
Recommendation

1. *That the IGG should investigate circumstances under which Rutukungu Investments Ltd was awarded a lease over East Kololo land.*
2. *That Uganda Land Commission should review the lease granted to Rutukungu Investments Ltd with a view of cancelling it.*

7. NAKIVUBO SETTLEMENT PRIMARY SCHOOL

Findings

1. The school was founded at a meeting on the 30th May 1954 by J.C. Lubowa under the Muzzanganda organization with 5 African students.
2. On 17th August 1956, the school building was handed over to the Director of Education, Mr. Miller D. F. by Father Semanda and comprised of classes from P1-P4.
3. The school is located on Plot M78, Nakivubo Place, Kampala and its acreage is estimated at 3.5 acres. Plot M78 is registered in the names of Kampala District Land Board.
4. That in the early 2000s, two members of the school management committee, namely, Hajji Juma Bbosa and Mr. Luyimbazi Sulaiman, without consulting the other members of the school management committee sub-leased part of the school land to Mr. Festo Kasajja who built lock up shops thereon and a public pay toilet on school land.
5. That the school administration didn't know the size of the land occupied by Mr. Kasajja Festo and whether he pays any money to any person for utilizing school land.
6. The committee was further informed that Hajji Juma Bbosa and Mr. Luyimbazi Sulaiman entered into a Memorandum of Understanding with Mr. Kasajja Festo over his occupation of school land but have refused to avail it to the school administration.
7. In 2008, the then Local Government Minister Kahinda Otafire and the former Mayor Nasser Ntege Ssebagala had proposed to take over school land and turn it into a taxi park.

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8. On 1st January 2014, Kampala District Land Board leased part of Nakivubo settlement school land to St. Balikuddembe Market Stalls, Space and Lock-up Shop Owner's Association (SSLOA) for an initial period of ten years.
9. That currently, the school has no school Management committee since the one appointed in July 2014 was disbanded by Mr. Prosper Lwamasaka. This has affected the smooth running of the school.

Observations

1. Hajji Juma Bbosa and Mr. Luyimbazi Sulaiman acted unlawfully when they sub-leased part of the school land to Mr. Festo Kasajja without the consent of the school management
2. Kampala District Land Board acted unlawfully when they allocated part of Nakivubo Settlement Primary school land without consulting or the consent of the school management board or the Ministry of education.

Recommendations

1. *That KCCA grants a lease to the school over plot M78 Nakivubo Place to protect its integrity.*
2. *That KCCA evicts Mr. Kasajja Festo from Nakivubo Settlement Primary School land.*
3. *That KCCA ensures that the lease granted to St. Balikuddembe Market Stalls, Space and Lock-up Shop Owner's Association (SSLOA) over plots 20A-22A Nakivubo Place doesn't affect the operation of the school on Plot M78.*
4. *That KCCA ensures that Nakivubo Settlement Primary School land is fenced off to prevent encroachment and to guarantee the safety of the students.*
5. *That the DPP investigates the conduct of Hajji Juma Bbosa and Mr. Luyimbazi Sulaiman to ascertain whether any crimes were committed by them in allowing Mr. Kasajja Festo occupy school land*
6. *That KCCA appoints a School Management Committee to save the school from ruin.*

8. NAKIVUBO PRIMARY SCHOOL

Findings

1. Nakivubo Primary School has been in occupation of plot 2-14 Mengo Hill Road, Block 12 measuring 19 acres from the early 1950s. The title is in the names of Uganda Land Commission and currently, the school has no title to the school land.
2. On 14th February 1995, Mr. Kasajja Festo applied to the school management committee of Nakivubo Primary School to undertake development projects on school land
3. ON 14th September, 1995, Mr. Festo Kasajja submitted a formal proposal to the school management committee in which he proposed as follows-

- i. The school to provide land,

- ii. Mr. Kasajja to provide finances to undertake the project,
 - iii. Mr. Kasajja to construct the foundation and ground floor of the building, believed to be a double storied structure for the school,
 - iv. The school to complete the 2nd and 3rd floor of the building,
 - v. The school to allow Mr. Kasajja to construct another structure on school land,
 - vi. That Kasajja to pay rent as may be agreed upon by the parties.
4. On 28th March 1995, the school management committee considered and passed the application by M/S Kasajja and Sons.
 5. On 4th April 1995, the chairperson, school management committee replied to Mr. Kasajja's application and informed him that the school management committee had approved the proposal.
 6. On 28th August 1995, the chairperson, school management committee informed the District Education officer of this undertaking.
 7. On 5th December 1995, a Memorandum of understanding is signed between the school management committee of Nakivubo Primary School.
 8. On 25th July 1996, the Town Clerk gave permission to commence construction on plot 2-14 block 12, Mengo Hill.
 9. On 25th July 1996, the then Town Clerk, wrote to Nakivubo Primary School halting the proposed construction,
 10. On 14th October 1999, the school management committee of Nakivubo Primary School wrote to Kasajja and sons that the commencement of projects on school land had been halted.
 11. In 2011, United Veterans Association irregularly acquired a land title over part of school land without the consent of the school management committee.
 12. Sometime later, United Veterans Association sold the land to Mr. Semakula Moses who established a food market near the school's hall, which students use as an examination room.
 13. On 1st October 2012, the Town Clerk, Central wrote to the Executive Director KCCA requesting that the food market on school land should be evicted.

Observations

1. The School management committee didn't consult the Ministry of Education and Sports or other stake-holders before entering this transaction.
2. Mr. Kasajja Festo was not authorized to construct structures on school land and those structures are illegal.
3. KCCA has not done enough to protect the territorial integrity of the school.
4. The school management committee has not explored or utilized all avenues available to them in order to evict all illegal encroachers on school land.

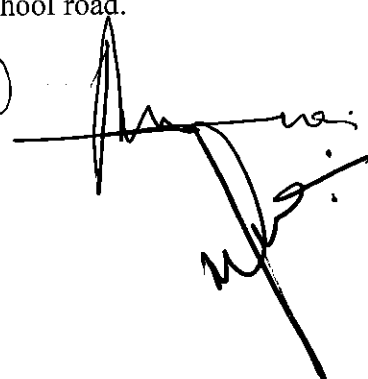
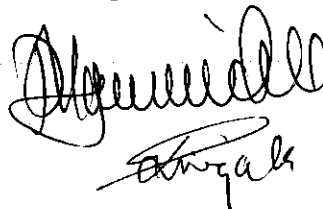
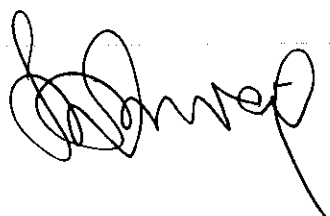
Recommendations

- 1. That KCCA takes interest in the affairs of Nakivubo Primary School with a view of evicting all persons who illegally settled on school land*
- 2. That Uganda Land Commission grants a lease to Nakivubo Primary School over land it currently occupies to protect it from encroachment*
- 3. That KCCA evicts and demolishes all structures put on school land by Mr. Kasajja to free school land for students*
- 4. That Attorney General should take action against Mr. Kasajja to recover damages for encroaching on school land and utilizing it to for profit.*
- 5. That KCCA demolishes all illegal structures put on school land by Semakula*
- 6. The AG should explore ways of recovering land sold to United Veterans Association sold the land to Mr. Semakula Moses*

9. OLD KAMPALA SENIOR SECONDARY SCHOOL

Finding

1. Old Kampala .S.S.S was started by the Colonial Government in 1932, specifically to cater for the post primary education of children in urban, Indian and European communities that were high profile and engaged in the central administration and business at the time.
2. The school owns land comprised of Block 2, Plot 1-13 and 6-8 Fort Road where the main school is located, the teacher's quarters on Block 2, Plot 2-14 school road, and others on Block 2, plot 19, Namirembe Road, Sir Apollo Kagwa Road Block 2, Plot 52, 53, 54, and Namalwa Village Block 9, Plot 107.
3. That Old Kampala Senior Secondary School has been in occupation of various plots of land, including Block 2, Plot 2-14, school Road since 1979 and had used the same as teacher's quarters. This land contains 12 houses and accommodates 12 families of staff. The discovered that Old Kampala S.S.S had no title to this land since the same was registered in the names of Uganda Land Commission.
4. On 2nd December 2011, staff occupants on Block 2, Plot 2-14 school road received a letter from Ministry of Lands, Housing and Urban Development requesting that the take steps to verify their occupation of the premises.
5. On 17th March 2015, the Ministry of Lands, Housing and urban Development wrote to the head teacher stating that it was in advanced stages of redeveloping plot 2-14, to match with the demands of the city.
6. On 16th April 2015, the Board of Governors wrote to the Permanent secretary Ministry of Education and Sports about the threat to evict the staff occupying school quarters.
7. On 17th April 2015, Board of Governors made a formal application to Uganda Land Commission to register all school land in the name of the school Board of Governors in view of protecting the interest of the school.
8. On 29th April 2015, the board of governors put a caveat on plots 2-14 on school road.



9. On 15th June 2015, the Minister of Lands, Housing and Urban Development wrote to the Minister of Education and Sports informing her about the proposed housing project for teachers at plot 2-14.
10. On 19th June 2015, the chairperson Board of governors wrote to the Minister of education and sports laying claim over plot 2-14 and further that they are engaged in negotiations with an investor to reconstruct the staff houses under a public private partnership.

Observations

1. That Old Kampala S.S.S is a bonafide occupant of plot Block 2, Plot 2-14, school Road within the meaning of section 29 (a) of the land Act. Section 29 (a) of the land Act defines a bonafide occupant as a person who, before the coming into force of the Constitution had occupied and utilized or developed any land unchallenged by the registered owner or agent of the registered owner for 12 years or more. In the case of Old Kampala S.S.S, it had occupied and utilized plot 2-14 since 1979, meaning that by 1995, the school had been in occupation and utilization of that land for 25 years, unchallenged by Uganda Land Commission. The committee also established that Uganda Land Commission had for many years had knowledge of the existence of the school on the above mentioned plots.
2. That the Board of Governors of Old Kampala S.S.S was not consulted by the Ministry of Lands, Housing and Urban Development at the inception of the proposed development.

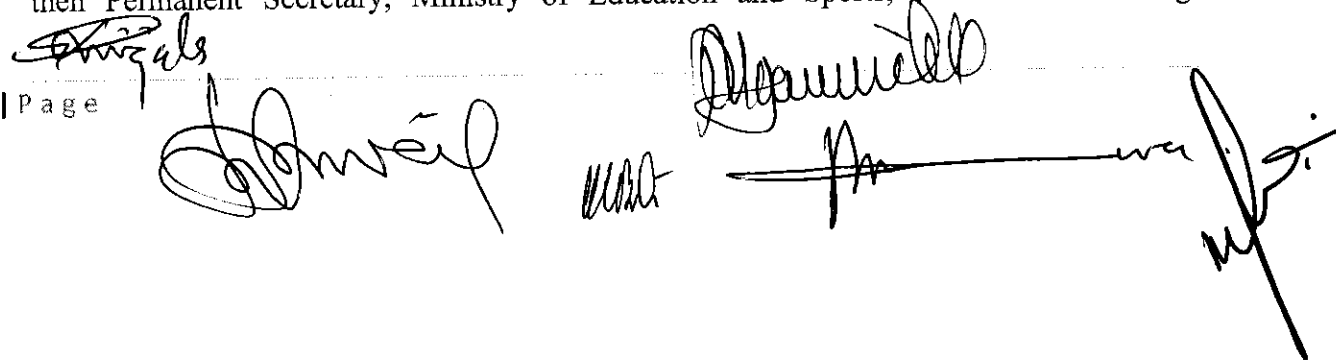
Recommendations

1. *The Ministry of Lands, Housing and Urban Development should not proceed with the proposed development of Plot 2-14 school Road until Old Kampala S.S.S has been consulted and an agreement is entered to protect the school's interest.*
2. *The Ministry of Lands, Housing and Urban Development should ensure that any projects proposed on plot 2-14 School Road are beneficial Old Kampala S.S.S*
3. *Uganda Land Commission should grant a lease to Old Kampala S.S.S covering all lands on which the school is currently sitting.*

10. KYAMBOGO UNIVERSITY

Findings

1. Originally, Kyambogo University owned a total land area of 449.02 acres but over time, a total of 34.75 acres has been allocated to various institutions affiliated to the Ministry of Education and sports, including Kyambogo Primary School, Inter University Council, Public Health Nurses College, UNESCO, and National Council for Higher Education and the Ministry of Education and Sports.
2. On 7th January 2010, the management of Kyambogo University received a letter from the then Permanent Secretary, Ministry of Education and Sports, Mr. Francis Lubanga

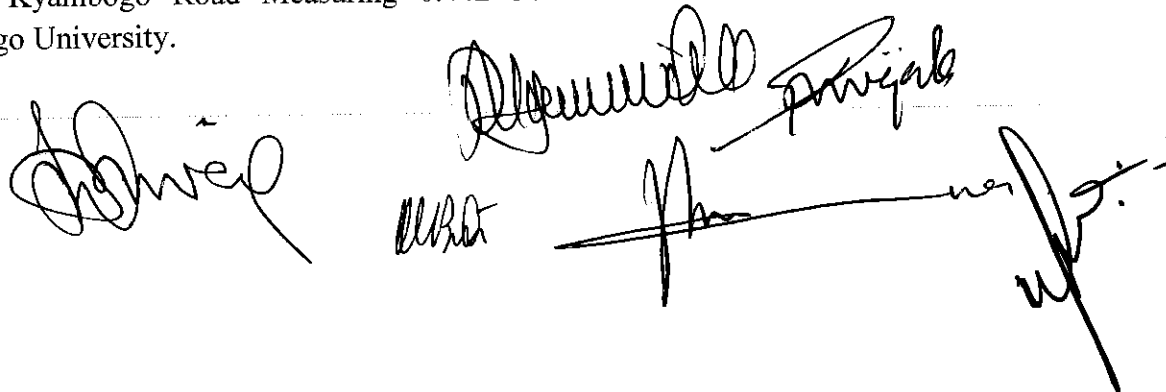
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informing them that the Ministry had decided to re-locate its headquarters to Kyambogo Hill. It was further informed that the Ministry had identified a site below plot M 835, below the Public Health Nurses College. The site comprised 5 acres and registered in the name of Kyambogo University and requested that a title for that land be secured. (letter attached as annexure)

3. On the 15th March 2010, the Vice Chancellor wrote to the Permanent Secretary, Ministry of Education and Sports informing him that the 13th Kyambogo University Council held on 14th February 2010 approved the site that was identified by the Ministry for relocation of its headquarters.
4. On 1st August 2011, Mr. A.D Kibenge, writing on behalf of the permanent secretary, MoES, wrote to the University Secretary requesting for the original land title Kyambogo University to be sent to the Ministry for purposes of sub-dividing the land to parcel off the 5 acres allocated to the Ministry of Education.
5. On 16th August 2011, Prof. Dr. Puda-Asibo, AG Vice Chancellor wrote to the Permanent Secretary, Ministry of Education and Sports releasing the land titles for Kyambogo University to the Ministry of Education and sports.
6. On 16th February 2012, Management of Kyambogo University received a letter from the Permanent Secretary, MoES returning Kyambogo land title FRV 333, Folio 125, Plot 383, approximately 48.3 hectares.
7. When the management of Kyambogo University received the adjusted and re-registered land title from the MoES, it was discovered that the new deed plan in the University land title showed fresh sub-divisions that the university was not aware of. The new creations included plot 45, Kyambogo Road measuring 0.561 Hectares, plot 47-55, Kyambogo Road measuring 2.699, Plot 61 Kyambogo Road Measuring 0.173, another Plot yet to be numbered measuring 3.875 Hectares and Plot 63 Kyambogo Road Measuring 0.442 hectares.
8. On 26th March 2012, the University Secretary wrote to Uganda Land Commission requiring an explanation as to why the above mentioned plots were created.
9. On 9th August 2013, the university secretary received a letter from Mr. Paul Bainomugisha, writing on behalf of Petua Kateba informing the University that plot 61 belonged to her and acquired the same from Uganda Land Commission on the 17th June 2010.
10. On 27th August 2013, the university secretary received a letter from Mr. Wanzala Mulebeke complaining that his land, comprised in plot 63 Kyambogo Road, had been trespassed on by the university

Observations

1. Uganda Land Commission irregularly created plot 45, Kyambogo Road, plot 47-55, Kyambogo Road, Plot 61 Kyambogo, another Plot yet to be numbered measuring and Plot 63 Kyambogo Road Measuring 0.442 hectares without the authorization of Kyambogo University.

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2. Uganda Land Commission didn't, even after being informed of the irregular nature in which they were created, cancel titles and sub divisions parceled out of the Kyambogo University Land.

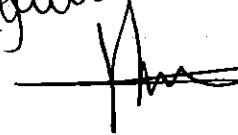
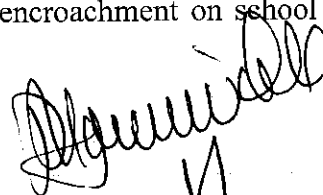
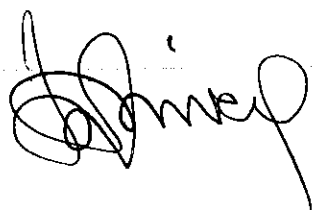
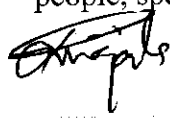
Recommendations

1. *That the IGG investigates Uganda Land Commission and other officials who were involved in the allocation of land belonging to Kyambogo University was sub-divided without their consent*
2. *That Uganda Land Commissions reviews the leases granted on Kyambogo land with the view of cancelling them.*
3. *That the Auditor General should carry out an audit of the entire land occupied and owned by Kyambogo.*

11. NATETE MUSLIM PRIMARY SCHOOL

Findings

1. Nateete Muslim Primary School is established on land donated by Mugema Yahaya Sekyeru in 1900s. The land was donated purposely for the teaching of Islamic Theology and secular curriculum. Originally, the Muslims who operated the school operated a non-formal theological curriculum based on the Quran. As time went on, the trustees found it difficult to continue operating a theological institution as well as a secular education system. This prompted Sheik Ahmed Nsubuga to seek Government help in form of a grant. In 1989, the Government of Uganda took over the school, thereby making it a government aided school.
2. The certificates of title for the school were kept by the late Sheik Kinene Kaabi and include plot 199 measuring 0.25 acres registered in the names of Hajji Haruna Mukasa Mujira and the Late Haji Almanzane Ssebuliba as trustees, plot 235 measuring 0.25 acres registered in the names of Hajji Haruna Mukasa Mujira, Late Sheikh Ahmada Nsubuga, the late Bamuzanzentama and the Late Haji Almanzane Ssebuliba as trustees, plot 236 measuring 0.25 acres registered in the names of Sheikh Yusuf Miyingo Kukulakwetta as trustees and plot 296 measuring 0.25 acres registered in the names of the late Haji Kinene Kaabi, Haji Haruna Mukasa Mujira as trustees.
3. That the school administration have over the years made effort to obtain the above land titles from the registered persons, amalgamate and register them in the name of Nateete Muslim Primary School but this has not been possible partly due to Muslim leadership wrangle.
4. The committee was informed that there has been encroachment on school land by various people, specifically plots 236, 199, 135 and 236.



5. The committee was further informed that the grand children of the late Sekyeru Yahaya sued the school management committee of Nateete Muslim Primary School vide HCCS No. 03 of 2015. The grand children allege that the school has illegally occupied plot 236 without any authorization from them.

