

FEDERAL REPUBLIC OF NIGERIA



ABUJA METROPOLITAN MGT COUNCIL
LEGAL UNIT
SIGN: *[Signature]*
DATE: 2-05-16

FEDERAL CAPITAL DEVELOPMENT AUTHORITY

ABUJA-FCT

TENANCY/LEASE AGREEMENT

BETWEEN

LEGENDARK CONSULTANTS

AND

ABUJA METROPOLITAN MANAGEMENT COUNCIL (AMMC)

NO.2 Juba Street, Zone 6, Wuse - Abuja

FOR

PLOT 973 MBAN CLOSE, OFF POPE JOHN PAUL
ST. MAITAMA ABUJA

Prepared by:

Legal Unit (AMMC)

TENANCY AGREEMENT

THIS TENANCY AGREEMENT is made this 2nd day of May 2016

BETWEEN

LEGENDARK CONSULTANTS whose address is at **Plot 358 Cadastral Zone B09 Via Deeper Life High School, Kado, FCT Abuja** (hereinafter called the "Landlord" which expression where the context so admits shall include its legal representatives, agents and assigns) of the other part,

AND

Abuja Metropolitan Management Council, whose address is **No 2 Juba Street, Wuse Zone 6, Abuja** (hereinafter called the "Tenant" which expression where the context so admits shall include his heirs, successors-in-title and assigns) of the one part,

WHEREAS

- (a) By Section 4 (1) (c) of the Federal Capital Territory Act, the Federal Capital Development Authority is charged with the responsibility for the provision of Municipal Service within the Federal Capital Territory;
- (b) The Federal Capital Territory (Establishment of Functionaries and Departments) and Ministry of the Federal Capital Territory (Dissolution) Order No. 1,2004 (as amended by circular No. FCTA/E&T/S. 18/VOL.IV/43 dated 6th September 2007) Section 12 (2) (a) therefore established the Abuja Metropolitan Management Council and charged it with the responsibility for the efficient running of municipal services within the Federal Capital Territory.
- (c) The Landlord is in possession of the property situate and lying at **Plot No. 973 Mban Close, Off Pope John Paul Street, Maitama, Abuja**, comprising of a 5 bedroom detached duplex, with 2 room guest chalet,

boys quarters, a swimming pool, a generator and air conditioners, situated on a plot of about 1,350m² with ample parking space at the aforesaid property.

- (d) The Landlord has agreed to let to the Tenant all, subject to the terms and conditions hereinafter contained.

1. NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

(a) In consideration of the rent herein reserved and the covenants on the part of the Tenant hereinafter contained the Landlord hereby let unto the Tenant **ALL THAT 5-Bedroom Detached duplex with 2 room Guest Chalet, Boys Quarters, swimming pool, Situated at Plot No. 973 Mban Close, Off Pope John Paul Street, Maitama, Abuja,** (hereinafter referred to as the "Property").

(b) TO HOLD the same unto the Tenant for a term of two (2) years certain commencing from the **7th day of May 2016** and expiring on the 6th day of May 2018 at an annual rent of **50,000,000.00 (Fifty million naira only) per annum** of which the tenant has paid **100,000,000.00 (One hundred million naira only)** in advance for two (2) years before the execution of this Agreement (the receipt of which sum the *Landlord* hereby acknowledges).

2. THE TERM OF LEASE HEREIN GRANTED shall be subject to an option of renewal for another term as stated herein

3. THE TENANT HEREBY COVENANTS WITH THE LANDLORD AS FOLLOWS:

- (a) To use the property for residential purposes only.
- (b) Not to assign, underlet or otherwise part with the possession of the property or any part thereof.
- (c) To permit the Landlord and/or its agents with or without workmen at reasonable times upon giving a minimum of seventy-two (72)

hours notice in writing to enter and examine the condition of the Property. The Landlord may serve the Tenant notice in writing specifying any repairs necessary to be done. The Tenant has [fourteen (14) days after the service of such notice to proceed diligently with the execution of such repairs or to permit the Landlord to enter the Property and to execute such repairs and the costs thereof shall be a debt due from the Tenant to the Landlord and shall be forthwith recoverable by action.

PROVIDED ALWAYS that in the exercise of such right the Landlord shall avoid unduly inconveniencing the Tenant and PROVIDED THAT the Landlord in so doing shall not interfere with the Tenant's peaceably hold and enjoyment of the Property during the term hereby granted without any interruption or disturbance from the LANDLORD or any person rightfully claiming under or through him.