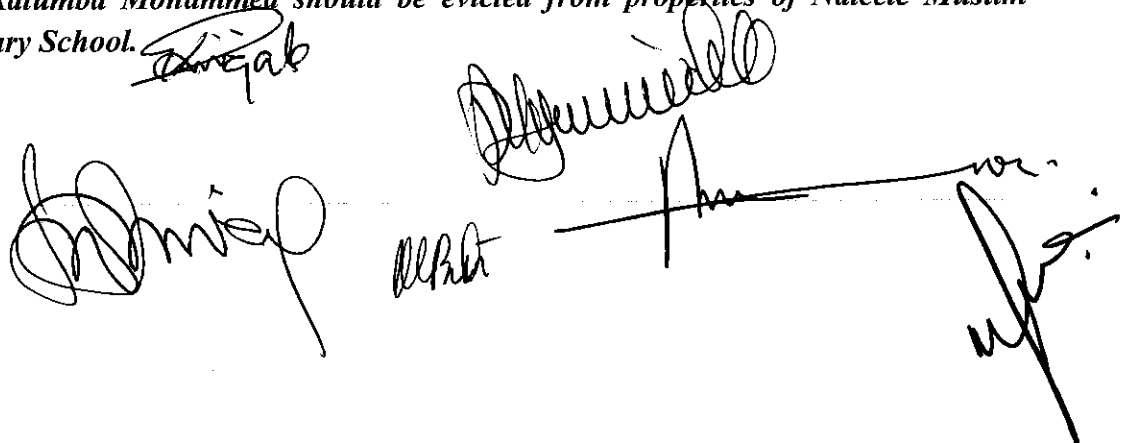
Observations

1. While it is alleged that the land on which the school is established was donated by Mr. Mugema Yahaya Sekyeru in 1900s, the committee was not availed any document to prove this allegation. This makes the enforcement of the school's interest difficult.
2. The committee also notes that although all the land occupied by the school was registered in the names of different persons as trustees, the committee was not availed any evidence to ascertain the truthfulness of this allegation and that of the trust if any.
3. The committee further observes that there is very little or no involvement in the process of finding a lasting solution to the land disputes at Nateete Muslim Primary School by the Ministry of Education and Sports, Kampala Capital City Authority or other stakeholders. It appears that the school management committee of Nateete Muslim Primary School treated it as a Muslim issue and never explored ways of finding a final solution to this problem.
4. When the committee visited the school, it found that a former head teacher, a one Katumba Mohammed, who had been transferred from the school, had converted the use of one of the class rooms into his residence and all attempts to evict him had been futile.

Recommendations

The committee recommends as follows-

1. *That the Attorney General, the Ministry of education and sports as well as Kampala Capital City Authority explores ways in which the current land wrangles at Nateete Muslim Primary School can be resolved.*
2. *That Kampala Capital City Authority takes interest in the affairs of Nateete Muslim Primary School with a view evicting all persons who have encroached on school land.*
3. *Mr. Katumba Mohammed should be evicted from properties of Nateete Muslim Primary School.*

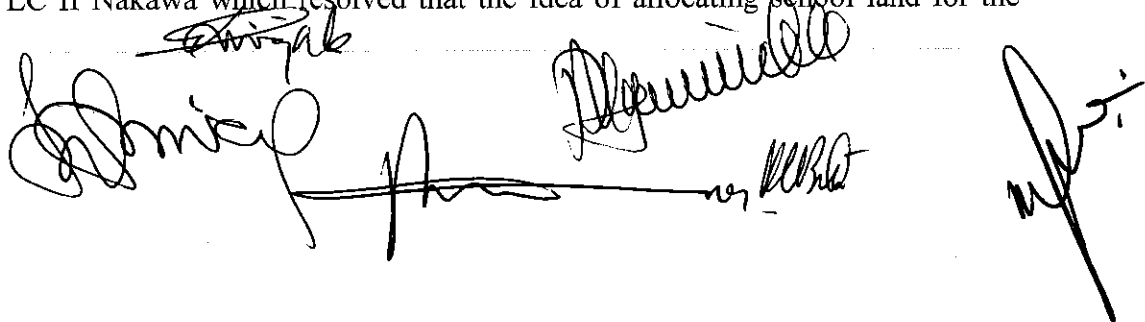
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4. *That the Attorney General explores ways in which the school can be protected from eviction, including placing a caveat on the land on which it sits.*

12. KASUBI FAMILY PRIMARY SCHOOL

Findings

1. Kasubi Family Primary School, formerly Nakyekoledde Primary School was founded by Abisagi Nakyekoledde in 1955, sitting on land measuring 1.69 acres. The school became government aided in 1971 and since then, government has continued posting teachers to the school and enhanced its infrastructure, including the construction of two classroom blocks, a carpentry workshop, staff houses, a six roomed head teacher's house, a VIP toilet, a 10,000 liter water harvesting facility and installing electricity in the school.
2. The founder died, she was succeeded by Mary Nansubuga, who was also succeeded by Kyaddondo Ndagire Ritah upon her death.
3. The committee was informed that the school had received numerous claims of ownership from the sons and daughters of the late Nansubuga Mary of land on which the school is established.
4. The committee was further informed that in 2010, the then Lubaga Division Chairperson, Mr. Peter Ssematimba and the council proposed to use part of the school land to establish a market. This was intended to take advantage of the President's pledge to construct a Market in Lubaga Division is free land could be allocated.
5. On 18th February 2010, Mrs. Joy Kabatsi, the Principal Private Secretary to H.E the President wrote to NEMA informing it that H.E had given clearance for the establishment of Kasubi Market and Taxi Park in Lubiggi wetland.
6. On the 28th May 2010, the Presidential Advisor on Markets, Mr. Kayongo Tom wrote to the Ministry of Education and Sports on the proposed allocation of school land to establish a market, rejecting the idea and further informing the Ministry that Ministry of Works had allocated some land along the Northern By-pass for the establishment of a market.
7. **On 17th June 2010**, the then Minister in charge of General Duties Hon. Janet Mukwaya, the held a meeting with the Lubaga LC III Chairperson, Chairperson LC II Kasubi Parish, Chairperson LC I Kasubi-kawala Village, Hon. Betty Kamya, the then area Member of Parliament, the Town Clerk, KCC Planner, the Resident District Commissioner and the Chairman LC II Nakawa which resolved that the idea of allocating school land for the

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establishment of a market was not good and adequate consultations need to be made. The meeting was further informed that NEMA will allocate 3 acres of land to establish a Market in order to save school land from encroachment.

8. On 19th July 2010, Mr. Mukalazi Patric Director of M/s Lubaga Limited Contractors and Transporters Ltd wrote to the Ministry of Education informing it that he had allocated 3 acres for the establishment of a market, to save school land from encroachment.
9. On 25th June 2010, Hon. Janet Mukwaya, the then Minister of General Duties wrote to the then Minister of Education, Hon. Namirembe Bitamazire informing her about the meeting of the 17th June 2010 and requested that a technical committee is set up to brief the NEMA technical committee an opinion, before the 6th July 2010, on the proposal to allocate 3 acres for the establishment of a Market.
10. On 4th August 2011, the area Resident City Commissioner wrote to KCCA executive director informing her about the impending conversion of Kasubi Family School into Kasubi Market.
11. On the 17th August 2011, the KCCA executive Director wrote to the RCC Lubaga Division informing her that an open bidding procurement process was underway to secure land for the construction of Kasubi Market and a Technical Committee will assess the viability of the market's new location on the socio-economic and physical planning aspects.
12. The committee was informed that on the 19th February 2014, persons claiming to be related to the late Nansubuga Mary wrote to the Head teacher of Kasubi Family Primary School threatening to evict them.
13. The Head Teacher Kasubi Family Primary School brought the threats to the attention of the Ministry of Education and Sports and KCCA.
14. That the Ministry of Education and Sports invited them for a meeting, a one Nsubuga who claimed he was from the estate of the late Nansubuga was tasked to produce evidence of the administrator of the estate of the late Nakyekoledde, he didn't return.
15. On 5th September 2014, a meeting was held between the school administration, the family of Nakyekoledde and other leaders at which KCCA reinstated that Kasubi Family School was and still is a government aided school.
16. On 9th September 2014, M/s Mukiibi & Kyeyune Advocates wrote to the KCCA executive Director, on behalf of Ritah Ndagire, the administrator of the estate of the late Nakyekoledde informing KCCA that its client was the lawful owner of land on which the school was established and would enforce its rights.
17. On 16th September 2014, the legal department of KCCA wrote to M/s Mukiibi & Kyeyune Advocates warning it from evicting or otherwise interfering into the affairs of the school until the issue of ownership of land is settled.

Observations

1. The committee notes that although Government took over the school, it was not furnished with evidence that the land on which the school was established was purchased or donated by the late Nakyekelede.
2. The absence of proof of donation of the land on which the school sits does not extinguish the interest of the school in the subject land. Suffice to note that the school is a bonafide occupant within the meaning of the Land Act.
3. The committee notes that ever since the threat to evict the school was issued, nothing has been done to protect the school from eviction through lodging a caveat on the land or other mechanisms.

Recommendations

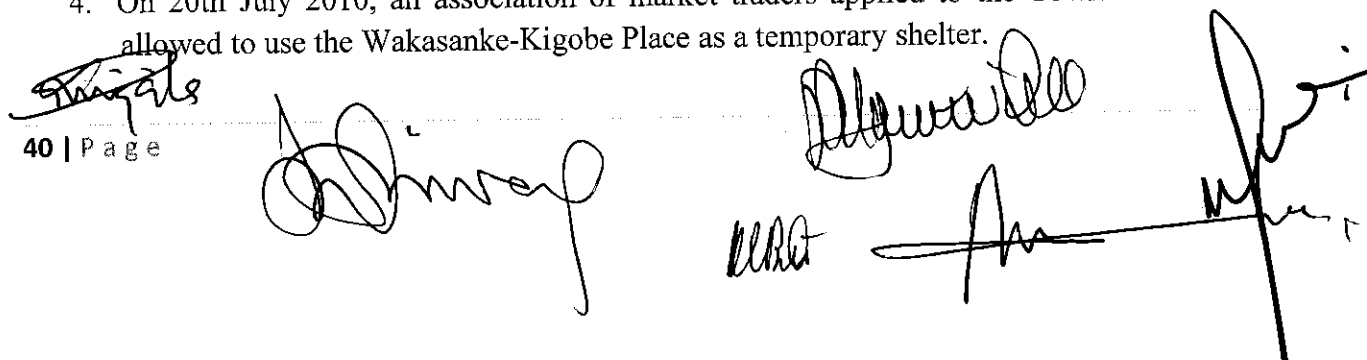
The committee recommends as follows-

1. *Attorney General, the Ministry of education and sports as well as Kampala Capital City Authority should explore ways of resolving the current land wrangles at Kasubi Family Primary School with the view to protecting the school's interest in the land.*
2. *That the Attorney General explores ways in which the school can be protected from eviction, including placing a caveat on the land on which it sits.*
3. *That the Attorney General works closely with the Chief Government Valuer and the Ministry of Education and Sports, KCCA and the school management committee to purchase the land from the owners.*

13. NAMUNGOONA KIGOBE PRIMARY SCHOOL

Findings

1. Namungoona Kigobe Primary School was established as a result of the concerted efforts of Mr. Ssendikadiwa the then LC III Chairperson of Lubaga Division, Hon. Wasswa Lule, then Member of Parliament for Lubaga North who approached officials of the National Housing and Construction Corporation who allocated land measuring 7.8 hectares for the establishment of the school.
2. That sometimes in 2002, the Kampala City Council constructed the school on part of the land and reserved the rest of the land for playground and other facilities.
3. That sometime after, part of the land was allocated to a Non-Governmental Organization, African Evangelist Enterprises to construct a health center.
4. On 20th July 2010, an association of market traders applied to the Town Clerk to be allowed to use the Wakasanke-Kigobe Place as a temporary shelter.

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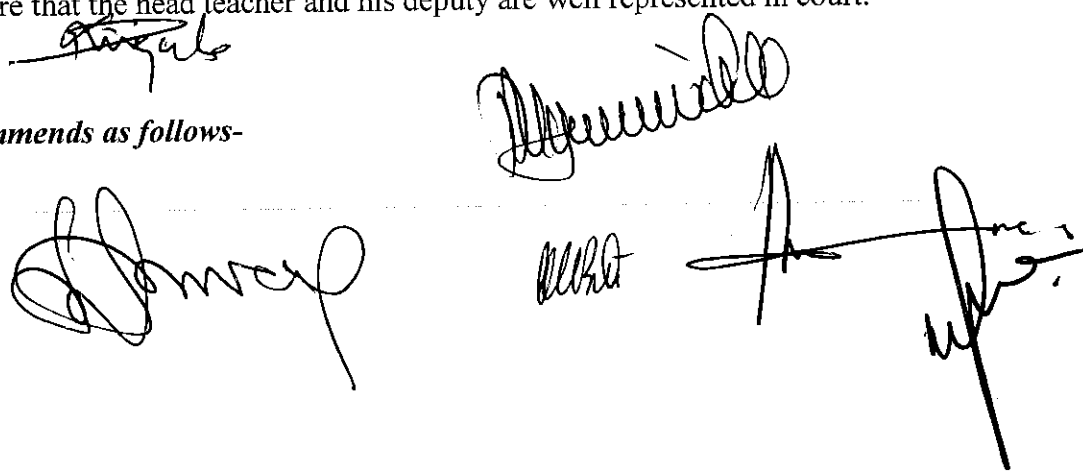
5. That the school administration allowed the use of the land as a temporary market on condition that the users pay rent to the school.
6. That sometime later, a one Karamaji, claiming to have bought land from Sebiloto stopped the school from accessing part of the school land.
7. That during the 2011 campaigns, the Presidential Advisor on Markets, Mr. Godfrey Kayongo informed the market vendors that H.E the President had allocated them a market on school land. The market vendors encroached on more school land and stopped paying rent to the school administration.
8. On 15th April 2013, Mr. Karamaji sued the then head teacher, Mr. Nek Oyaka and Deputy Head Teacher Mrs. Juliet Kasiita Nakiganda of Namugoona Kigobe Primary School, in their private capacities for trespassing on his land.
9. That although Mr. Nek Oyaka and Deputy Head Teacher Mrs. Juliet Kasiita Nakiganda approached various offices to help them defend the matter, they were not helped until Uganda National Teachers' Union-UNATU appointed a lawyer on their behalf.
10. That even after retiring from teaching, the Mr. Nek Oyaka continues to appear to defend himself without any help from the school or Government.

Observations

1. That the actions of the Presidential Advisor on Markets, Mr. Godfrey Kayongo were an irregular and illegal exercise and abuse of his office and resulted in the loss of school land.
2. That KCCA has not carried out its core functions as far as supervising all primary schools in Kampala as well as its statutory physical planning roles. Through exercising those roles, KCCA would have prevented the establishment of illegal structures on school land without planning permission. This would have protected school land from encroachment.
3. That the Ministry of Education and Sports and the Attorney General failed in their duty of protecting the Head Teacher and the Deputy Head teacher for actions arising from the performance of their functions. It should be noted that although those two persons were sued by Mr. Karamaji on the allegation that they had trespassed on his land, the Ministry of Education, together with the Attorney General's office out to have taken interest in the matter to ensure that the head teacher and his deputy are well represented in court.

Recommendations

The committee recommends as follows-



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1. *That KCCA should take evict all illegal structures, including the market on school land*
2. *KCCA, the Attorney General's office and the Ministry of Education and Sports should take steps to procure a land title for the school over all the land it occupies*
3. *That KCCA, the School management committee and the Ministry of Education and Sports should take steps to protect the territorial integrity of the school, including placing a caveat on the land occupied by the school.*
4. *That KCCA, the Attorney General's office and the Ministry of Education and Sports should take interest and defend the then head teacher, Mr. Nek Oyaka and Deputy Head Teacher Mrs. Juliet Kasiita Nakiganda in a suit brought against them before Mengo Magistrate Court by Karim Karamaji.*
5. *That the Presidential Advisor on Markets, Mr. Godfrey Kayongo should be held liable for allocating school land without authority.*

14. MAKERERE UNIVERSITY

Findings

1. That Makerere University was in occupation of land comprised in block 28 plot 46-47 Kibuga and measuring 5.2 acres which it used as a college of veterinary medicine, Animal Resources and Biosecurity (COVAB).
2. That Plot 46-47 was registered in the names of Uganda Land Commission which had leased the same from the trustees of the Native Anglican Church for a period of 199 commencing on the 1st of January 1968.
3. That in April 2011, Uganda Land Commission, without consulting Makerere University, attempted to sub-lease plot 46-47 to Logic Real Estate and Developers Ltd, a matter that the trustees of the Native Anglican Church objected to and instead re-entered the said land on grounds Uganda Land Commission had not paid rent from 1985 to 2011, a period of 27 years. The committee notes that the rent due from Uganda Land Commission was One Hundred and sixty Four Million, three hundred and ten Thousand shillings (UGX 164,310,000).
4. That when Makerere University learnt about the impending re-entry, they engaged the church leadership, specifically Rev. Zac Niringiye (the then Assistant Bishop of Kampala Diocese) and Mr. Joram Kahenano, the Secretary of Kampala Diocese) who advised that the University was not the right party to negotiate with them, but Uganda Land Commission.
5. On 21 July 2011, Makerere University inquired from the Secretary, Uganda Land Commission on the steps the commission was taking to arrest the situation and to prevent the re-entry of the church on the lease.
6. In 2012, the church re-entered and the lease granted to Uganda Land Commission was terminated.

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7. That upon re-entry, the church informed Makerere University that the land would be leased to it at a premium of seven hundred and Fifty Million (UGX 750).
8. Makerere University approached various government officials including the Prime Minister, the Principal Private Secretary to H.E the President but all in vain.
9. That the University was later informed in 2014 that plot 46 had been offered to College Housing and Development Co. Ltd.
10. Later on in 2015, an inter-ministerial committee was set up to help Makerere Recover the plot 46.

Observations

1. Uganda Land Commission failed to meet its rent obligation under the lease leading to its re-entry and erred in attempting to sub-lease the land to a different entity.
2. Uganda Land Commission acted negligently when they were informed of the impending re-entry by the Church but didn't arrest the situation.
3. That Government delayed to take steps to prevent the loss of land even though it was informed earlier.
4. That Makerere University ought to have done more to prevent re-entry and the sub-lease to a new entity.

Recommendations

The committee recommended as follows-

1. *That Government explores all possible ways of ensuring that Makerere retains use of plot 46.*
2. *That IGG should investigate the conduct of the management of Uganda Land Commission to ascertain whether any crimes were committed.*

15. CITY HIGH SCHOOL

Findings

1. City High School is a government aided "O" and "A" level Mixed Day school in Kampala central. The school was started in 1964 under the initiative of the Asian community in collaboration with the parents who lived in Kampala City in their umbrella association called the Parents Association, Kampala (PAK) .
2. The school currently has a student population of 1,200 students, whose parents are low income earners living within the city.
3. The Parents Association Kampala (PAK) owns land on which the school is established contained in LRV 620 Folio 9, Plot 10-14 Roscoe Road, Kampala measuring 2.788 hectares.
4. In December 2004, as the lease on which the school currently sits was about to expire, the management, with the agreement of parents increased school fees to pay for the renewal of the lease.

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5. However, unknown to the parents, Mr. Dalton Opwonya, a former President of the Parents Association Kampala wrote a letter to the Permanent secretary, Ministry of Education and sports on the 27th October 2004 informing the Ministry that he intended to sell half an acre of school land in Kololo for One Hundred and Sixty Five Million (UGX 165,000,000) to help in the renewal of the lease.
6. On 16th November 2004, the Permanent Secretary replied to Mr. Dalton's letter of the 27th October 2004, expressing his reservation to the intended sale of school land, the method of sale and the sale price, reasoning that school management should use the bid method to get more money from the sale.
7. On 11th April 2005, the head teacher wrote to the Commissioner Secondary Education to requesting for advice on the intended sale of school land against the wishes of the school Governing and the parent's body.
8. On 12th April 2005, the Commissioner secondary Education wrote to the Head Teacher directing that a caveat is registered on school land by the board of governors to protect school land.
9. Sometime in May 2005, unknown to the school administration and the Parents body, Mr. Dalton fraudulently sold part of the school and withheld the proceeds from the sale from the school.
10. On the 1st July 2005, the Permanent Secretary wrote to Mr. Dalton, upon receiving information that despite his objections, Mr. Dalton had gone ahead to sell the school land without authorization from the Members of parents body and the school board of Governors.
11. When the school, after raising money from the parents, applied to Kampala District Land Board to renew their lease, they were shocked to be allocated less land than what they were sitting on. The committee noted that plot IB which had prior to the renewal belonged to the school was parceled off and allocated to another person by Kampala District Land Board without consulting the school administration.
12. That on 16th November 2004, the then Permanent Secretary, Ministry of Education and Sports wrote a letter, in reply to one from the Head Teacher, City High School, objected to the sale of school land.
13. That Mr. Dalton Opwonya, latter informed the school administration that he had bought land at Bugembe University from the proceeds of the sale of school land but to this date, the school administration have never been shown the exact land bought.
14. On 20th February 2006, the then Town Clerk Mr. James Ssegane wrote to M/S J.K Visions Club Ltd to whom Plot 1B had been requesting him to stop the encroachment of school land and for Kampala Land Board to revise its decision.
15. The committee was informed that on the 29th November 1989, the then permanent Secretary Ministry of education and sports, Mr. G. Mukasa had written to the

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Commissioner, Lands and Surveys requesting that plot 1B By-pass Road be allocated to the school.

16. That indeed, the Permanent Secretary, Ministry of Education and Sports formally applied for the grant of a lease over plot 10-14 on behalf of City High School.
17. That in 2008, Hon. Hillary Onek sued City High School in the High Court vide Hon. ***Hillary Onek Vs The Registered Trustees of the Parents Association, Kampala HCCS No. 248 of 2006*** alleging that he had bought land on Baskerville Road (on which some school buildings were established) for about two Hundred Million (UGX 200,000,000) from Mr. Dalton Opwonya.
18. That in 2013, Hon. Hillary Onek met the Head Teacher City High School and informed her that he had lost interest in acquiring the land in question but demanded for the price of two Hundred Million (UGX 200,000,000) he had paid for land at the school.

Observations

1. That Kampala District Land Board acted irregularly in allocating Plot 1B school land to a third party since that land was not available for leasing.
2. The actions of Mr. Dalton Opwonya in selling school land without authority and retaining the money are criminal and caused financial loss to the school.
3. Kampala District Land Board ought to have allocated plots 1B and 1C to City High School following their application of 1993.

Recommendations

The committee recommends as follows-

1. ***That City High School takes legal action against Mr. Dalton Opwonya to recover money he retained following the sale of school land in 2005.***
2. ***That the IGG should examine the conduct of Mr. Dalton Opwonya to ascertain whether any crimes were committed by him.***
3. ***Kampala Capital City Authority, the Attorney General and the Ministry of Education and Sports should explore ways of recovering plots 1B and 1C that were parceled off the school's land.***

16. SHIMONI DEMOSTRATION SCHOOL

Findings

1. Shimoni Demonstration Primary School and Teacher Training College was a primary school and teacher training college located in central Kampala, Uganda, established in 1954.
2. Shimoni Demonstration School occupied plot 13A-35A and 37A-39A, Nile Avenue measuring fourteen (14) acres and had a student population of two thousand one hundred and ninety eight (2198).
3. On 6th April 2006, the Government of Uganda, represented by the Ministry of Finance, Planning and Economic Development entered into a Memorandum of Understanding

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with Kingdom Hotel Investments, a company organized under the laws of United Arab Emirates in which it was agreed as follows-

(a) That in consideration of United States Dollars Two Million (USD 2,000,000), Kingdom Hotel Investments builds a five star city hotel on the demised land as part of the CHOGM preparations.

(b) That Government-

- (i) Lease plot 13A-35A and 37A-39A, Nile Avenue to Kingdom Hotel Investments for a term of 99 years,
- (ii) Removes all the tenants on the said land and offers vacant possession to Kingdom Hotel Investments,
- (iii) Facilitate Kingdom Hotel Investment to obtain all the necessary licenses and permits related to construction and operate a hotel,
- (iv) Facilitate Kingdom Hotel Investment to obtain work Permits for foreign employees
- (v) Facilitate Kingdom Hotel Investment to benefit from the capital allowance incentive regime as provided for under the laws of Uganda,
- (vi) Provide the original certificate of title to the said and shall ensure that the said title is free from any encumbrances, fees and restrictions.

4. On 5th June 2006, Uganda Land Commission issued a lease offer to Kingdom Hotel Investment over land at Shimoni Rd for an initial Lease of 5 years from 1st April 2006. The lease offer also required the payment of the premiums and fees amounting to Five Billion, Three Hundred and Forty Three Million, Eight Hundred Thousand shillings (UGX 5,343,800,000). The lease offer further waived the payment of premium fees of Four Billion, Five Hundred Million (UGX 4,500,000,000), title assurance fees of Two Hundred Twenty Five Million (225,000,000), land agency fees of Four Hundred Million (UGX 450,000,000) and annual rent of One Hundred and Sixty Eight Million, Seven Hundred and Fifty Thousand (UGX 168,750,000). That left the lessee with total fees payable under the lease of about fifty thousand. (lease offer attached as annexure)

5. On 10th May 2006, Uganda Land Commission allocated plot 31A-35A and 37A-39A, Nile Avenue, Kampala to Kingdom Kampala Ltd

6. On the 29th January 2007, the Government of Uganda entered into an agreement with Kingdom Kampala Ltd, a company organized under the laws of Uganda and it was agreed that-

(a) Uganda Land Commission was to lease plot 13A-35A and 37A-39A, Nile Avenue measuring fourteen (14) acres for 99 years,

(b) That the lessee pays United States Dollars Two Million (USD 2,000,000) a full and final settlement of its entire lease premium obligations, which

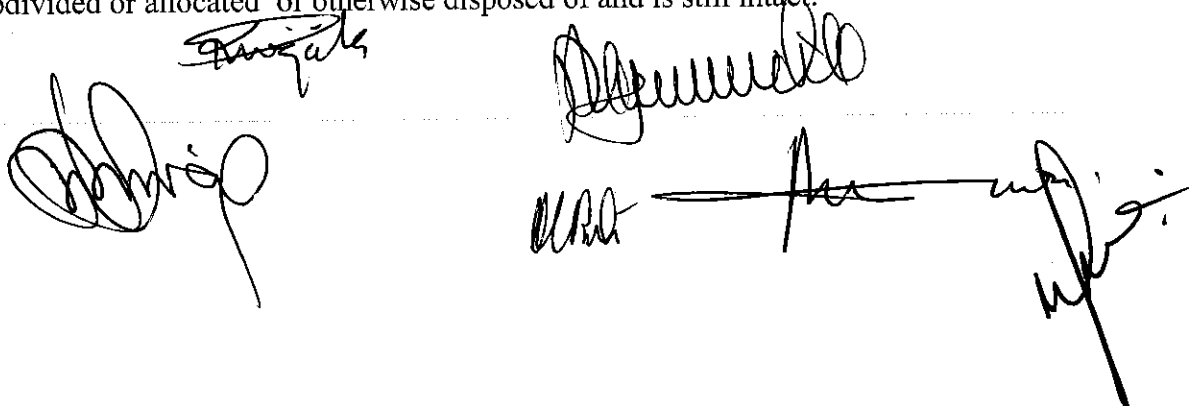
amount is to be utilized by GOU strictly towards the relocation and rebuilding of the school.

(c) Kingdom Kampala Hotel to build a 120 bedroom hotel,

7. On 18th December 2006, Government directed the staff and management of the school to vacate the premises in preparation for its destruction.
8. In late 2006, Shimon Demonstration School and teacher training college were demolished and as an interim arrangement, transferred to East Kololo Primary School land and Nyondo College in Mbale.
9. On 29th January 2007 Uganda land commission issued lease to Kingdom Kampala Hotel commencing on the 29th January 2007.
10. On the 28th August 2008, Uganda Land Commission wrote to Kingdom Kampala Hotel demanding rent arrears.
11. On 1st April 2009, the then Chairperson, Uganda land Commission wrote a letter to Hon. Aston Kajara, the then Minister of State for Finance, Planning and economic Development (Investments), responding to his dated 27th March 2009 in which he questioned why Government would want to pay back the money received as premium yet the developer was in breach of the agreement.
12. On 4th October 2013, the undersecretary, Ministry of Lands, Housing and Urban Developments Mr. Albert Mugumya wrote a letter to the Accountant General, Ministry of Finance, Planning and Economic Development requesting that he confirms that Kingdom Hotel Investments had paid to the treasury the premium of USD Two Million (USD 2,000,000). (Letter attached as annexure)

Observations

1. The committee observed that Uganda Land Commission waived administrative and other fees which are ordinarily paid by a lessee in the circumstance. The committees noted that a total of eight hundred and forty three million, seven hundred and fifty thousand shillings (UGX 843,750,000) was waived in fees by Uganda Land Commission.
2. That the rent payable by the Kingdom Hotel Investments is not commensurate with the acreage and location of the leased property. It should be noted that Kingdom Hotel Investment pays about 50 dollars instead of the assessed annual rent of Two Hundred Twenty Five Million (225,000,000), which was waived.
3. That although the proposed project was supposed to be completed before the 2007 Commonwealth Heads of State Meeting (GHOGM) in Uganda, this was not done.
4. That it took Kampala City Council three (3) years to grant planning permission to Kingdom Kampala Ltd, a thing that delayed the project.
5. The committee also noted that the Land that was allocated to Kingdom Kampala Ltd is not subdivided or allocated or otherwise disposed of and is still intact.

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6. That Government of Uganda never bought land to establish Shimoni Demonstration School and chose to instead relocate it to East Kololo Primary School land permanently.

Recommendations

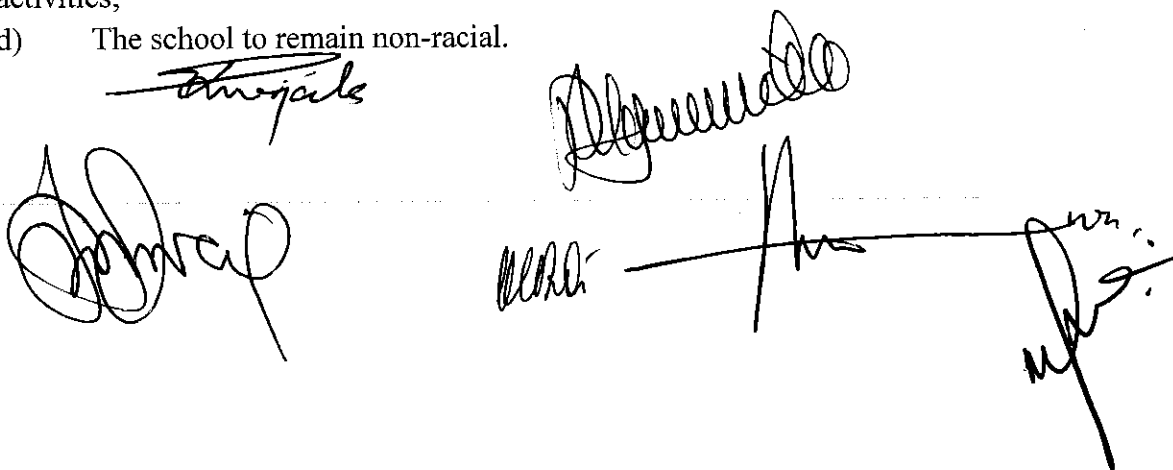
The committee recommends as follows-

1. *Inspector General of Government investigates the circumstances under which waivers amounting to eight hundred and forty three million, seven hundred and fifty thousand shillings (UGX 843,750,000) were granted to Kingdom Kampala Ltd since the committee was never shown any authorization to waive such fees.*
2. *The Attorney General, the Chief Government Valuer and the Ministry of Education and Sports should explore ways of compensating East Kololo Primary School for loss of land occasioned to it when Government settled Shimoni Demonstration School permanently on its land.*
3. *Kingdom Kampala Ltd fast tracks the development of former Shimoni land as per the approved building plans.*

17. BAT VALLEY PRIMARY SCHOOL

Findings

1. It was established by the Shree Sanatan Dharma Mandal (SSDM) family-part of the Asian Community in 1938. At the time of its establishment the school owned 4.99 acres of land that was donated by the Protectorate Governor to the Hindu Community.
2. Bat Valley Primary school is a Government aided primary school operating under the Universal Primary Education Program.
3. The school was taken over by the Government in 1964 by an Act of Parliament. After the expulsion of the Asians from Uganda in 1972 it remained under the Government of Uganda and was never declared an expropriated property. However, the Asian Community later repossessed the school under the provision of the Expropriated Properties Act Cap 83.
4. The school was repossessed by the SSDM in 1991 and the four conditions stated in the repossession certificate included:
 - a) The property remains a school;
 - b) The school to be managed following the Ministry of Education conditions;
 - c) Renovations to be done during holidays to avoid disrupting school activities;
 - d) The school to remain non-racial.

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5. According to the 2008 report of the Parliamentary Committee on Social Services on the Petition by Parents and School Management of Bat Valley Primary School over Ownership of the School, the SSDM acquired a lease of 49 years over the land from 1957 that expired in 2006. Thereafter, the SSDM applied to the Kampala District Land Board for an extension of the lease and the board gave no objection to this request. Consequently, the SSDM paid a premium of UGX 200m, ground rent of UGX 10m to the then Kampala City Council and UGX 10m land fees to the Ministry of Lands, Housing and Urban Development.
6. According to the same report, the primary school had 2317 pupils and 53 teachers in 2004 but these numbers had gone down to 1120 pupils and 43 teachers by 2007 owing to constant threats to the school by the SSDM. The same Committee was informed that the SMC wasn't operating normally because the SSDM members were not attending meetings hence denying the committee quorum.
7. The School Management Committee lodged a caveat on this land and petitioned Parliament to intervene on the matter. The parents maintained that they had contributed to the development of the school by erecting some buildings including staff quarters, a theatre, a workshop, and administration block and toilet stances.
8. The SSDM took KCC to court over the management of the school. Later on the SSDM and KCC entered into a consent judgment (signed in 2001) that stated that a School Management Committee be appointed to include majority members of the Foundation Body (5 out of 9 members) and that the school would remain a Government grant aided school. However, both the SSDM and KCC did not fully comply with the consent judgment.
9. According to the findings of the Parliamentary Social Services Committee in 2008, the SSDM wanted to renovate and manage the public school as a private school. They also planned to start a secondary school as well on the same school land. In light of this the SSDM offered to buy land worth UGX 150m for purposes of relocating the school.
10. The SSDM currently have a free hold title of the school land. They plan on turning the school into a private school in spite of the agreement made with the Government to maintain it as a Universal Primary School.
11. It was established that the school administration let out part of the school land to four (4) Pentecostal churches which operate alongside the school programs and activities.
12. Apparently one of the classroom blocks was converted into a church and cannot be accessed by the pupils. Further still the school playing field was also converted into a place of worship.

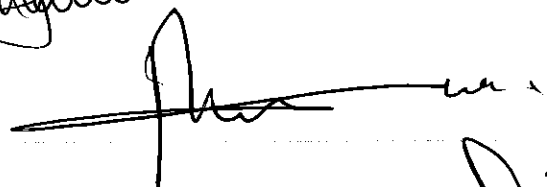
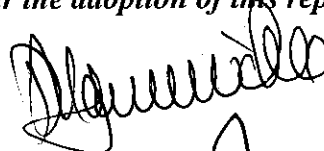

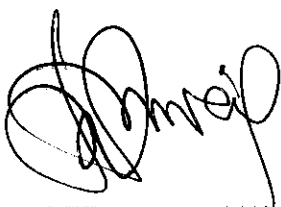
Observations

- a) It must be noted that the provision under which the Kampala District Land Board approved the renewal of the lease was a transitional provision before the promulgation of the Constitution, 1995 and the Land Amendment Act, 1998.
- b) The existence and operation of four churches on the school premises of is a source of noise which negatively affects the teaching and learning environment at the school. The Committee therefore takes great exception to the failure by both the Ministry of Education and Sports, and KCCA to prevail over the School Administration to evict these churches from the school premises.
- c) The Committee condemns in the strongest terms possible the School Administration for their apparent disregard of the interests of the pupils by renting out the school premises to churches. Church activities cannot simultaneously run alongside school curriculum activities. This is totally untenable.
- d) The Committee strongly associates with the decisions taken by the House following the consideration and adoption of the 2008 report of the Parliamentary Committee on Social Services on the Petition by Parents and School Management of Bat Valley Primary School over Ownership of the School. Suffice to note that the House resolved that Bat Valley Primary School be maintained as a UPE school and that the lease to the SSDM should not be renewed.
- e) Whereas the House had resolved that Government finds another piece of land to be given to SSDM for its development ventures, to-date nothing has been done in this regard. Government was also directed by the House to stop the sale of public schools land and their relocation but this has instead escalated since then.

Recommendations

Committee Recommends as follows;

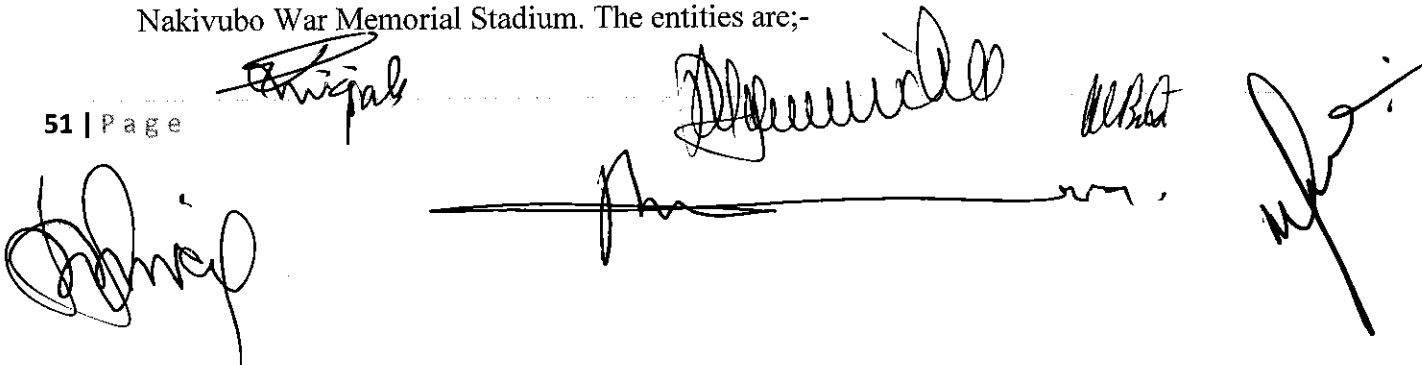
1. ***Government should explore ways of securing the school's interest in the land currently occupied by Bat Valley Primary School for posterity.***
2. ***The lease granted to Shree Sanatan Dharma Mandal (SSDM) over Bat Valley School land should be terminated and KCCA refunds a total sum UGX 220m paid SSDM they paid to KCC for the renewal of the lease.***
3. ***Government should find an alternative piece of land for SSDM to carry out its investments.***
4. ***The Minister of Education, Science, Technology and Sports in conjunction with KCCA and the School Management should evict the churches operating on the school premises within two months after the adoption of this report by the House.***



18. NAKIVUBO WAR MEMORIAL STADIUM

Findings

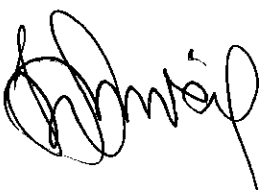
1. Nakivubo War Memorial Stadium was constructed by the colonial Government, opened on the 1st April, 1926 and governed in the manner prescribed under the Nakivubo War Memorial Stadium Trust Act, Cap 47.
2. Nakivubo War Memorial Stadium is governed by a board of trustees established under section 3 of the Nakivubo War Memorial Stadium Trust Act, as a body corporate with capacity to sue and be sued, with the mandate to administer, control and manage the trust property. The board shall consist of not fewer than seven nor more than nine members appointed by the Minister of Education by notice published in the Gazette.
3. That Nakivubo War Memorial stadium land is comprised of plot 28 Nakivubo place measuring 11.62 acres and plot 26 Nakivubo Place measuring 836 acres. This is scheduled property within the meaning of the Nakivubo War Memorial Stadium Trust Act, Cap 47.
4. The Board of trustees of Nakivubo War Memorial Stadium informed the committee that they have not disposed of any of the scheduled property but instead entered into Public Private Partnerships with four Private parties to re-develop the stadium pursuant to section 8 of the Nakivubo War Memorial Stadium Trust Act.
5. On 28th March 2008, the Board of trustees of Nakivubo War Memorial Stadium passed a resolution to redevelop Nakivubo War Memorial Stadium.
6. On 16th September 2009, a cabinet minute No. 448 (CT 2009) of the cabinet meeting held at Kampala approved the redevelopment and upgrading of Nakivubo War Memorial Stadium through a public/private partnership project but that the area and infrastructure around the stadium should be incorporated in the planning of the project and establishment of more stadia in the outskirts of Kampala. (cabinet minute attached as annexure)
7. On 14th March 2013, Uganda Revenue Authority issued a warrant of distress against Nakivubo War Memorial Stadium authorizing M/S Simba Speed Auctioneers to collect and recover three hundred and fifty six million, seven hundred twenty eight thousand, three hundred ninety (UGX 356,728,390) being accumulated tax arrears for the period January 2004 to February 2009.
8. On 6th May 2013, a memorandum of Understanding is agreed upon between Uganda Revenue Authority and the Board of trustees of Nakivubo War Memorial Stadium.
9. The board of trustees of Nakivubo War Memorial stadium further informed the committee that due to numerous fires that gutted Park Yard market, the main source of finances to Nakivubo War Memorial Stadium, the board of trustees of Nakivubo War Memorial stadium found it difficult to finance its operations.
10. The Board of trustees Nakivubo War Memorial stadium entered into various entities for the construction of a perimeter wall, lock up shops and associated sports facilities at Nakivubo War Memorial Stadium. The entities are;-

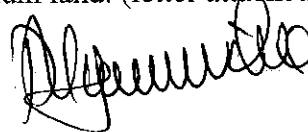
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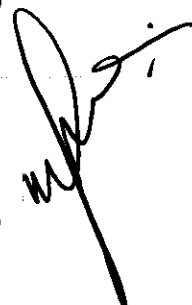
M/S Ham Enterprises Ltd,

- (a) On 20th June 2013, the accounting officer of Nakivubo War Memorial stadium wrote to M/s Ham Enterprises and 3 other firms, using market research inviting it to show interest in the design and construction of a perimeter wall, lock up shops and associated sports facilities at Nakivubo War Memorial Stadium.
- (b) The Board of Trustees of Nakivubo War Memorial Stadium informed the committee that they used the restrictive bidding methods because the perimeter wall had been weakened as a result of the numerous fires that had gutted it and was on the verge of collapsing.
- (c) On 13th August 2013, Ham Enterprises Ltd submitted a bid for the design, renovation and construction of a perimeter wall, lock up shop around Nakivubo War Memorial Stadium.
- (d) On 19th August 2013, Ham Enterprises Ltd was declared as the best evaluated bidder and was informed accordingly. (letter of invitation attached as annexure)
- (e) On 29th August 2013, the Minister of State for Education and Sports wrote to the Chairperson Finance, Nakivubo War Memorial Stadium granting a no objection to the proposed refurbishment of the perimeter wall, provided that the Board undertakes effective supervision of the construction process. (letter attached as annexure)
- (f) On 13th September 2013, Permanent Secretary, Ministry of Education and Sports issued a letter of no objection to the proposed partnering of the Board of Nakivubo War Memorial Stadium with private firms. (letter attached as annexure)
- (g) On the 22nd October 2013, the solicitor general cleared the contract for signature pursuant to Article 119 of the Constitution. (letter attached as annexure)
- (h) On the 22nd October 2013, a Public Private Partnership agreement for the construction of a perimeter wall and lock up shops around Nakivubo War Memorial Stadium was entered into between Ham Enterprises Ltd and the trustees of Nakivubo War Memorial Stadium and provided-
 - i. That Ham Enterprises, would construct, renovate, rehabilitate and refurbish the perimeter wall around Nakivubo War Memorial Stadium,
 - ii. That Ham Enterprises would, inconsideration of constructing, renovating, rehabilitating and refurbishing the perimeter wall around Nakivubo War Memorial Stadium, construct lock up shops along the perimeter wall facing the park yard market.