- (d) To repair and keep in tenantable conditions all fixtures and fittings, windows, doors and interior of the Property and all additions thereto, all electrical and sanitary and water apparatus thereof throughout the term and to yield up the same in such repair (fair wear and tear or damage by fire or Act of God excepted) at the determination of the Agreement or to pay a reasonable replacement or repair cost in lieu thereof and also to make good any stoppage of or damage to the drains.
- (e) Not to do or suffer to be done on the Property or any part thereof any act or matter which may be a nuisance or tend to annoy, damage or be a disturbance to the Landlord or occupiers of adjoining or neighboring property.
- (f) Not to do or suffer to be done anything whereby the policy or policies of insurance on the Property against damage by fire may become

void or void able or whereby the rate of premium thereon may be increased.

- (g) Where the Landlord has given the consent to alteration and such consent shall not be reasonably delayed or withheld, 'the Tenant shall at the determination of its Agreement restore the Property to its original state'.
- (h) To pay and discharge all periodic utility levied upon the owner or occupier or the Demised Premises during the term hereby created, including electricity, water or alternatively, where joint utility bills are levied in respect of the entire building, to pay a proportional amount or such utility bills, as agreed with the Landlord or its agents.
- (i) To indemnify the Landlord against all damage occasioned to the Property.
- (j) To indemnify the Landlord against all losses, damage or any inconvenience occasioned as a result of every alteration or amendment done to the Property without the consent of the Landlord.
- (k) At the expiration of the term hereby created to peaceably yield up the possession of the Property to the Landlord with additions thereto (except the Tenant's fixtures) in such repair and decorative condition as shall be in accordance with this Agreement.
- (l) In the last month preceding the termination of the term created, to paint with two coats of the best quality paint (the colours of paint to be used must be acceptable to the Landlord) all the internal walls, wood, metals and other works of the Demised Premises which are or ought to be painted.
- (m) Not to use the Demised Premises for any illegal or immoral purposes and generally to use in accordance with its status as a high-class

residential apartment situated in an exclusive neighborhood in Maitama.

- (n) Not to hold or permit to be held upon the Demised Premises articles of a combustible, inflammable or dangerous nature and not to do or permit to suffer anything to be done by reason whereof any insurance effected by the Landlord upon the Property may be rendered void or voidable or whereby the rate of premium thereon may be increased and so comply with all recommendations of the insurers and the authorities as to the precautions relating to the Property.
- (o) To ensure that the occupants of the Demised Premises and their agents, servants and visitors conduct themselves peacefully, so as to ensure peaceful existence with the adjoining property and in the event of repeated misconduct by a servant or agent of the Tenant, to replace the servant or agent upon the Landlord's reasonable written request with other persons prepared to observe this Covenant.
- (p) To promptly pay and discharge proportionate part of all rates, taxes, levies, assessments and outgoings which may, at any time during the term hereby created and which may be directed towards the occupier of the Building in general.
- (q) Not to make or permit to be made any alterations, additions or repairs to the Property except with the prior written permission of the Landlord and such permission not be unreasonably delayed or withheld and to be responsible for the upkeep and maintenance of the Landlord's fixtures.

SIGN - [Signature]
DATE - 2-05-16

4. THE LANDLORD HEREBY COVENANTS WITH THE TENANT AS FOLLOWS:

- (a) That the Tenant performing its obligations hereunder shall peaceably hold and enjoy the property during the said term without any interruption or disturbance whatsoever by the Landlord or any person rightfully claiming under or in trust for him.
- (b) To pay the ground rent, but the tenement rate, water bills, electricity charges and waste disposal bills shall be borne by the Tenant.
- (c) That the Tenant may install media entertainment equipment, internal bullet proof doors, internal electronic anti-burglary equipment for the use of part or all of the internal facets of the Property for the required purposes of the Tenant and remove the same at the termination of the tenancy on such removal restoring the Property to their state prior to such installation or fitting.
- (d) To keep the Property structurally sound, wind and water tight and the exterior thereof and all additions thereto and all drains, pipes, septic tanks, soak-away pits, water apparatus and electrical installations and the boundary walls and fences thereof in good and tenantable repair and condition and the exterior of the buildings in a reasonable state of repair.
- (e) All such repairs in Clause 4(d), if not urgent, are to be carried out within a period of fourteen (14) days from receipt of written notification or within seven (7) days if of an urgent nature. Failure to carry out such repairs will entitle the Tenant to have the repairs undertaken by a third party contractor and the bill sent directly to the Landlord. To keep the exterior of the building walls and fences thereof in good condition.