- iii. That the contract was for an initial period of 12 years, but renewable as determined by the board. The contract further required that where the contract is not renewed after its expiry; the contractor shall handover, without claim, any lock up shops constructed to Nakivubo War Memorial Stadium.
 - iv. That the contractor is allowed 5 years of cost recovery and later to pay two hundred million (UGX 200m) per year for the next 5 years and later two hundred and forty million (UGX 240m) per year for the remainder of the contract. (Agreement Attached as annexure)
- (i) On 20th November 2013, an addendum was signed amending Article 2.2 of the contract between Ham Enterprises Ltd and the Board of trustees of Nakivubo War Memorial Stadium to provide that the private party *"construct lock up shops, indoor games and stadium offices along the boundary wall facing park yard market, construction of two netball pitches with covered seats, modern dressing rooms for ladies and washers and construction of a public toilets"* (attached as annexure)
 - (j) On 28th February 2014, the Public Procurement and Disposal of Public Assets Authority, upon a complaint by one of the unsuccessful party, wrote to the Board of Trustees, Nakivubo War Memorial Stadium clearing the contract entered into between Ham Enterprises and the Board of Trustees, Nakivubo War Memorial Stadium. (letter attached as annexure)
 - (k) On 18th February 2014, Kampala Capital City Authority approved the building plans for the projects proposed by Ham Enterprises. (plans attached as annexure)
 - (l) On 6th June 2014, the chairman, Nakivubo War Memorial Stadium wrote to Ham Enterprises reminding it to undertake the construction of the facilities agreed upon under the addendum. (letter attached as annexure)
 - (m) On the 6th June 2014 Ham Enterprises Ltd replied letter from the to the chairman, Nakivubo War Memorial Stadium dated 06th June 2014 in which it questioned why Nakivubo War Memorial Stadium was asking for the facilities, early in the contract, yet the agreement gives them a preparation period of 6 months and a construction period of 3 years. (letter attached as annexure)
 - (n) On 12th January 2015, the Managing Director, Ham Enterprises Ltd met H.E the President of Uganda and presented a proposal and revised designs for Nakivubo War Memorial Stadium for his guidance.
 - (o) On the 16th February 2015, H.E the President wrote to the Minister of Education and Sports directing that she considers the proposal by the Managing Director, Ham Enterprises Ltd with a view of entering into a Public-Private-Partnership for the renovation and construction of the whole stadium land. (letter attached as annexure)







- (p) On 31st March 2015, the chairperson, Nakivubo War Memorial Stadium wrote to the Minister of Education and Sports informing her that the Board of Trustees of Nakivubo War Memorial Stadium had contracted three firms, namely, Nterenfune Enterprises to build a modern 10,000-seater pavilion; Future Uganda is to construct an ultra-modern sitting stand at the Villa-Ki-Russia side and Bestin Limited to erect the two other stands.

Observations

1. Ham Enterprises Limited started constructing without approved building plans, making it difficult for KCCA to supervise the works and the quality of works could have been compromised.
2. Ham Enterprises Limited has constructed lock up shops and one netball court. The committee considers that the sports component of the agreement are not completed such as netball courts, the covered seats, modern dressing rooms for ladies and the construction of public toilets
3. Ham Enterprises Limited didn't comply with the approved building plans which had provided 4 entries and exits but only one (1) was constructed.
4. The Director, Ham Enterprises Limited duped the President that FIFA had banned Nakivubo War Memorial Stadium from hosting international sports activities yet this was not true. This was refuted by the Hon. Minister of State for Sports who informed the committee that Nakivubo War Memorial Stadium had never been banned.

Recommendations

The Committee recommends that:

1. ***Ham Enterprises Ltd in conjunction with the Board of Trustees of Nakivubo Stadium should develop a clear implementation schedule for the contracted works to ensure that the sports facilities are catered for within the construction period.***
2. ***Ham Enterprises should comply with the approved building plans by ensuring that the provision for 4 gates as per the approved building plan is addressed. KCCA and the Board of Trustees of Nakivubo should ensure compliance with the approved building plans.***
3. ***Government should go ahead with the redevelopment of Nakivubo Stadium with the four companies (M/S Ham Enterprises Ltd, M/S Bestin Ltd, M/S Nterenfune Enterprises Ltd and M/S Futureland(U) Ltd)contracted by the Board of Nakivubo Stadium to ensure timely delivery of the stadium.***

M/S BESTIN LTD, M/S FUTURE LAND (U) LTD AND M/S NTERENFUNE ENTERPRISES LTD

Findings

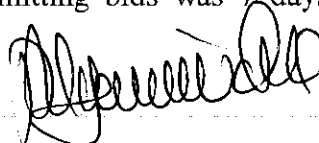
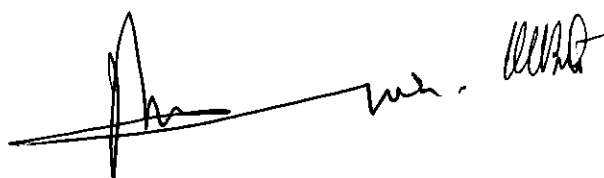
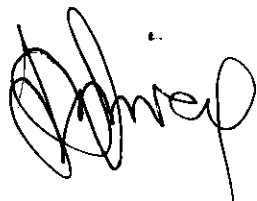
- (a) On 23rd June 2013, the Board of Trustees, Nakivubo War Memorial Stadium passed a resolution to undertake phases II and III of the reconstruction of the perimeter wall around Nakivubo War Memorial Stadium.
- (b) On 21st March 2014, the Board of Trustees, Nakivubo War Memorial Stadium advertised, in the Uganda Gazette an expression of interest calling interested firms to put in bids to partner with the board of trustees to reconstruct the Krussia side of the stadium. The advert required that the bids must be received by the 28th of March 2014. (advert attached as annexure)
- (c) The committee was informed that numerous firms responded to the advert by submitted their bids to the Board of Trustees of Nakivubo War Memorial Stadium, namely -
 - i. Bag Maxim Trading Company, submitted on the 24th March 2014,
 - ii. John Buyinza, submitted on 25th March 2014,
 - iii. Bestin (U) Ltd, submitted on the 25th March 2014,
 - iv. Future (U) Ltd, Submitted on the 25th March 2014,
 - v. Others Enterprises Ltd, submitted on 26th March 2014,
 - vi. Kiseka Market United Traders Ltd, submitted on 27th March 2014,
 - vii. Nterenfune General enterprises Ltd, submitted on the 27th March 2014,
 - viii. Ruudi Investments Ltd, submitted on the 28th March 2014, and
 - ix. Ecotech submitted on the 28th March 2014. (bid submission form is attached as annexure)
- (d) On 31st March 2014, the contracts committee of the Nakivubo War Memorial Stadium approved the prequalification of Bestin Limited, Nterenfune Enterprises Ltd and Future Land (U) Ltd .
- (e) On 7th April 2014, the board of trustees of Nakivubo War Memorial stadium, in compliance with Article 119 of the Constitution, submitted the agreements for Bestin Limited, Nterenfune Enterprises Ltd and Future Land (U) Ltd for Attorney General's clearance.
- (f) On 10th April 2014, the board of trustees of Nakivubo War Memorial Stadium informed Bestin Limited, Nterenfune Enterprises Ltd and Future Land (U) Ltd about the acceptance of their bids.
- (g) On 8th May 2014, the Solicitor General wrote to the board of trustees of Nakivubo War Memorial stadium clearing the contracts between itself and Bestin Limited, Nterenfune Enterprises Ltd and Future Land (U) Ltd for signature. (letter attached as annexure)
- (h) On 19th May 2014 and 27th May 2014, board of trustees of Nakivubo War Memorial stadium wrote to the Public Procurement and Disposal of Public Assets Authority seeking

guidance on the Public Private Partnership agreements for the construction works at Nakivubo War Memorial Stadium.

- (i) On 17th April 2015, the Solicitor General wrote to the chairperson, Nakivubo War Memorial Stadium allowing it to evict all occupants of plot 26 Park Yard since they were tenants by sufferance. The Solicitor General further concluded that since the Board had complied with all the necessary procedure in selecting and contracting the companies named above, the investors, namely, Bestin Limited, Nterenfune Enterprises Ltd and Future Land (U) Ltd should commence construction on their respective land, subject to requisite approval from KCCA.
- (j) The Board of Trustees of Nakivubo War Memorial Stadium entered in agreements with the following entities-
 - i. Future Land (U) Ltd on the 6th January 2015,
 - ii. Bestin Ltd on the 6th January 2015,
 - iii. Nterenfune General Enterprises Ltd on the 13th February 2015.

Observations

1. The agreements entered into between the Board of Trustees of Nakivubo War Memorial Stadium and Future Land (U) Ltd, Nterenfune Enterprises Ltd Bestin Ltd didn't contain the agreed undertakings. Although the Board of Trustees of Nakivubo War Memorial Stadium had argued that Future Land (U) Ltd was contracted to construct a modern covered sitting area and modern shopping complex with parking spaces along Namirembe Road: Bestin Ltd was contracted to upgrading the sitting area to modern covered seating pavilion and a modern commercial building complex with parking spaces: and Nterenfune to construct an ultra-modern gym, boxing area and parking spaces, upgrading the playing field to the latest FIFA standards, these details and specifications were not contained in the agreements. Further still, do not comprehensively address the obligations of both parties to the agreement.
2. That the procedure adopted by the board of trustees of Nakivubo War Memorial stadium in awarding this agreement was irregular and not in compliance with the Public Procurement and Disposal of Public Assets Act, 2003 as explained below-
 - (a) Advert was placed in the Uganda Gazette yet section 80 and the fourth schedule of the Public Procurement and Disposal of Public Assets Act, 2003 require that in open domestic bidding, the procuring entity must advertise the invitation for bids in a newspaper of wide circulation.
 - (b) The minimum bidding period as required under rule 46 of the Public Procurement and Disposal of Public Assets (rules and methods for procurement of supplies, works and non- consultancy services) regulations, 2014 was not complied with. Rule 46 requires that the minimum bidding period in open domestic binding as was used in the circumstance is fifteen days. In the circumstance, the gazette was advertised on the 21st March 2015 and the deadline for submitting bids was 7 days later, not the mandatory 15 working days.



3. Members of the Contracts and Evaluation Committees of Nakivubo War Memorial stadium were not conversant with procurement laws and process.
4. That the terms of the contract between Nterenfune and Nakivubo War Memorial stadium are unfair and did not offer value for money. The contract term was set at 30 years yet the rest of the agreements term's terms are set at 15 years. Furthermore, Nterenfune Enterprises is required to pay consideration of about forty Million per annum compared to the over two hundred Million payable by the other contracting parties.
5. Whereas, the Solicitor General advised that a joint project implementation committee be appointed to oversee the execution of the contracts activities as well as serve as an avenue for regular consultations between the parties, this was not put in place by the Board of Nakivubo Stadium.
6. Whereas the procurement process for the redevelopment of the Stadium could have had some minor irregularities, this does not warrant termination of three contracts entered into between the Nakivubo Stadium and the three companies: M/S Bestin Ltd, M/S Nterenfune Enterprises Ltd and M/S Futureland Ltd. The procedural errors cannot be visited on the contractors. There was no proof of any collusion between the Board and the Contractors. Any attempt to terminate the said contracts would colossal sums of money in compensation to the contractors.

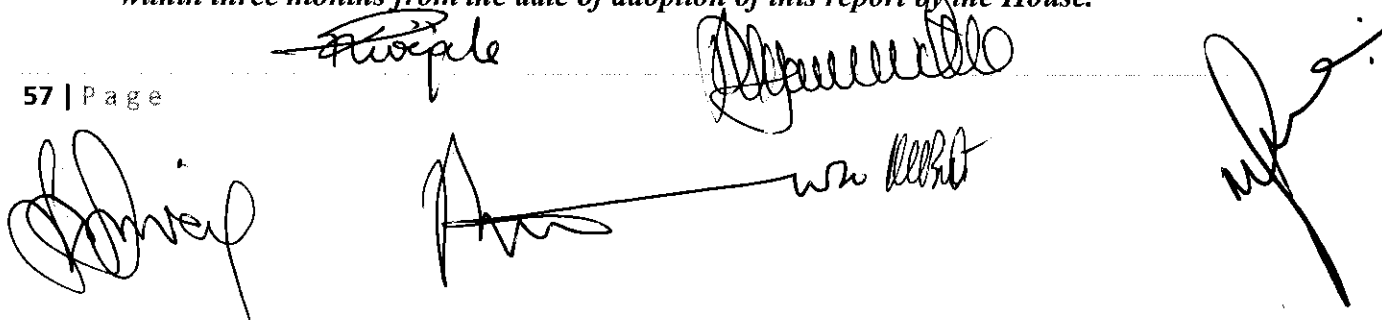
Other findings and observations on Nakivubo Stadium

1. During a site visit of the stadium, the committee established that a sizeable part of the stadium land was/ is occupied by a number of tenants. These include Kalita Bus Services, vendors of Par Yard Market and container owners. The continued existence of these tenants on Stadium land has partly affected the commencement of construction works by M/S Bestin Ltd, M/S Nterenfune Enterprises Ltd and M/S Futureland (U) Ltd.
2. In his letter dated 17th April 2015 (Attached as annexure 3) the Solicitor General advised the Board of Trustees of Nakivubo War Memorial Stadium that the occupants of Park Yard Market on Plot 26 and part of Plot 28 were illegally occupying the said land. He noted that since the occupants of park yard were tenants by sufferance, they could be evicted at any time with or without notice.
3. Nakivubo War Memorial Stadium is in a sorry state with no clear and sustainable source of revenue. The redevelopment of the Stadium in partnership with the said developers will help in uplifting the Stadium to international standards.

Recommendations

The Committee recommends as follows-

1. ***The Minister of Education, Science, Technology and Sports should disband the current Board of Trustees of Nakivubo War Memorial Stadium and appoint a new Board within three months from the date of adoption of this report by the House.***

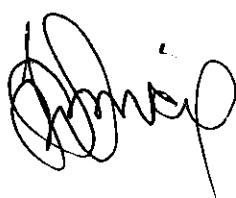


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2. *The IGG should investigate the current members of Board of Trustees of Nakivubo War Memorial Stadium to ascertain whether crimes were committed by them in executing their mandate during the process leading to the award of contracts to Ham Enterprises Ltd, Nterenfune Enterprises Ltd, Bestin Ltd and Future Land (u) Ltd.*
3. *The Attorney should review the contracts entered into between the Nakivubo Stadium and the four companies: M/S Ham Enterprises Ltd, M/S Bestin Ltd, M/S Nterenfune Enterprises Ltd and M/S Futureland Ltd with the view to streamlining the contract duration, implementation modalities and monetary obligations therein.*
4. *All the tenants on Nakivubo Stadium land should be evicted to pave way for the redevelopment of the stadium.*
5. *A joint Project Implementation Committee should be established comprising of representatives from all the contractors, Chief Government Value, Attorney General and the Board of Trustees of Nakivubo War Memorial Stadium to oversee the execution of contracts for the redevelopment of the stadium.*
6. *In future, the Attorney General should interest himself in the finer details of contracts of Government entities before clearing them.*

General Observations and Recommendations

- 1) Whereas the Uganda Land Commission is mandated under Article 238 of the Constitution of Uganda and the Land Act Cap 227 to keep custody of public land in public trust, and sell, lease or otherwise deal with the land otherwise held by it, this mandate/authority should be exercised reasonably and in good faith. It was evident throughout the inquiry that this mandate has been blatantly abused over the years. In almost all the leases granted by ULC and reviewed by this Committee there was no justification whatsoever for giving away school land that the founders of these schools had secured for future development needs of these educational institutions. Instead of protecting public land, ULC either abetted irregular transactions or initiated such illegal transactions. ULC has turned into a land give-away institution instead of protecting public land for posterity.
- 2) The competence of the ULC was found questionable. It was apparent that ULC lacks the capacity to oversee the execution of the leases entered into with various developers. Little or no inspection is done, thus giving the unscrupulous developers/investors the latitude to violate the lease terms – including leases within Kampala City. The Committee takes great exception to the seemingly deliberate refusal by ULC to terminate the leases whose terms have been violated.







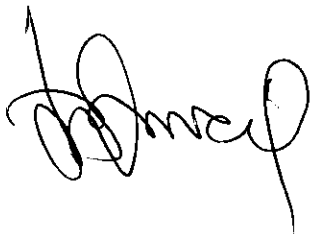

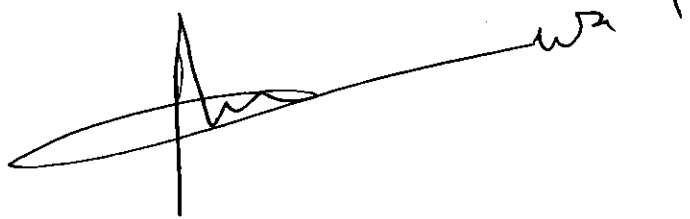
- 3) The Committee was also concerned by the double standards and indifference exhibited by the senior management of KCCA in regard to protecting public interest in land matters and approval of building plans. For instance, little effort was done to forestall the demolition of Nabagereka P/S but the same Authority Official quickly authorized Boost investments to erect a fence on the same school land immediately after its demolition. The same Senior Management (for unknown reasons) refused to approve the architectural plans for JIMMA Properties for the development of Plot 17 even when the latter had complied with the set term/requirements. The same Authority allowed Ham Enterprises to proceed with construction works when some of the conditions had not been met by the latter.