(f) To pay the appropriate authorities the ground rent already imposed (during the tenure of this tenancy) or any new levy of ground rent that may be imposed by the authorities.

(g)i Whenever the Property or any essential part thereof shall be totally destroyed by fire, explosion, earthquake, storm, flood or other irresistible force or inevitable accident or damage by war, riot, civil disturbances or other casualty, or whenever it is partially destroyed to such an extent that the Tenant is unable to use the Property for the purpose for which they have been hired, this lease shall immediately terminate.

ii. In the case of partial destruction or damage, the rent, or a fair proportionate part thereof, shall abate until the Property shall be restored and reinstated and made ready for occupation within a period of two (2) months from the date of the happening of any such event.

(h) To indemnify the Tenant and those deriving title under the Agreement against all claims actions proceedings or costs and demands whatsoever which may be brought or levied against the Tenant by reason of any defect in the title of the Landlord in respect of the Property.

5. **THE LANDLORD AND THE TENANT AGREE THAT** the present state of the Property and the Landlord's fixtures therein are as contained in the annexure attached hereto and signed by the parties and or their respective agents and that at the expiration or sooner determination of this Agreement both parties and/or their agents shall carry out a pre-vacation inspection of the Property thirty (30) days before the actual vacation thereof to determine the state of the Property and the fixtures.

6. **PROVIDED ALWAYS** that if the rents herein reserved or part thereof shall be unpaid for twenty-one (21) days after becoming payable (whether

legally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this Agreement shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants herein contained:

- a. That the Landlord shall neither be responsible to the Tenant nor to be Tenants' employees, servant, agent, licensees or other persons visiting, for any accident or injury suffered by any such persons or damage to or loss of any property or goods sustained or suffered by such persons whilst situate on the Property save any obligation which may be imposed on the Landlord under a common law duty of care.
 - b. That notwithstanding anything herein contained the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any disturbances suffered by the Tenant on account of necessary repair or maintenance work being carried out. The Landlord undertakes to use its best efforts to minimize the nuisance that might be occasioned by the repairs or maintenance work to be carried out on the Property.
7. That if the Tenant shall be desirous of renewing for a further term of years the present term, then the landlord upon receiving a six (6) months written notice before the expiration of the existing term of such desire, shall grant to the Tenant a new lease of the Property for a further period of years at a rent to be agreed upon by the parties to this Lease Agreement and containing the like covenants and where the lease is renewed then it will be on the same terms and conditions as this Agreement. The landlord reserves the right to increase the rent to the market price obtainable at such time in similar residential properties, PROVIDED THAT where the

Landlord and the Tenant are unable to agree on the new rent payable then at the expiration of term created, the Tenant shall peacefully give up possession of the Property in tenantable condition.

8. If there is damage to the Property or to the Building, so as to make the premises un-inhabitable, but not to the extent as to result in the cancellation of the Tenancy by the Landlord, then the Tenant shall be entitled to a remission OR temporary discontinuance of the Rent and Charges for the period during which and to the extent to which it is deprived of beneficial occupation and enjoyment of the Property, provided that such damage was not occasioned by any act or omission by the Tenant, its agents, representatives, invitees, contractors or employees.
9. That this lease may be determined after the first term by either party giving SIX MONTHS notice in writing of its intention to do so. At the expiration of the said notice, this lease shall cease without prejudice to the rights of either party in respect of any non observance of the covenants and conditions herein contained.
10. This Agreement shall be subjected to and interpreted in accordance with Nigerian Law.
11. Any dispute arising between the parties hereto concerning this Agreement which cannot be resolved by negotiations between the parties shall be referred to an independent arbitrator based in Abuja and acceptable to both parties, or failing such agreement by Chief Judge of the Federal High Court. The Arbitration shall be conducted in accordance with the Nigerian Arbitration and Conciliation Act. 1990.
12. Notices under this Agreement shall be provided by the Landlord and Tenant at the following address:

Landlord: *Plot 358 Cadastral Zone B09 Via Deeper Life High School, Kado, FCT Abuja*

SIGN: [Signature]
DATE: 25-05-16

Tenant: _____

13. THE LANDLORD HEREBY GRANTS APPROVAL FOR THE TENANT TO:

- i. Install external internet and television antenna.
- ii. Own an in house pet particularly a DOG PROVIDED that the said DOG is confined within the premises and does not become a nuisance to adjoining properties and that the internet and television antennae are installed on top or within the perimeter of **Plot No. 973 Mban Close**, and that the Tenant shall undertake to indemnify the Landlord against loss or damage caused to the Property or building by reason of such installation carried out by the Tenant and to remove the installed external antenna at the determination of the lease.