The Committee recommends that:

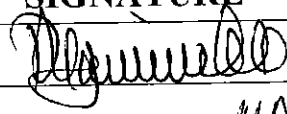


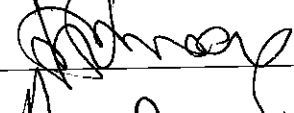
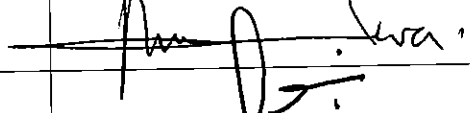
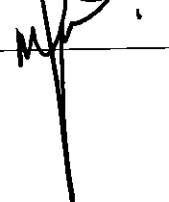
- i) Government should ensure that all public schools land is surveyed, titled and registered in the names of the respective schools.***
- ii) Government should develop and table before Parliament guidelines on the disposal of public land within six (6) months from the date of adoption of this report by the House.***
- iii) Government should impose a moratorium on the disposal of public land until the above guidelines are developed and tabled before Parliament.***
- iv) Government should carryout an audit of all public land within eight (8) months from the date of adoption of this report by the House.***
- v) The Inspectorate of Government should interest itself in the ascertainment of the unnecessary delays in the approval of building plans by KCCA.***
- vi) Government should consider granting School Management Committees Corporate status to leverage them in the protection of their proprietary interests.***
- vii) Uganda Land Commission should not renew or extend any lease were the lessee has not complied with the terms of the lease.***
- viii) All the relevant Government agencies on whom recommendations have been made in this report, except were provided specifically provided, should report to the House on the status of the implementation of the said recommendations within six (6) months of adoption of this report.***

3.0 CONCLUSION

The findings of the Select Committee leave no doubt that the process of disposing of Government land; particularly public schools land was highly flawed. The Uganda Land Commission and other public officials who are mandated to protect and manage such government assets in the interest of the citizenry for posterity have, instead been perpetrators of fraudulent land transactions and give-away. The Committee therefore calls for an urgent review of the mandate and restructuring of the Uganda Land Commission, and the institution of stringent regulations aimed at protecting public land generally.



**ENDORSEMENT OF THE REPORT OF THE SELECT COMMITTEE
INQUIRING INTO THE TAKEOVER OF LAND FORMERLY
BELONGING TO PUBLIC SCHOOLS IN KAMPALA CAPITAL CITY
AUTHORIT (KCCA)**

No.	NAME	PARTY	SIGNATURE
1.	Hon. Migadde Robert Ndugwa	NRM	
2.	Hon. Wadri Kassiano Ezati	FDC	
3.	Hon. Kabaale Kwagala Olivia	NRM	
4.	Hon. Niwagaba Wilfred		
5.	Hon. Mulindwa Patrick	NRM	
6.	Hon. Mpuuga Mathias	IND	



PARLIAMENT OF UGANDA
Speaker's Chambers

PARLIAMENT HOUSE

P.O. BOX 7178
KAMPALA, UGANDA

Tel: (+256) 414 346 806
(+256) 414 377 100
(+256) 414 377 000
Fax: (+256) 414 231 296

AB 199/199/01

20th March 2015

Hon. Migadde Robert Ndugwa	MP Buvuma Islands County (Chairperson)
Hon. Wadri Kassiano Ezati	MP Terego County
Hon. Kabaale Kwagala Olivia	MP Woman Rep. Iganga District
Hon. Niwagaba Wilfred	MP Ndorwa County East
Hon. Mulindwa Patrick	MP Kasambya County
Hon. Mpuuga Mathias	MP Masaka Municipality

**RE: TERMS OF REFERENCE TO THE SELECT COMMITTEE TO
INVESTIGATE THE TAKE OVER OF LAND FORMERLY BELONGING
TO PUBLIC SCHOOLS IN KAMPALA CAPITAL CITY AUTHORITY**

Following the debate in Parliament on Wednesday 4th February 2015 touching on the takeover of land formerly belonging to public schools in Kampala Capital City Authority, it was resolved that a select committee to investigate the matter be constituted. In that regard, you have been appointed to serve on the above committee in accordance with the Rules of Procedure of Parliament.

I have designated Hon. Migadde Robert Ndugwa MP Buvuma Islands County (NRM) as Chairperson of the Committee.

The terms of reference of the select committee are to inquire into:

1. The circumstances surrounding the takeover of land formerly belonging to public schools in Kampala Capital City Authority specifically Nabagereka Primary school;
2. Whether the takeover transaction was in accordance with the laid down laws and procedures;
3. Whether appropriate mitigating measures were put in place to cater for the affected students and teachers; and

4. Make appropriate recommendations to Parliament.

You are requested to commence this assignment as soon as possible and report back to Parliament by Thursday 7th May 2015.



Rebecca A. Kadaga (MP)

SPEAKER

- C.C. Rt. Hon. Deputy Speaker
- C.C. Rt. Hon. Prime Minister
- C.C. The Government Chief Whip
- C.C. Leader of the Opposition in Parliament
- C.C. The Clerk to Parliament

Telegram: "EDUCATION"

Telephone: 256-41-234451 - 3

E-mail: www.education.go.ug

Fax: 256-41-234920



3

Ministry of Education and
Sports
Embassy House
P.O. Box 7063
Kampala, Uganda

In any correspondence on

This subject please quote: ADM/48/239/03

15th May 2014

The Executive Director,
Kampala City Capital Authority
P.O.Box 7010
KAMPALA, UGANDA.

Re: **THREAT TO EVICT NABAGEREKA PRIMARY SCHOOL**

Your letter dated 19th February 2014, our copies to you on the numerous letters written to the Chief Executive Officer, Buganda Land Board and the one to the Solicitor General, Ministry of Justice and Constitutional Affairs, refer.

All the copies to you were intended to keep you abreast with the steps taken towards salvaging the school.

However, Ajungule and Company Advocates have continued to address to you threatening notices for vacations.

You are therefore, advised to refer Ajungule and Company Advocates to address their notices to vacate Nabagereka Primary School to the Permanent Secretary, Ministry of Education and Sports. Ajungule and Company advocates will therefore, know that the Solicitor General will have to provide guidance to the Ministry of Education and Sports since the school they want to evict is a Government Aided School.

The Solicitor General has already been notified of this unfortunate development where selfish individuals do not care about the hundreds of pupils from poor families that access education from this school.

The guidance from the Solicitor General will be communicated to you.

Dr. Rose Nassali Lukwago
PERMANENT SECRETARY

C.C: Private Personal Secretary, Presidents' Office
" The Inspector General of Police
" Minister of Lands and Mineral Development

- " Member of Parliament, Kampala Central
- " The Chief Executive Officer, Buganda Land Board
- " Ajungule and Company Advocates
- " Chairman, School Management Committee, Nabagereka Primary School

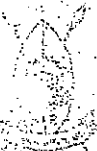


REF: ED/KCCA/503

13th May, 2014

The Managing Director
Boost Investment Limited
P.O. Box 30172
KAMPALA

BUGANDA LAND BOARD



14 MAY 2014

Diana Rose
SECRETARY

RE: NABAGEREKA PRIMARY SCHOOL

Reference is made to the above subject.



Following our meeting held today wherein it was agreed to extend the timeframe for relocating Nabageeka Primary School to the 31st of December 2014 in order to accord ample time for the same; this is to request you to make a written undertaking in regard to the said commitment.

J Somakula Muelal

J Somakula Muelal
EXECUTIVE DIRECTOR

Copy: Executive Director, Buganda Land Board
Deputy Executive Director
Ag. Director Education and Social Services

OMU

H 5

THE REPUBLIC OF UGANDA

IN THE MATTER OF UNDERTAKING TO RESCIND THE NOTICE TO VACATE PREMISES
COMPRISED IN LEASEHOLD REGISTER VOLUME 4477 FOLIO 17 LAND OCCUPIED BY
NABAGEREKA PRIMARY SCHOOL

UNDERTAKING TO RESCIND THE NOTICE TO VACATE PREMISES COMPRISED IN
LEASEHOLD REGISTER VOLUME 4477 FOLIO 17 LAND OCCUPIED BY NABAGEREKA
PRIMARY SCHOOL

Following a meeting held at the Kampala Capital City Authority Boardroom (Legal Department) between
Ms Boost Investments Limited and representatives of the Kampala Capital City Authority (KCCA) on the
13th of May, 2014 at the instigation of the latter.

In consideration of the Kampala Capital City Authority agreeing to provide security during the process of
opening up of boundaries and or erecting the chain link fence for purposes of clearing illegal
developments on the said land, we Ms BOOST INVESTMENTS LTD Of P.O.Box 30172, Kampala
are agreeable to the extension of the period for the relocation of Nabagereka Primary School by KCCA up
to 31st December, 2014, implying that there shall be an automatic entry onto the premises by ourselves.

Ms BOOST INVESTMENTS LTD, hereby undertakes not to interfere with the smooth and daily
running of the school until vacant possession is given on the 31st December, 2014. and that this
undertaking shall remain unrevoked as long as KCCA and or its officials respect the proposals of the 13th
May, 2014 meeting extending the time frame for relocating Nabagereka Primary School shall remain in
force and upon discharge of our liability (if any) as shall justify and properly arise from this undertaking.

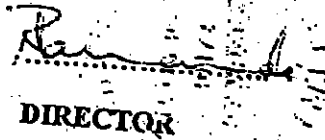
SIGNED AND DELIVERED AT KAMPALA

By the said Ms BOOST INVESTMENTS LTD

P.O.BOX 30172 Kampala

This day of 2014


DIRECTOR


DIRECTOR

In the presence of

Drawn by:

AJUNGULE & CO. ADVOCATES,

PLOT 2, PARLIAMENT AVENUE JUMBO PLAZA,

MEZZANINE FLOOR SUIT M1.3,

P.O.BOX 28634, KAMPALA


ADVOCATE

I CERTIFY THAT THIS IS
THE EXHIBIT ANNEXTURE
MARKED... ON THE
AFFIDAVIT OF...
SWORN AT...
ON...
COMMISSIONER FOR OATHS

6

1
SAS/FA

Please draft a letter
to Buganda Land Board
requesting them to reverse
their actions in consideration of

REF: ED/KCCA/503/10

9th December, 2014

The Permanent Secretary
Ministry of Education and Sports
P.O.BOX 7063
KAMPALA



the less
privileged
parents and
pupils who
benefit from the
services of the
school.
M/S/KCCA should
be granted⁹ please
to the land.

RE: EVICTION OF NABAGEREKA PRIMARY SCHOOL

Blank-PS/ES

12/12/2014

The above subject refers.

Nabagereka Primary school is a Government founded Primary School, providing Universal Primary Education to 436 less privileged children from and around Kisenyi. Government established this school in 1972 and has since invested colossal sums of money into the school.

II
AS/FA,
Please
handle.

The school is under the supervision and monitoring of Kampala Capital City Authority but threatened for eviction by a private investor, M/S Boost Investments Ltd, on the 31st December 2014.

AS/FA,
15/12/14
Received on
23rd Jan
2015

The back ground to the threatened eviction is that the Buganda Land Board, the controlling Authority over the land, granted a lease of 99 years to Boost Investments Ltd without consulting the Ministry of Education and Sports or KCCA or giving the first option to lease the land, as the tenant in occupation. KCCA

7

Our Ref: JBM/2222/SK

Your Ref:

14th May, 2014

The Office of the Executive Director

Kampala Capital City Authority

Attn: Mr. Charles Ouma



Dear Madam/Sir,

RE: NABAGEREKA PRIMARY SCHOOL

Reference is made to yours dated 12th May, 2014 regarding the above subject matter.

We also make mention to a permission to erect a chain link fence around our clients' above land dated 8th May, 2014.

As agreed in the meeting of 13th May, 2014 convened by yourselves, we request that you provide enforcement during the process of opening up boundaries and or erecting the chain link fence to free the land of encroachers.

Hoping for an affirmative response.

Yours Sincerely

AJUNGULE & COMPANY ADVOCATES

Cc: Client

Cc: Katikiro

Cc: Minister of Lands, Housing and Urban Development

Cc: Permanent Secretary, Ministry of Education and Sports

Cc: CEO Buganda Land Board

Cc: School Management Committee, Nabagereka Primary School

Cc: Commandant, Kampala Metropolitan Police

Cc: Ag. Director Physical Planning, KCCA

8th May 2014

M/s Boost Investments Limited
P. O. Box 30172
KAMPALA

**PERMISSION TO ERECT A CHAIN LINK FENCE AROUND PLOT 1049 BLOCK 12
KISENYI, CENTRAL DIVISION**

Refer to your application dated 22nd April 2014 regarding the above mentioned subject.

Permission is granted to fence your land subject to the following specific conditions;

1. Open boundaries of the plot in question to avoid encroachment into the road reserves.
2. Your fence shall be a chain link mounted on concrete poles at a spacing of 3 meters well fixed in approved concrete bases.
3. You shall not consider this permit to construct the fence as permission to carry out development on the site and therefore you should ensure to furnish KCCA with a site plan for any future proposed development for our review.
4. You shall make good of any damages that may be caused to any underground utility service lines that could not be identified at the time of design and start of the works.

The above work shall be done subject to the following general conditions:-

1. The Authority shall be indemnified from any accidental damages and/or losses to property and lives incidental to the said works and the client and contractor(s) shall both individually and severally be liable for any such occurrences.
2. Pay inspection fee of Ug. Shs. 100,000/= (Shillings One hundred thousand) only plus VAT in the designated bank before any work starts.
3. This permit shall be valid for a period of 6 (six) months from the date of issue of this permit.
4. Ensure dustproof and noise proof environment to the neighboring areas.

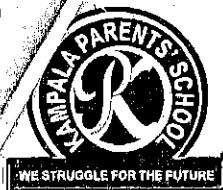
5. Ensure that all site debris is disposed in an environmentally acceptable manner and make good other damages arising from the said works.
6. No other works, apart from those authorized by this permit shall be permitted without obtaining further permission from the Authority.
7. The Authority shall be indemnified from any complaint(s) and conflict(s) that may arise as result of these fencing works being carried out.
8. The Authority shall not permit generation of excessive and disruptive noise from execution of the work.
9. The Authority reserves the right to revoke this permit any time in case of breach of any of the above stipulated provisions and any other provision in the building rule.

Please keep in touch with this Office and that of the Area Building Inspector for further guidance and supervision.


Atwine K. Moses
AG. DIRECTOR PHYSICAL PLANNING

cc: Town Clerk Central Division
cc: Supervisor Development Control
cc: Building Inspector

KCCA/DPP/DC/008



KAMPALA PARENTS' SCHOOL 2004

(Premier Academy Ltd.)

P. O. Box 3673, Kampala - Uganda, Tel: 0752-711 913, 0752-711 911

17-25 Saddler Way, Naguru.

E-mail: info@kampalaparentsschool.com

21st August, 2013

Hon. Charles Bakabulindi
The Minister of Education In-charge of Sports
Ministry of Education & Sports
Kampala.

Dear Sir,

RE: REQUEST FOR A NO OBJECTION TO ACQUIRE LAND COMPRISED IN PLOT NO. 8-12, SADDLER WAY, NAGURU (FOR SPORTS & RECREATION USAGE).

Reference is made to the above subject matter.

We have been utilizing the above said land for a period of more than 10 (ten) years now as a sports field for our pupils. We have over the said period paid for the maintenance of the said grounds but we feel that there is a need to develop the said ground further into a modern sports facility and recreation center with showers and toilets, pavilion, racetracks among other improvements for not only our pupils but for the benefit of the neighboring school as well.

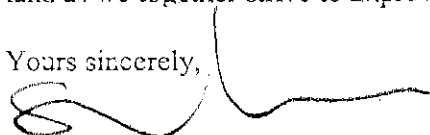
We are unable to develop the said grounds unless we can obtain ownership of the same not least because of the large amounts of investment that would be required but also for us to be able to assert some sort of responsibility on its maintenance.

We have already acquired a No Objection from the Minister of Presidency and In-Charge of Kampala Capital City as per his letter dated 20th August, 2013 and here attached for your perusal. As one of the major stake holders we felt that it would be good for us also to seek for your views in as far as acquisition and utilization of this facility for Sports and recreation center is concerned.

Our ownership will not prejudice the continued use of the sports field and we will not limit access of the sports grounds to the neighboring schools like Kololo Senior Secondary School.

Our request therefore is that you kindly grant us a NO OBJECTION to the acquisition of the said land as we together strive to improve the sports facilities in the country.

Yours sincerely,


Dr. Sudhir Ruparella
Director

Cc. The Chairman, Uganda Land Commission.
Cc. The Secretary, Uganda Land Commission.
Cc. The Commissioner, Land Registration



10

Telegram: "EDUCATION"

G/Line: 0414- 256700

Fax: 340429



THE REPUBLIC OF UGANDA

Office of Minister of State for Education &
Sports (Sports)
Embassy House
P.O. Box 7063
Kampala- Uganda

In any correspondence on
This subject please quote No. MS/S/22

2nd September, 2013

The Directors
Kampala Parents School 2004
P.O Box 3673
KAMPALA

Attn: Dr. Sudhir Ruparelia

RE: REQUEST FOR A NO OBJECTION TO ACQUIRE LAND COMPRISED IN PLOT NO. 8-12, SADDLER WAY, NAGURU (FOR SPORTS & RECREATION USAGE).

We are in receipt of your letter dated 21st August 2013 even referenced (**MoP/01**) regarding the above subject matter.

Your efforts to develop the said land into a modern sports complex and recreation center are commendable and worth supporting. I have "**NO OBJECTION**" for your acquisition of the said land, except to emphasize that the land should be used STRICTLY for sports and recreation purposes in order to promote sports development in Uganda.

The Ministry of Education and Sports further emphasizes that you continue to grant access to the sports grounds to the neighboring schools and accordingly recommend you to the relevant authorities for grant of the application for a lease on the said land as earlier on recommended by the minister for the presidency and Kampala Capital City in his letter attached to your letter to me which I have read and have **No Objection** too.

This is therefore to inform you that you should strictly follow the guidance of the Minister for the presidency and ensure that Kampala Capital City Authority is involved in approvals for the development plans on the said land and consult whoever is concerned.


Hon. Charles Bakkabulindi (MP)

STATE MINISTER FOR EDUCATION IN-CHARGE OF SPORTS

Copy: The Chairman, Uganda Land Commission.
" The Secretary, Uganda Land Commission.
The Commissioner, Land Registration

Telegram: "EDUCATION"
Telephone: 234451/8
Fax: 234920



Ministry of Education & Sports
Embassy House
P.O. Box 7063
Kampala, Uganda

In any correspondence on
This subject please quote No. ADM/95/21/01

4th December 2013

The Solicitor-General
Ministry of Justice and Constitutional Affairs
KAMPALA

Attn: The Director-Civil Litigation

LEASING OF PLOT 8 - 12 SADLER WAY, NAGURU TO KAMPALA PARENTS' SCHOOL (2004) PREMIER ACADEMY LIMITED)

Reference is made to our meeting (Mr. Gashirabake/Dr. Nasali and others) this morning in your boardroom during which we discussed the above issue.

I also refer to our earlier letter of even reference dated 21st October 2013 in which we requested you to stay clearance of the lease wrongfully obtained by Kampala Parents' School on the above land.

I wish to reiterate that Kampala Parents' School has never been a sitting tenant on the land. They, like any other schools in the area, were allowed to use the facility as and when it was available. The claim by them that they were tenants was a misrepresentation meant to fraudulently support their lease application to Uganda Land Commission.

The Ministry has plans to develop the land into a modern sports facility to be used by Kololo S.S. and other schools within the area (including Kampala Parents' School). Indeed Kololo S.S. had partially developed a Volley ball and a rugby pitch which are operational. The Ministry also recently made Physical Sports Education a compulsory subject and it is a requirement for schools to have sports grounds for the purpose. To this end, the Ministry has allocated funds under the Primary and Physical Education Departmental budgets for sports development. Kololo S.S. is among the beneficiaries.

The above facts therefore render it extremely difficult for us to accept the lease offered to Kampala Parents' School on the above school land. This would in itself tantamount to frustrating a government programme that cost money and time to develop. Besides, it sends wrong signals to our Development Partners who have supported us in this endeavor.

The purpose of this letter therefore is to reiterate the above issues and request you to inform the Secretary Uganda Land Commission accordingly. As agreed in the meeting, Uganda Land Commission should be required to cancel the lease offer to Kampala Parents' School on the basis of misrepresentations.

Nasali
Dr. Nasali Rose Lukwago
PERMANENT SECRETARY

c.c. The Hon. Minister of Education & Sports,
The Inspector General of Government,
Inspectorate of Government, Kampala

The Permanent Secretary/Secretary to the Treasury
Ministry of Finance, Planning and Economic Development

The Secretary
Office of the President

The Resident City Commissioner
Kampala

The Chairman
Board of Governors, Kololo S.S.S

The Headteacher
Kololo S.S.S

14

PRESTIGIOUS APARTMENTS LIMITED
P.O.BOX 9011 KAMPALA

The Division Education Officer
Central Division Council
P.O.Box 7010
Kampala.

9/08/2010

Dear Sir/Madam,

**RE: EXPRESSION OF INTEREST IN LAND AT NAKASERO PRIMARY
SCHOOL**

We write to introduce ourselves to you, as well as present our request for the interest we have in acquiring land at Nakasero primary school, a school that falls under your direct supervision and jurisdiction.

We are M/s Prestigious Apartments Ltd, a limited liability company that deals in property and Real estates established management.


We have in our routine work, identified two pieces of land closely adjacent to Nakasero Primary play ground, and we have interest in applying for this land for development of some office blocks for public use.

As you may know, the process of acquisition of land calls for the need to consult concerned parties in the matter. We believe that since the school is in your Division, there is need to consult with you on the matter in question.

Our intention is to enter into a public private partnership with the school, and therefore request for your no objection to our intentions of acquiring this land through the laid out process by the Uganda Land Commission.

Looking forward to your positive ~~consistive~~ consideration of our request.

Yours faithfully



DIRECTOR
M/S PRESTIGIOUS APARTMENTS

Cc: The City Director of Education
The Chairman Kampala Central Division
The Area Land Committee Kampala Central Division
The Headmaster Nakasero Primary school.



City Council of Kampala

E-mail: klacentral@africaonline.co.ug

Our Ref:

Your Ref:

13th August 2010

✓ Prestigious Apartments Ltd
P.O.Box Box 9011,
Kampala.

Dear Sir,

RE: EXPRESSION OF INTEREST IN LAND AT NAKASERO PRIMARY SCHOOL

Reference is made to your letter of 9th August 2010 expressing interest in acquiring land adjacent to Nakasero primary school.

This is to inform you that the Division Department of Education, under which this school falls, has no objection to your intentions of acquiring this piece of land from Uganda Land Commission.

We however wish to advise that all other relevant stakeholders be consulted and informed of your intentions to enter into this public private partnership with the school.

Yours

Night Alice

For: Division Education Officer

Cc: The City Director of Education and Sports, KCC.
The Chairman, Kampala Central Division
The Area Land Committee Kampala Central Division.
The Headmaster Nakasero Primary school.

TELEPHONE

ADMINISTRATION 041-230857

FINANCE: 041-258411

GENERAL 041-231440/
041-231551

16

CHAIRMAN- 235884
SECRETARY- 235875
GENERAL - 235885
Fax No. 0414251681



UGANDA LAND COMMISSION
P.O.BOX 36408
Kampala - Uganda

THE REPUBLIC OF UGANDA

Our Ref: ULC/122

16th August 2010

The Permanent Secretary,
Ministry of Education and Sports,
Kampala.

RE: LAND AT NAKASERO ADJACENT TO NAKASERO PRIMARY SCHOOL

We have received an application from Prestigious Apartments Ltd of P.O. Box 9011, Kampala for the above mentioned parcel, for purposes of putting up a Modern Residential Apartments.

The land belongs to Uganda Land Commission and had been reserved for use by the school. The applicants state that they intend to enter into a Public Private Partnership agreement with the management of the school that should be agreeable to both parties plus your Ministry.

The purpose of this letter is to request you to give your express opinion as to whether the Commission could allocate the land for the aforesaid purposes. Please send me this information to enable me guide the Commission accordingly.

K.S.B Mubbala

SECRETARY UGANDA LAND COMMISSION

Cc. Chairman, Uganda Land Commission

17

Had a Title - 31/03/15
by Hon. Isaac Lwiza Theodore



THE REPUBLIC OF UGANDA

ULC/151/4275

LEASEHOLD REGISTER

Volume 4145 Folio 15

REGISTRATION OF TITLES ACT

CERTIFICATE OF TITLE

DESCRIPTION OF LAND

The Leasehold land edged red on the plan attached hereto and situate and known as follows:-

PLOTS
Street Number: 34A¹ KYADONDO ROAD AND 5C HACKINON ROAD
Road Name:
Township/Municipality/City: KAMPALA
District: KAMPALA
Area: APPROX. 0.657 HEC.

TERM from 1ST SEPT. 2010 for 5 years and months
at the rent and subject to the covenants and conditions contained or implied in Lease
Number bound up herewith and to the incumbrances (if any) entered in the
Incumbrance Register.

Easements

PROPRIETORSHIP

Date, time and Inst. No.	Name and Address of Proprietor	Signature of Registrar
REG. 29.10.2010 AT 4.20 P.M. INST. 438357	PRESTIGIOUS APARTMENTS LIMITED OF P.O. Box 9011, KAMPALA	

Date of issue: 29TH OCTOBER, 2010

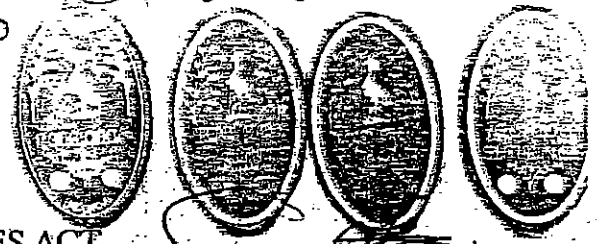
REF. JLG/ 151/4275

MINUTE REF. WIT. 13/2010(a)(300) of 19/3/2010

UGANDA

THE REGISTRATION OF TITLES ACT.

LEASE BY DISTRICT LAND BOARD



UGANDA REVENUE AUTHORITY
DOMESTIC TAXES DEPT.

28 OCT 2010
CROSSING OFFICER
STAMP DUTY SECTION
RECEIVED

This Lease made the

day of

under and subject to the Law and rules made/saved thereunder

BETWEEN

UGANDA LAND COMMISSION

a body incorporated by the Land Act (hereinafter called

PRESTIGIOUS APARTMENTS LTD OF P.O. BOX 9011,

"the Lessor") of the one part, and

KAMPALA

(hereinafter called "the Lessee/s") of the other part WITNESSETH as follows:—

1. In consideration of the sum of Shillings **ONE HUNDRED TWENTY MILLION**

Lessor by the Lessee/s on or before the execution of these presents (the receipt whereof the Lessor doth hereby acknowledge) and also in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained on the part of the Lessee/s to be observed and performed, the Lessor hereby demises unto the Lessee/s ALL THAT piece of land in the Municipality of **Kampala** and known as

Block **Plot 344** **Kyadondo Road** and **Madison Road** measuring approx. **0.657 hectares**

as the same is more particularly delineated on the plan annexed hereto and thereon edged with red (hereinafter called "the said land") TO HOLD the same unto the Lessee/s (as joint tenants/tenants in common in

) for a term of **5** years and **months** from the **1st**

day of **September** the year **2010**

YIELDING AND PAYING therefor during the said term the yearly rent of

Shillings **Six million**

(Shs. **6m/-**) payable by two equal half-yearly payments in advance on the first day of January and the first day of July in every year.

2. THE LESSEES HEREBY JOINTLY AND SEVERALLY COVENANT with the Lessor as follows namely:

(a) to observe and perform all the conditions and covenants implied by law in this lease or otherwise herein contained or referred to,

(b) to erect on the said land buildings (hereinafter called "the said buildings") of a value of not less than Shillings—

(Shs. — — — — —) in accordance with plans and specifications which shall be approved by the Lessor,

UGANDA REVENUE AUTHORITY
DOMESTIC TAXES DEPT.
STAMP DUTY
28 OCT 2010
RELEASED

4. When the Lessee/s shall have complied with the building covenant herein and if there shall not at the time be any existing breach or non-observance on the part of the Lessee/s of any of the covenants and conditions in this lease whether expressed or implied the said term shall be enlarged to 49 years and months from the said 1st day of September the year 2010 automatically and this lease shall thenceforth be read and construed as if the said term of 49 years and months had been originally granted hereby.

IN WITNESS WHEREOF the common Seal of the Lessor has hereunto been affixed and the Lessee/s has/have hereunto set his/her/their hand/s caused his/her/their common Seal to be affixed hereto the day and year first above written.

The COMMON SEAL of the Lessor was hereunto affixed in the presence of us:—

CERTIFIED Memorial of the instrument registered in				
LRV	4	1	4	5
			1	5
of the Register Book				
COMMISSIONER, LAND REGISTRATION				

UGANDA LAND COMMISSION

J. S. MAYANJA — NKANGI

Chairman

K. S. B. MUBALA

Secretary

SIGNED by the said

The Common seal of the said: **PRESTIGIOUS APARTMENTS LTD** is hereto affixed in the presence of—

AUTHORISED WITNESS—

Name

Address

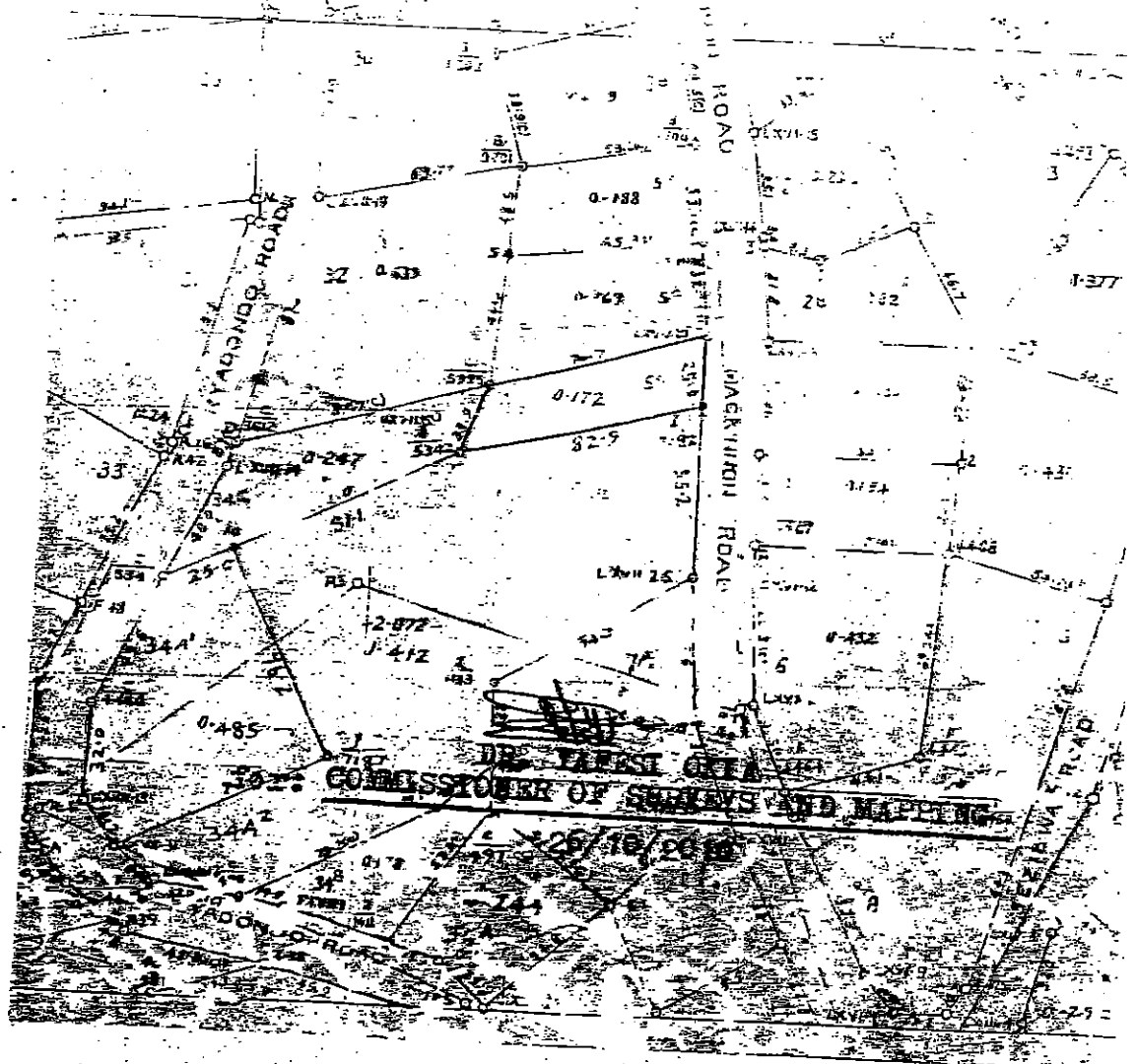
Occupation

Director

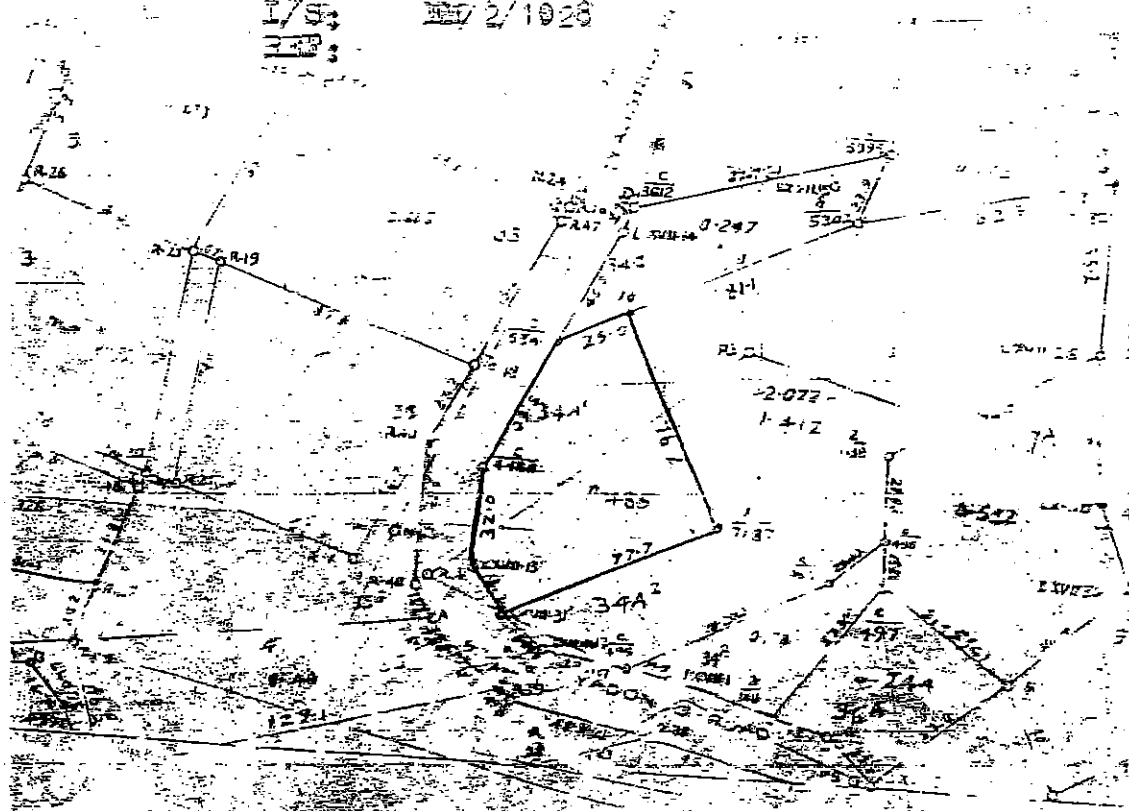
Secretary

DRAWN BY:—
The Government Conveyancer,
Office of Titles,
P.O. Box 7061,
Kampala

Inst No <u>438357</u>	PROCEED
Index for Registration	29/10/10
4/20 29/10/2010	C.L.P


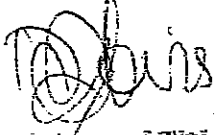


Scale: 1:2,500
I/S: 2/10/20
R/S:



For: COMMISSIONER OF SURVEYS AND MAPPING
26/10/2010

INCUMBRANCES

Date, time and inst. No.	Particulars	Signature of Registrar
7.4.2011 1.33A.M. 6262	<p>MORTGAGE TO: </p> <p>COLLATERAL LEGAL MORTGAGE TO:</p> <p>CRANE BANK LIMITED OF P.O. Box 22572, KAMPALA</p>	 Registrar of Titles

18



City Council of Kampala

E-mail: klacentral@africaonline.co.ug

Our Ref:

Your Ref:

CENTRAL DIVISION

P. O. Box 7010
Kampala, Uganda

TELEPHONE

ADMINISTRATION:

FINANCE:

GENERAL

041-230857

041-258411

041-2314407

17th February 2011

The Education Officer
Kampala Central Division

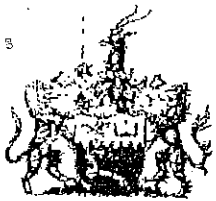
RE: ACTION MEMO

Arising from the Minutes of the Council that was held on the **11th February 2011** under the Minute **KCDC/EDUC/MIN:6/2/2010/11** Education and Sports Committee, the recommendation of a no objection to the development of the Plot.34 A in Nakasero Primary School play ground by M/s Prestigious Apartments.

This is therefore to request you to communicate to the concerned Stakeholders of the decisions of a no objection to the developments by M/s Prestigious Apartments.

Okau Mark

Clerk to Council- KCD



City Council of Kampala

E-mail: klcentral@africaonline.co.ug

Our Ref: Speakers' Office

Your Ref:

CENTRAL DIVISION

P. O. Box 7010
Kampala, Uganda

TELEPHONE

ADMINISTRATION:

041-230857

FINANCE:

041-258411

GENERAL

041-231440/

041-231551

Friday, 7th February, 2011

The I. C III Chairperson -Kampala Central Division

Members of the Executive

The Deputy Speaker

All Honorable Member of Parliament -Kampala Central Division

The Assistant Residents Commissioner -Kampala Central Division

All Councillors -Kampala Central Division Council

The Senior Principal Assistant Town Clerk -Kampala Central Division.

All Heads of Departments and staff -Kampala Central Division.

ORDINARY COUNCIL MEETING:

Notice is hereby given that an Ordinary Council meeting will be held on Friday 11th February 2011 starting at 2:00pm in Imperial Royale Hotel.

Agenda:

1. Council Prayer.

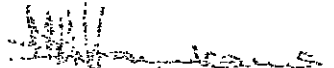
2. Adoption of the Agenda.

3. Communication from the Chair.

4. Review and confirmation of Council minutes.

5. Review and confirmation of Committee reports.

6. Address from the Chairman LC III.


SAMUKAMA DIXON

SPEAKER KAMPALA CENTRAL DIVISION



Kampala Central Division Council Committee Minutes & Reports for the period September to February 2011



City Council of Kampala

E-mail: klacentral@africaonline.co.ug

Our Ref:

P. O. Box 7010
Kampala, Uganda

Your Ref:

TELEPHONE

ADMINISTRATION 041-230857

FINANCE: 041-258411

GENERAL 041-231440/
041-231551

Date: 22nd /Feb/2011

Prestigious Apartments Ltd.
P.O BOX 9011,
Kampala.

Dear Sir,

RE: CLARIFICATION ON YOUR INTEREST IN LAND AT NAKASERO PRIMARY SCHOOL

Refer to my earlier communication of 13/August/2010 in regard to your expression of interest in the acquisition of a piece of land adjacent to Nakasero Primary School.

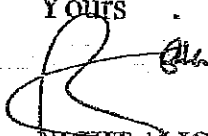
Subsequent to my advice to you to consult other stake holders - though as department we had no problem with your acquisition since it had a component of public private partnership- we did our part of consulting the stake holders in our jurisdiction, and subsequently a series of meetings were held.

In its meeting held on 18/Nov/2010, the Education committee of the Division considered your request and proposal to enter into a public private partnership with Nakasero Primary School, and after a thorough discussion, the committee gave a **no objection** to your proposal.

This decision by the education committee was further confirmed by the passing of the minutes in a council meeting held on 11/Feb/2011.

This communication therefore serves to formally communicate Council's position on the subject.

Yours


NIGHT ALICE

For: DIVISION EDUCATION OFFICER.

c.c: The City Director of Education
The Chairman Kampala Central Division.
Area Land Committee Central Division
The Head Master Nakasero Primary School



City Council of Kampala

20

E-mail: kicentral@africaonline.co.ug

TELEPHONE

Our Ref:

P. O. Box 7010
Kampala, Uganda

ADMINISTRATION 041-230857

FINANCE: 041-258411

GENERAL 041-231440/

041-231551

Your Ref:

13th August 2010

Land on title on 01/04/15
by ED - ICCA

✓ Prestigious Apartments Ltd
P.O.Box 9011,
Kampala.