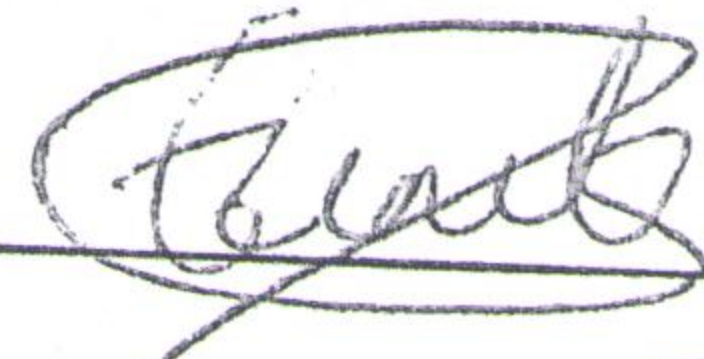
14. The Landlord and the Tenant have agreed that the lease agreement shall commence on the **7th of May 2016** but the Tenant has the express permission of the Landlord to commence the installation of fixtures and fittings in the Property even before the commencement of the lease on 7th May, 2016.

SIGN: _____

DATE: _____

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT IN THE MANNER STATED HEREUNDER THE DAY AND YEAR FIRST ABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF
THE WITHIN NAME LANDLORD



LEGENDARK CONSULTANTS

IN THE PRESENCE OF:

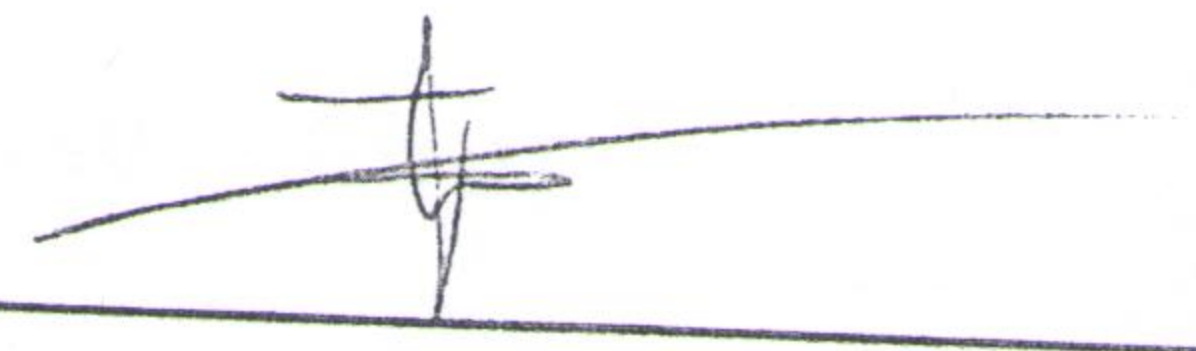
NAME: AKPOTI O. FELIX

ADDRESS: 358 B09, KADO, ABUJA

SIGNATURE: 

DATE: 02/05/2016

SIGNED, SEALED AND DELIVERED FOR AND ON BEHALF OF
THE WITHIN NAMED TENANT (AMMC)

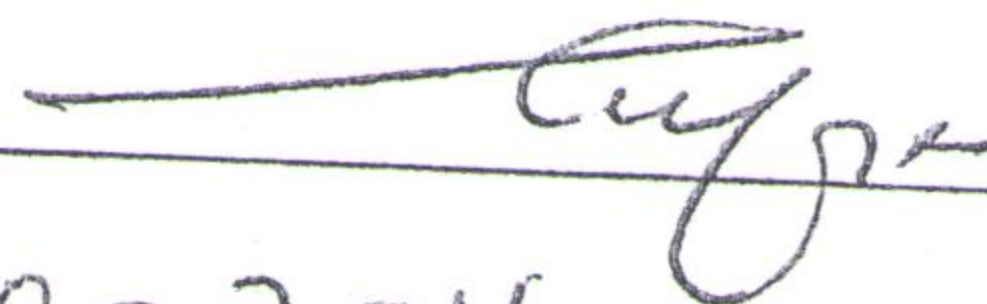


COORDINATOR (AMMC)

IN THE PRESENCE OF:

NAME: ENGR OMONIYI M. OLALOYE

ADDRESS: DEPT OF FACILITIES MICE & MGT

SIGNATURE: 

DATE: 07-10-2016