Dear Sir,

RE: EXPRESSION OF INTEREST IN LAND AT NAKASERO PRIMARY SCHOOL

Reference is made to your letter of 2nd August 2010 expressing interest in acquiring land adjacent to Nakasero primary school.

This is to inform you that the Division Department of Education, under which this school falls, has no objection to your intentions of acquiring this piece of land from Uganda Land Commission.

We however wish to advise that all other relevant stakeholders be consulted and informed of your intentions to enter into this public private partnership with the school.

Yours

Night Alice

For: Division Education Officer

Cc: The City Director of Education and Sports, KCC.
The Chairman, Kampala Central Division
The Area Land Committee Kampala Central Division.
The Headmaster Nakasero Primary school.

22

5

Members of the School Management Committee
C/O Nakasero Primary School.
P.O Box 2200
KAMPALA

20th May 2011

The Permanent Secretary
Ministry of Education and Sports
P.O Box 2649
Kampala

Dear Sir,

RE: CLARIFICATION ON RE-ROOFING OF NAKASERO PRIMARY SCHOOL BY PRESTIGIOUS APARTMENTS LTD

We, the undersigned write to you on the above captioned matter as members of the school management committee of Nakasero Primary School and specifically in regard to the contents of a letter addressed to your office ref: SMC/PS/05/2011, seeking clarity on the basis and criteria followed in leasing land on Plots 34A Kyadondo Rd and 34C Mackinnon Rd, to Ms. Prestigious Apartments Ltd.

While it is true that School Management Committee was convened on the 10th May 2011 to consider a proposal by Prestigious Apartments Limited, which offered to remove asbestos roofing and replace it with iron sheets, an idea that members of the School Management Committee saw as developmental, and a golden opportunity for the school, the contents of the said letter do not in any way reflect the spirit of the meeting of that day and the letter sought to negate the mandate that the meeting gave to a smaller committee of management to find out certain things before we could give the final answer to the proposal from Prestigious Apartments Ltd.

At the said meeting of the SMC, members in principle generally welcomed the idea of re-roofing the school buildings, now roofed with asbestos and also went ahead to suggest to management to be free to identify any other pressing need that needed attention. However, the meeting wanted clarity on three things, namely:

1. Finding out whether Prestigious Apartments Ltd indeed exists as a company duly incorporated i.e, the company profile, who is the director/s etc.
2. To confirm the authenticity of a letter of "No objection" written from your office, but signed by Mr. John Agaba, a commissioner in the Ministry.
3. To find out the possibility of SMC meeting the directors of Prestigious Apartments Ltd.

We were however surprised that the C/man SMC and the Secretary have not portrayed the said intentions of this Sub-committee, and have now involved themselves in matters we now believe might jeopardize the opportunity that had shown up for the development of our school.

It is not true that the pupils of the school are to be deprived of a play field as represented in the letter because the school play fields are not anywhere near the leased piece of land. If anything, Prestigious Apartments had proposed to secure this field as one of the things they could do for the school.

We have, as members of the SMC noted that in the past, the SMC has received proposals from other interested developers which the school has welcomed, though these developers have somehow "disappeared". It is in this regard that the proposal by Prestigious Apartments Ltd which flows well with the school's Development plan should be fully supported and followed up as management had agreed to do.

If current SMC does not want to bury its head in the sand, it should be able to look at the developments going on around the school, look at the dilapidated status of our school blocks, and read the signs of the time properly!

We believe that rather than frustrating Prestigious Apartments Ltd, we should be welcoming them as partners in development, something we have always longed for considering the fact that resources for reconstruction/renovation of schools like ours are becoming scarce by the day.

We have written to correct the impression that school management is against the proposal to re-roof our school, by removing the hazardous asbestos roofings.

Thus we request that you clarify on the authenticity of the letter of "NO OBJECTION" signed by Mr. Agaba on the same matter, so as to give us the necessary guidance in the effort to rebuild our school. We also believe that the ideas that we have put forward are a true reflection of a meeting held on the 10th day May 2011, whose minutes can be obtained from the secretary to the SMC who is also the headmaster.

Awaiting your quick clarification on this matter.

Yours faithfully,

Members of SMC - Nakasero Primary School

Name

Sign

1. MISANVU B. GERALDINE

Geraldine Misavu

2. Kezito Mainan

Mainan

3. Dr. Nanyo - Rejine

Rejine

4. Cidudu Vincent

Vincent Cidudu

5. Sebbi MAMUNA

Sebbi

6. Amooti Nyakana

Nyakana

C.C The Chairman, Uganda Land Commission

C.C The Mayor, Kampala Central Urban Authority

C.C The City Director of Education

C.C Prestigious Apartments

Telegram: "EDUCATION"
Telephone: 234451/8
Fax: 234920



THE REPUBLIC OF UGANDA

24
Ministry of Education & Sports
Embassy House
P.O. Box 7063
Kampala, Uganda

In any correspondence on
this subject please quoteADM/95/227/02.....

December 2, 2011

The Secretary
Uganda Land Commission
KAMPALA

LAND LEASED TO PRIVATE DEVELOPERS

Reference is made to your letter ULC/122 dated 25th October 2011 addressed to the Headteacher, Nakasero Primary School on the subject captioned above and copied to me.

I would like to state categorically that you are promoting a fraud. I have made it clear to you and the Headteacher vide my letter ADM/95/227/01 dated May 31, 2011 that the "developers" forged documents and purported to have received a "No objection" from my office whereas not. Let me put it on record once again that no "No objection" has ever been issued by my office. The fraudsters you are dealing with are candidates for prosecution. Do not rope my office into this fraudulent transaction.

I would also like to comment on your statement in the second para of your letter "acting on the recommendation of the Permanent Secretary, Ministry of Education and Sports" I would like to clarify that my office does not "recommend" and has never "recommended" anybody. It only issues a "No objection to the Secretary, Uganda Land Commission" if/when it secures evidence from the sitting user/the school that it has no objection to a particular piece of the school land being leased out to a developer by the ULC with or without contingent conditions. The "No objection" by the school must be communicated to me by the school's Headteacher/Secretary Governing Body with evidence of approval by the Governing body. In the case of primary schools, the respective District/Urban Local Government or K.C.C./KCCA, Chief Executive Officer must expressly clear/endorse the school's disclaimer of interest in the land. Please refer to a copy of letter ADM/95/227/02 dated June 1, 2011 captioned "Plot M842 Kyambogo Road" which I addressed to the Chairman of the ULC, spelling out the procedural requirements. It needs

[Signature]

to be made abundantly clear that the expression of a "No objection" on the part of my office does not in anyway relieve the ULC (the proprietor, under the Public Land Ordinance of 1962) from determining the method of disposal (Leasing the land on the basis of competitive/restricted/sole bidding) nor does it free ULC from applying any other procedure imposed on it by law nor from introducing any contingent conditions in favour of Government or the school. The "No objection" does not also free ULC from conducting a due diligence check on the financial and corporate standing of the "developer". My letters have always made this position clear. You should therefore not muddle the waters.

I do not want to be part of this fraud and felony. I urge you, and the law requires you, to cancel/rescind the lease offered to "Presitigious Apartments Ltd". If there are any fetters on ULC, give the developer another plot elsewhere or compensate them but for goodness sake, cancel this fraudulent deal and restitute the property to Nakasero Primary School.

I would like to advise the SMC and the Headteachers to resist attempts by the "developers" and elements within ULC to defraud them of the school land.


Francis X.K. Lubanga

PERMANENT SECRETARY

- cc: Minister of Education and Sports
" Minister of Lands, Housing and Urban Development
" Inspector General of Government
" All Ministers of State for Education and Sports
" The Chairman, Uganda Land Commission
" The Executive Director, Kampala City Council Authority
" The Chairman, Board of Governors, Nakasero Primary School
" ✓ The Headteacher, Nakasero Primary School

PRESTIGIOUS APARTMENTS LIMITED

P.O.BOX 9011 KAMPALA

25

7th Feb 2013

Mr, Francis X, K, Lubanga

The Permanent Secretary.

Ministry of Education and Sports

Kampala.

Dear Sir,

RE: EFFECTIVE OCCUPATION OF LAND COMPRISED IN 34A KYADDONDO ROAD AND PLOT 5C MACKINON ROAD.

We make reference to the above subject matter and to previous communications from your office dated 19th August 2010, 31st May, 14th June and 2nd December all of 2011.

The said correspondences which have been brought to our attention have brought about confusion and affected the ongoing negotiations between us and the school management committee of Nakasero Primary school, in so far as granting us vacant possession of the said land is concerned and the proposed developments for the school by our company.

The last letter dated December 2, 2011 which was not served to us seems to suggest that we fraudulently obtained the lease from ULC for the above mentioned land. We would wish to state that we formally applied for this piece of land and in our opinion ULC on its part did the necessary consultation before the said land was leased to us.

In one of your letters you rightly refer to the fact that consultations were made by

consultations were made; there seem to be other interests cropping up trying to deviate all the stakeholders from the intended development for both the school and our Company. It is not true that our company applied and was allocated the Nakasero Primary school sports field. We hold strong views about sports in our country and there have never been any intentions whatsoever to take over the sports field of the school by our company. The land we acquired from Uganda Land Commission is adjacent to the School playground and not attached to the playfield in any way.

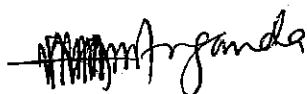
Our Company would wish that in the spirit of Public Private Partnership as was originally conceived be allowed to proceed with the negotiations with the school on what developments they (the school) would wish to have from us as commitment for social corporate responsibility, and to enable our company start on the process of developing its land.

We also would wish to inform you sir, that having complied with the requirement for the grant of lease, we were granted a lease on the above land, processed a Certificate of Title for it and in partnership with other developers obtained a mortgage on the said land along with other properties of the company to secure additional financing considering the size of the intended developments for both the school and on our land. We went ahead to obtain approved plans for the development from Kampala City Council Authority.

In light of the above, we would wish that you kindly help to break the impasse and give a go ahead to the school to proceed with the negotiation to enable us commence the developments.

Your assistance in this matter will be appreciated.

Yours Sincerely;



DIRECTOR..

Cc. Minister of lands

Cc. Minister of Education

Cc. Minister for the Presidency and Kampala

Cc. Inspector General of Government

Cc. Permanent Secretary Ministry of lands

Cc. Executive Director KCCA

Cc. Chairman Uganda land Commission

Cc. Secretary Uganda land Commission

Cc. Mayor Kampala Central Division

Cc. Commissioner land Registration

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JIMA PROJECTS LIMITED

P.O.BOX 102, KAMPALA, TEL: 256-414-344461, FAX: 256-414-232675

19th May 2015

THE CHAIRMAN,
PARLIAMENTARY SELECT COMMITTEE ON THE TAKEOVER OF SCHOOL LAND
IN KAMPALA CAPITAL CITY AUTHORITY
PARLIAMENT HOUSE
P.O.BOX 7178,
KAMPALA

DEAR SIR,

RE: STATEMENT ON ACQUISITION OF PLOT 27, BOMBO ROAD, KAMPALA
(LRV 4185 FOLIO 19)

BACKGROUND:

In 2004 JIMA'S DR. B.M.Kibirige was informed by officials of the then Kampala City Council (KCC) that he is one of the people who had been earmarked for allocation of Land to build thereon Hotels in preparation for the CHOGM in 2007.

JIMA'S DR. B.M.Kibirige was informed that the available Land was located on Bombo Road. He inspected the Land and applied for it through JIMA and Kampala District Land Board (KDLB) allocated plot 19 to JIMA on 13/08/2004 and title was issued.

UGANDA LAND COMMISSION DISPUTES ALLOCATION BY KDLB:

Uganda Land Commission (ULC) contested the allocation on ground that the Land vested in ULC as the custodian of Government Land and that Kampala District Land Board (KDLB) had leased it to JIMA wrongfully.

JIMA APPLIES FOR THE LAND FROM ULC:

In 2006, JIMA applied to Uganda Land Commission (ULC) for a fresh lease in respect of the Land and at its sitting on 17th July 2006, ULC

granted the lease to JIMA. The Land was accordingly surveyed and came to be known as Plot 19, Bombo Road, Kampala and title was issued. JIMA had two lease offers and paid premium twice and two titles.

CONDITIONS OF GRANT OF PLOT 19 TO JIMA WERE:

1. Grading and leveling the northern part of the playing field and moving the goal posts appropriately to Plot 21-27, Bombo Road, being the area of the playing field.
2. Improve/upgrade the fencing of the playing field with reasonably simple materials. (Refer to ULC Letter Ref: ULC/151/3622 dated 19th July 2006 attached hereto).

JIMA paid the necessary Government dues amounting to Ugx.110,040,000/= inclusive of premium and ground rent and obtained a Title for Plot 19.

OWNERSHIP DISPUTE ON PLOT 19, BOMBO ROAD:

JIMA attempted to open the boundaries of Plot 19 to adjust the goal posts to free the area of the playing field, in compliance with ULC'S above mentioned conditions of offer.

The management of Buganda Road Primary School (SMC) resisted JIMA'S activities, perhaps under the mistaken belief that the entire playground had been leased to JIMA, whereas not.

The School petitioned the Inspector General of Government (IGG) who issued a directive stopping JIMA from opening the boundaries of Plot 19 until further notice. JIMA complied with the directive of the IGG.

In August 2010, the Commissioner for Land Registration notified JIMA of her intention to cancel JIMA'S title for Plot 19 on the application of ULC, alleging that it was issued irregularly.

Through its Lawyers, M/s Kavuma & Co. Advocates, JIMA contested the proposed cancellation of the Title for Plot 19 and further threatened to sue Government (i.e Uganda Land Commission) in the event of cancellation of the said title as JIMA had been allocated the Land lawfully by ULC.

RELOCATION OF JIMA FROM PLOT 19 TO PLOT 27:

After extensive consultations with all the stakeholders, ULC resolved that JIMA gives up Plot 19 and instead be allocated Plot 27 at the northern end of the football field to free the playing field and enable JIMA develop Plot 27. Accordingly, ULC conveyed this decision to the Ministry of Education & Sports. (Refer to ULC Letter dated 15/12/2010 attached hereto).

CONSENT OF THE MINISTRY OF EDUCATION & SPORTS:

The Ministry of Education & Sports issued clearance for the relocation of JIMA from Plot 19 to Plot 27. (Refer to the line Ministry's Letter of No Objection attached hereto).

SETTLEMENT COMMUNICATED TO IGG:

This win-win position was duly communicated to the IGG by the Permanent Secretary, Ministry of Lands, Housing & Urban Development, Mr. Gabindadde-Musoke. (Refer to Letter dated 2/11/2010 attached hereto).

JIMA SURRENDERS TITLE FOR PLOT 19 TO ULC:

As a compromised JIMA accepted to take Plot 27 and gave up developing Plot 19 to enable Buganda Road Primary School consolidate the Plots under its use. Accordingly the title for Plot 19 was surrendered to ULC.

JIMA TOOK POSSESSION OF PLOT 27, BOMBO ROAD:

Having obtained the Title for Plot 27, Bombo Road, JIMA took possession thereof. (A copy of the title is hereto attached).

CONSENT OF SCHOOL MANAGEMENT COMMITTEE (SMC):

The School Management Committee (SMC), Buganda Road Primary School consented to the above arrangement. The SMC requested JIMA to renovate the School instead of upgrading, leveling and fencing the playing field as required in the conditions of the lease.

The cost of the renovations is Ugx.400,000,000/= .JIMA has since completed the fence around the School worth Ugx.200,000,000/= in accordance with the Bills of Quantities attached hereto.

School Management Committee asked JIMA to begin with fencing the school as it was urgent.

JIMA stopped work on the School premises due to delays by KCCA (as an over sight authority) in approving the Memorandum of Understanding between the parties.

OTHER COSTS INCURRED BY JIMA PROPERTIES LIMITED:

Other than payment of premium, ground rent and renovation of the School premises, JIMA incurred has other costs including but not limited to;

- Preparation of Building Plans
- Building Plans submission to KCCA
- NEMA Environmental Impact Assessment clearance
- Traffic flow management report

Despite compliance with all the requirements, KCCA has refused to approve JIMA'S Building Plans. As a result JIMA cannot develop its Plot, thereby occasioning it financial loss.

THE LAW:

ULC is constitutionally mandated to hold and manage Government Land. In exercise of the said mandate under Article 238 of the Constitution, ULC leased Plot 19 and subsequently Plot 27 to JIMA PROPERTIES LIMITED.

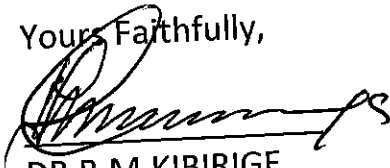
Besides, JIMA also secured the consent of the line Ministry of Education & Sports and that of the School Management Committee of Buganda Road Primary School.

On the basis of the above, coupled with the absence of any evidence of fraud on JIMA'S part, JIMA lawfully acquired the Land and its title cannot be impeached.

We pray that Parliament prevails upon KCCA to resolve the issues of Plot 27, Bombo Road by;

- (a) Executing the memorandum of understanding between JIMA and Buganda Road Primary School to pave way for JIMA to proceed with renovation of the School.
- (b) Approve JIMA'S building Plans submitted in 2013 to enable JIMA commence its developments on Plot 27.

Yours Faithfully,



DR.B.M.KIBIRIGE
(CHAIRMAN)



Kampala District Land Board

Ref. KDLB/FB.15/2004

27

P.O. Box 417
KAMPALA-UGANDA
Tel: 258413

August 13, 2004

M/S JIMA PROPERTIES LTD
P. O. Box 10218
Kampala.

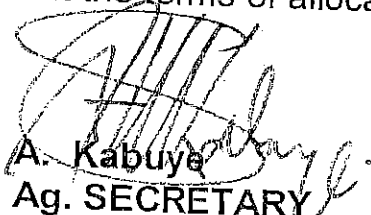
PLOT NO. 19 BOMBO ROAD, KAMPALA

Reference is made to yours dated August 7, 2004 wherein you applied for the above piece of land.

This is to inform you that Kampala District Land Board at its meeting held on August 11, 2004 granted your application.

However the terms and conditions of allocation will be communicated to you as soon as possible.

By copy of this letter, the Principal Valuer is hereby requested to work out the terms of allocation.


A. Kabuye
Ag. SECRETARY

KAMPALA DISTRICT LAND BOARD

c.c. The District Land Officer
c.c. The Principal Valuer.

28

E-mail: mwlc@mwlc.go.ug

Fax: 230891

Telephone: general, 342931/3

Hon. Minister; Direct: 259420

Hon. Minister of state (Urban Development): 236384

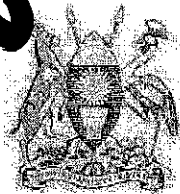
Hon. Minister of state (Lands): 231020

Hon. Minister of state (Housing): 349265

Permanent secretary: 230879

Directorate of Lands and Urban Development: 341875

Under Secretary: 235359



THE REPUBLIC OF UGANDA

MINISTRY OF LANDS
HOUSING AND URBAN
DEVELOPMENT
P.O.BOX 7096
KAMPALA, UGANDA

Our Ref: **LAD 13/14/01**

November 2 2010

The Ag Inspector General of Government
Inspectorate of Government
KAMPALA

PLOT 19 BOMBO ROAD, KAMPALA (LRV 3348 FOLIO 6)

I make reference to our telephone discussion, R. Bakku/Gabindadde-Musoke of yesterday, Monday November 1 2010 on the above captioned subject.

As I briefly explained to you, in my view the Management of the Buganda Road Primary School does not have any credible and sustainable claim on the lands that are the subject of the current dispute with the firm, M/s Jima Properties Ltd over parts of land along the Buganda road allocated to them by the Uganda Land Commission.

The facts of the matter are that the Uganda Land Commission (ULC) leased the above captioned plot to a company in the names of M/S Jima Properties Ltd. The Management of Buganda Road Primary School complained about that leasing claiming that the said Plot 19 was part of the school land which they use along Buganda Road. However, according to the information available to this Ministry, Buganda Road Primary School uses Plot 17 and Plots 21-27 Bombo Rd as a Hostel and school play ground respectively. Plot 19 Buganda Rd, which lies in between Plot 17 and Plots 21-27 had never been leased out to anybody.

However, on the ground, in utilising their land, the Management of Buganda Road Primary School had located their school football field goal posts inside Plot 19, thereby effectively encroaching on that plot. It would seem it is this error of encroachment that leads the school to claim Plot 19, however, encroachment and continued usage of part of Plot 19 does not bestow on Buganda Road Primary School ownership of that plot. It remains a fact that the plot had never been allocated by the Uganda Land Board to anybody! Please find attached hereto 3 copies of cadastral maps showing this area as it were in 1941; 1965 and as it is in the present date. The areas of concern are clearly

marked thereon and they show the school land usage as being limited to Plot 17 and Plots 21-27. I am also attaching hereto copies of correspondence between the ULC and M/s Jima Properties Ltd on the matter. They set out the terms and conditions of leasing.

You are of course aware that when M/S Jima Properties Ltd went to the ground to take possession of Plot 19 there were altercations culminating into gunshots against their machinery. The School Management went up in arms and seemingly cowed the ULC into addressing the Commissioner for Land Registration to ask her to cancel M/S Jima Properties Ltd lease over Plot 19 Bombo Road. M/S Jima Properties Ltd is contesting this impending cancellation and they are prepared to sue government were their lease to be cancelled! In my view, and going by the cadastral information available to the Ministry, government's position in defending such a suit would not be tenable. I believe M/S Jima Properties Ltd would have their suit against government upheld by Court.

As I informed you over the phone there is an alternative which would yield a 'win-win' situation all round for all concerned. As I explained to you and as you will observe from the attached cadastral maps, Plot 19 is sandwiched between Plot 17 and Plots 21-27, the lands under use by the school. Plot 19 is, however, not fully utilised as is, it is merely encroached upon by the school football goal posts! M/s Jima Properties Ltd could be preyed upon to take up Plot 27 which is located at the further end next to the St John's Ambulance Association and the School would then be able to consolidate its land usage by taking up Plot 19, to hold and use continuously Plots 17-25.

The use of this land by the Buganda Road Primary School does not seem to be wholesome as you may note from the state of the school play ground, it is a 'dust bowl', certainly not conducive to management of any kind of school games! The Uganda Land Commission had noticed this and sought to benefit the school by making it part of the terms of lease of Plot 19 to M/s Jim Properties Ltd to grass the playground and properly fencing it off. You may note this from the attached documents.

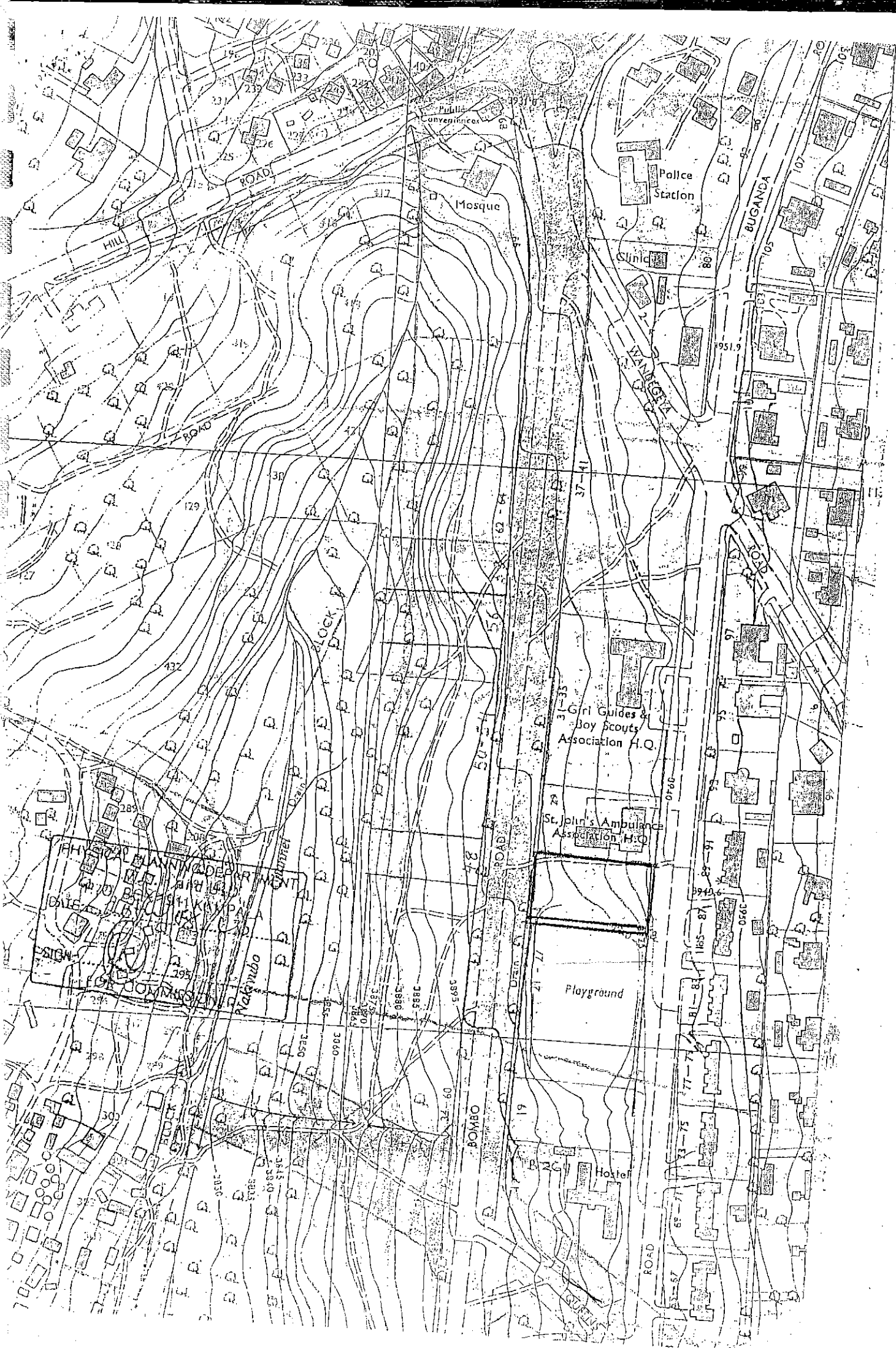
I did communicate this information to my colleague at the Ministry of Education and Sports and preyed upon him to cause the Management of Buganda Road Primary School to see reason and cease their unsustainable claims over what they do not own. I am looking at this solution as the best way to obviate government's loss of money through un-necessary law suits.

I thank you for your cooperation.

Gabindadde Musoke 11/3

Gabindadde-Musoke
PERMANENT SECRETARY

- c.c
- The Minister of Lands, Housing and Urban Development
 - The Minister in charge of Lands
 - The Chairman – Uganda Land Commission
 - The Secretary – Inspectorate of Government
 - The Permanent Secretary – Ministry of Education & Sports
 - The Secretary - Uganda Land Commission
 - The Commissioner for Land Registration



TEL: 131900
FAX: 135462
TELEX: 61006

IN ANY CORRESPONDENCE OF THIS SUBJECT PLEASE QUOTE No. PO/10

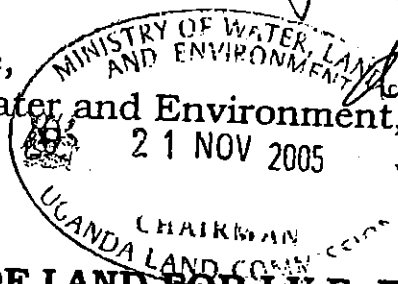


State House,
P. O. Box 2549
Kampala,
Uganda.

THE REPUBLIC OF UGANDA

October 27, 2005

Hon. Kahinda Otafire,
Minister of Lands, Water and Environment,
P. O. Box 7096,
KAMPALA



**RE: ALLOCATION OF LAND FOR I.V.F. FERTILITY AND
SICKLE CELL HOSPITAL TO DR. SSALI TAMALE**

I recently commissioned Dr. Ssali Tamale's I.V.F. (Fertility) clinic in Bukoto. The clinic has the capacity to handle fertility complications over and above the usual gynecological problems and includes the new novel scientific practices commonly known as test tube babies.

Dr. Ssali Tamale told me of his plan to build a modern fertility and sickle cell hospital in Uganda, the first of its kind in the East and Central African region. He requested me to help him acquire land within Kampala for such a noble initiative.

He made consultations with Kampala City Council officials and informed me that he has identified a vacant land between Kitante primary school and Golf Course apartments of approximately five acres. The said land is under Uganda Land Commission.

Approved / Deferred / Rejected

ULC Min. 13/2005/C (55)

2011-12-25

Handwritten notes and signatures:
- "the next step is to consider" (with arrow pointing to ULC Min. 13/2005/C)
- "Please ascertain whether or not the land belongs to the state - and if so put it" (with arrow pointing to the subject line)
- "Paul" (signature)
- "23/11/05" (date)
- "Chairman" (signature)
- "to consider" (signature)

October 27, 2005

Hon. Kahinda Otafire,


RE: ALLOCATION OF LAND FOR FERTILITY AND SICKLE CELL HOSPITAL TO DR. SSALI TAMALE

This piece of land is adequate for his first phase of the construction of the hospital. Other phases can in future be accommodated when Kitante primary school is relocated outside Kampala City and the land rendered free for allocation to private investors as is the policy of Kampala City Council.

The benefits of establishing such a specialized medical facility in Uganda cannot be over emphasized. It will certainly avoid the need for Ugandans to go for such specialized medical treatment abroad, and the high cost of treatment in foreign currencies. Patients within East and Central African will now spend their money in Uganda for such treatment.

I therefore, direct that the land identified by Dr. Ssali Tamale be allocated immediately to him for the establishment of the fertility and sickle cell hospital.

Mr. Mohammed Omar, my Private Secretary for Legal Affairs is hereby instructed to follow up the matter to its successful conclusion.


Yoweri Kaguta Museveni
PRESIDENT

CC. The Chairman,
Uganda Land Commission

Approved / Deferred / Rejected

ULC Min. 13/2005 (CA) (552) y

1-12-2005 also called.
the plot to the applicant

231900
235462
K: 61006

Y CORRESPONDENCE ON **PO/10**
SUBJECT PLEASE QUOTE No.



THE REPUBLIC OF UGANDA

State House,
P. O. Box 25497,
Kampala,
Uganda.

December 27, 2005

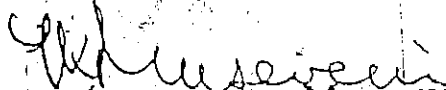
30

Maj. Gen. Kahinda Otafiire,
Minister of Water, Lands &
Environment,
P. O. Box 7096,
KAMPALA

**RE: ALLOCATION OF LAND FOR IVF AND SICKLE
CELL HOSPITAL**

I have received your proposal of 8th December 2005, to allocate the land between Golf Course Apartments and Kitante Primary School to the project in reference and Yash Computers for purposes of building a Computer Assembly plant.

I do consent. You may wish to implement.


Yoweri Kaguta Museveni
PRESIDENT

Feb 90/196/03

Telephone: 041 707000/041-4344780
Kampala
Fax: 4233092
Telefax: 61170
Telegrams: 'FINSEC'
Email: finance@finance.go.ug
semakula.kiwanuka@finance.go.ug



THE REPUBLIC OF UGANDA

Office of the Minister of State
(Investments)
Ministry of Finance, Planning
and Economic Development
Finance Headquarters Building
Plot 2-12 Apollo Kaggwa Rd
P O Box 8147, Kampala -Uganda

In any correspondence on
this subject please quote No. MS/INV/01/08

URGENT

31

28th January 2008

Hon. Minister of Lands
Housing and Urban Development
KAMPALA

Dear Colleague

**Re: LAND ALLOCATION TO IVF FERTILITY CLINIC TO DR. TAMALE
SSALI**

I let me first of all refer you to H.E. The President's letter of 29/5/2006 to you on the above subject. In that letter, H.E. the President drew your attention to the vital importance of Dr. Tamale Ssali's Project, "the first of its kind in East and Central Africa." Today we have an embarrassing situation arising out of a deliberate frustration of a Ugandan investor, Dr. Tamale Ssali. It is now over 2 years since H.E. the President directed that land be allocated to the **IVF and Sickle Cell Hospital Project** of Dr. Tamale Ssali. But all types of tricks and obstruction tactics are allegedly played by your Ministry.

Too often you have heard H.E. the President express his disappointment because allegedly we Ministers and civil servants are in the forefront of obstructing investors. Accusations that government favours foreigners are daily thrown at me and at the Government. There cannot be a worse example to give credence to such accusations than Dr. Tamale Ssali's case. I am therefore disturbed by Dr. Tamale's allegations. I shall not allow this to continue to happen and I am writing to the Chairman of the Uganda Lands Commission asking him to show cause why after over two years, he has refused to implement the President's directive?

I am familiar with the practices in a number of offices when it comes to land matters. They did everything possible to sabotage the allocation of Shimon land to others by dubiously manufacturing new allocatees after His Excellency The President had already directed that the land be allocated to Kingdom Hotels Investments.

LET US BE PROMOTERS AND FACILITATORS

It is incumbent upon us and we owe it to Ugandans that as we occupy these positions, let us be promoters and facilitators of investment rather than roadblocks. My appeal therefore is that we cannot and we should not rest when we see a very distinguished Ugandan, anxious to invest in his own country in a project of great strategic value is being frustrated and tossed around by government officials etc. My appeal to you is to assist in the removal of roadblocks.

As for my part unless, Dr. Lamesa Ssali gets his title within 30 days, I shall be forced to take up the matter with the President and put all the evidence before him to ensure that a Ugandan investor is not tossed around by us in government.

Yours sincerely



Prof. Semakula Kiwanuka Ph.D

**MINISTER OF STATE FOR FINANCE, PLANNING AND ECONOMIC
DEVELOPMENT (INVESTMENTS)**

*Copy: The Rt. Hon. Prime Minister
The Hon. MFPED
The Hon. Minister of State for Lands
PS Ministry of Lands
PPS to H.E. the President*

TEL: 4134522

FAX: 4116102

E-MAIL: info@statehouse.go.ug

IN ANY CORRESPONDENCE ON THIS

SUBJECT PLEASE QUOTE No **PO/10**



THE REPUBLIC OF UGANDA

State House

P.O. Box 25497

Kampala

Uganda

13

October 23, 2008

Hon. Ezra Suruma
Minister
Ministry of Finance, Planning &
Economic Development
KAMPALA

**WAIVING OF PREMIUM AND MISCELLANEOUS ITEMS FOR KITANTE
LAND ALLOCATED TO KAMPALA GYNAECOLOGY AND FERTILITY
CENTRE FOR HOSPITAL DEVELOPMENT**

Kampala Gynaecology and Fertility Centre project has been allocated land at Kitante for construction of a hospital.

However, Uganda Land Commission has issued a lease offer with premium and other miscellaneous requirements totaling Ug. Shs 456,300,000/= (four hundred fifty six million three hundred thousand shillings), only. This is outrageous! How do you expect an investor to succeed in developing his venture when he has to pay such exorbitant charges?

This is to direct you to liaise with ULC in view of waiving this requirement as Government's contribution towards this project, to enable the investor get a Title Deed and proceed with the construction of this hospital facility, which will generate revenue for us, from the Region.

Do expedite and revert to me if you have any problem in resolving this matter.

Yoweri K. Museveni
Yoweri K. Museveni
PRESIDENT

- c.c. Rt. Hon. Prime Minister
c.c. Minister of Lands, Housing & Urban Development
c.c. Minister of State for Investment
c.c. Permanent Secretary/Secretary to the Treasury
c.c. Chairman, Uganda Land Commission
c.c. Dr. Tamale Ssali

*But the ULC does not fix
4/11/08. I premiums; these are assessed,
the Govt-Value of the money given
with the construction fund.*

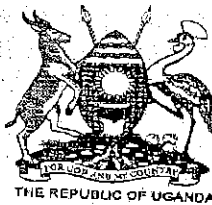
*on grant or
share holding*

*Letter to min/fin
10/11/08*

*Minister of
Economic Development*

*Please
file*

TELEGRAMS: "ADMINISTER"
DIRECT LINES:
ATTORNEY GENERAL: 0414-343841
MINISTER OF STATE: 0414-343401
SOLICITOR GENERAL: 0414-343941
UNDER SECRETARY: 0414-342261
GENERAL LINES: 0414-230538/9
FAX: 0414-230802/254829
E-MAIL: info@justice.go.ug
WEBSITE: www.justice.go.ug



MINISTRY OF JUSTICE AND
CONSTITUTIONAL AFFAIRS
P.O. BOX 7183
KAMPALA - UGANDA

In any correspondence on this subject
Please quote No. ADM: 7/168/01

The Chairman,
Management Committee
Nakivubo Memorial Stadium
P.O.Box 1856,
Kampala

17th April 2015

RE: DEVELOPMENT ON PLOTS 26 AND 28 NAKIVUBO.

Reference is made to your letter dated 9th March 2015 wherein you requested for our opinion on the said illegal occupants on plot 26 Nakivubo Place and the ongoing developments on Plots 26 and 28 respectively.

We opine as follows:-

ISSUES ARISING FROM THE FACTS PROVIDED:

ISSUES

1. What is the legal status of the occupants of Plot 26.
2. What course of action can be taken by NWMS with regard to Plot 26.
3. Opinion on the said developments on Plots 26 and 28.

RESOLUTION.

ISSUE 1. What is the legal status of the occupants of Plot 26.

Black's Law Dictionary ninth edition page 1604 defines "Tenancy at will" as a tenancy in which the tenant holds possession with the landlord's consent but without fixed terms. This is a contractual but personal arrangement under which possession of land or tenements is given by one person to another, to have and to hold at the will or whim of the landlord. Under this sort of arrangement, the person in possession may be categorised as a tenant at will: he is legally entitled to possession, but at common law the landlord may put him out at what time it pleases him.

Furthermore the Black's Law Dictionary ninth edition page 1604 defines "Tenancy at sufferance" as one arising when a person who has been in lawful possession of property wrongfully remains as a holdover after his interest has expired. However it is a

Nyambura

precarious status, since the Landlord is not required to serve any notice to bring it to an end.

When the said occupants came on to the land in early 1993, they were trespassers whose occupancy was recognized and regularized by the registered proprietor the moment they began collecting rent from them. From that time on, they did become tenants at will as defined above.

After the fire gutted the park yard in 2012 the said occupants became tenants at sufferance since they have continued to be in possession but without obtaining the consent of the Board of Trustees of Nakivubo War Memorial Stadium and are not remitting any rent to the Landlord.

ISSUE 2 *What course of action can be taken by NWMS with regard to Plot 26.*

Before resolving this issue in detail, it suffices to note that the Park yard market is neither one gazetted by Government nor recognized by KCCA as evidenced by the letter from KCCA to Nakivubo War Memorial Stadium referenced DLA/KCCA/1104/05 and dated February 21st 2012.

Since the occupants of park yard are tenants at sufferance as discussed above, they can be evicted at any time with or without notice.

ISSUE 3 *Opinion on the said developments on Plots 26 and 28.*

Our Office is aware of the ongoing developments in relation to the PPPs (Public Private Partnerships) you executed with the following companies for a period of fifteen year:-

- a) M/s Nterefune Enterprises Ltd that will occupy and develop the "Kisenyi Side" which sits on part of Plot 28.
- b) M/s Future Land that will occupy and develop the Villa "Kirasia" Stand-Namirembe Road sidewhich sits on part of Plot 28.
- c) M/s Bestin Ltd that will occupy and develop "Parkyard" which sits on Plot 26 and Part of Plot 28.

Article 237(1) of the Constitution provides that Land in Uganda belongs to the citizens of Uganda and shall vest in them in accordance with the land tenure systems provided for in the Constitution.

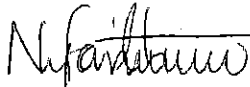
Section 59 of the Registration of titles Act provides that a Certificate of title shall be conclusive evidence that the person named in the certificate as the proprietor of or having any estate or interest in or power to appoint or dispose of the land described in the certificate is seized or possessed of that estate or interest or has that power.

From the facts above, the Board of Trustees are the registered proprietors of Plots 26 and 28 who according to section 8(e) of the Nakivubo War Memorial Stadium Act Cap 47 have the power to erect, alter, enlarge or improve any building or other erection upon any part of the trust property.

Since you, the Board of Trustees followed the necessary procedure in selecting the investors, you have the mandate to pave way for the three nominated investors namely; M/s Nterefune Enterprises Ltd, M/s Futureland Uganda Ltd and M/s Bestin Ltd to

Nyirakwera

commence the construction on their respective portions of the land subject to the requisite approval of the Master Plan by KCCA.



Faith Nyamwenge

FOR: SOLICITOR GENERAL