

Exh A

TENANCY AGREEMENT

In respect of:

3-BEDROOM FLAT, HOUSE C6 SITUATED
AT STALLION ESTATE, LOBITO CRESCENT
WUSE 2 ABUJA

BETWEEN

ALH. BASHEER A. KOKO
{LANDLORD}

AND

OLOCHE EGWA
{TENANT}

THIS TENANCY AGREEMENT is made the 19th October, 2020

BETWEEN

Alh. Basheer A. koko of NO 3 Iba Danmusa Street, Asokoro, Abuja (hereinafter referred to as the "Landlord" which expressions shall where the context so admit include his agents successors in-title and assigns) of the part.

And

Oloche Egwa of 13A Macdonald Road, Ikoyi, Lagos (hereinafter referred to as "Tenant" which expressions shall where the context so admit include his agents successors in-title and assigns) of the part.

1. In this agreement the following terms shall have the following meanings:

"Tenancy Period" means 1st day of November, 2020 to 1st day of November 2021.

"Permitted Use" means the use of the property as a private residence but not for lodgers or paying guests.

"Term" mean one (1) year from Commencement

"Date Premise" means the premises described in the schedule and, where the context so permits or requires any part of it.

"Rent" means the yearly rent of N2, 500,000.00 (Two Million, Five Hundred Thousand Naira only for one year) the receipt of which the landlord hereby acknowledge.

"Service Channels" means all facilities for the supply of drainage, water, electricity and other services including sewers, cisterns pipes, drains, wires, cables, ducts and aerals.

"Clause and Schedules" means respectively clause or schedules in this agreement unless the context show a contrary meaning.

WHEREBY IT IS AGREED AS FOLLOWS:

2. LETTING

The Landlord lets and the Tenant takes the Premises (and the Rights) at the Rent and on the Terms set out in this agreement.

3. COMMENCEMENT AND NOTICE FOR TERMINATION

This tenancy starts on the Commencement Date and will remain in force for the Term until it is terminated by not less than three (3) months prior written notice by either party to the other; and its termination shall be without prejudice to any rights then accrued to (either or any) party to this tenancy agreement.

4. QUIET ENJOYMENT

The Landlord agrees that if the Tenant pays the Rent and other money(s) payable under this agreement and complies with all his obligations under it, the Tenant may quietly hold and enjoy the Premises during the Term without any interruption or disturbance by the Landlord or any person claiming under or in trust for her.

5. LANDLORD'S ACCESS TO PROPERTY

The Tenant shall give the Landlord or anyone authorized by him in writing, access to the Premises for the purpose of:

- inspecting the condition of the Premises, or how it is being used; doing works which the Landlord is required to do under this agreement; complying with any statutory obligation; affixing to the Premises a notice that it is to be let or sold;

- viewing the Premises as a prospective buyer or mortgage or, during the last six months of the lease period; or

- inspecting, cleaning, decorating, maintaining or repairing neighbouring property or any service channels serving neighbouring property.

Except in emergency access under this clause may be exercised only on seven (7) days' written notice and during normal Business hours.

The Landlord shall promptly make good all damage caused to the Premises and any goods therein in exercising these rights.

6. RENT

The Tenant shall pay the Rent to the Landlord or his authorized agent in advance and without deduction or set-off, for the period from the Commencement Date.

7. TENANT TO PAY OUTGOINGS

The Tenant shall pay all charges for water, electricity and other services supplied and used at the Premises during his occupation of same and compensate the Landlord in full on demand for any liability for them.

8. TENANT TO REIMBURSE LANDLORD'S EXPENSES

If the Tenant at any time fails to comply with any of his Obligations under this agreement and the Landlord performs it, the Tenant shall repay to the Landlord on demand any money expended by him for that purpose.

9. LANDLORD TO PAY PROPERTY TAXES

The Landlord shall pay all property taxes in respect of the Premises except tenement rates and other rates payable by the Tenant under this agreement or under the general law. •

10. ABATEMENT OF RENT

If the Premises is destroyed or damaged (except as a result of any act or default of the Tenant) so as to render it unfit for use, the Landlord shall allow to the Tenant an abatement of the Rent proportionate to the extent of the destruction or damage until it is fit for use.

11. LANDLORD TO KEEP MAIN STRUCTURE OF PREMISES

The Landlord shall keep the Main Structure in good and tenantable repair and condition or such repair and condition as enables the Premises be used for the Permitted Use.

12. TENANT NOT TO ASSIGN OR SUB - LET WITHOUT CONSENT

The Tenant shall not assign, underlet or part with possession of the demised Premises or any part thereof without the prior written consent of the Landlord.

13. TENANT TO MAINTAIN INTERIOR

The Tenant shall (put and) keep the interior of the Premises in good and tenantable repair or as good a state of repair and condition as it is at the date of this agreement, except for reasonable wear and tear. In this

clause, interior of the Premises includes: doors and windows, floors (and floor joists), ceilings and surfaces of walls services channels and sanitary, lighting and all other Landlord's fixtures and fittings.

14. TENANT TO COMPLY WITH LANDLORD'S NOTICE TO REPAIR

If the Tenant fails to do any work that this agreement requires him/her to do and the Landlord gives him/her written notice to do the same, the Tenant shall start the work within two (2) weeks, or immediately in case of emergency and proceed diligently with it, and in default, permit the Landlord to do the work and pay on demand all costs which the Landlord incurs in doing it.

15. WASTE MATERIALS

The Tenant shall not allow any waste to accumulate on the Premises or discharge any noxious matter or effluent from any drain on the Premises into sewers of the Landlord which has or might have a damaging effect on them or the sewage or water in them.

16. OPTION TO RENEW TENANCY

Notwithstanding the above provision and without prejudice to any breach of the Tenant's obligations herein contained, if at the expiration of the term hereby granted the Tenant shall be desirous of continuing in occupation of the demised Premises for a further term, he shall give to the Landlord at least three (3) calendar months prior notice in writing of his desire; and if at the time of such request there shall not be any existing breach by the Tenant of any of the covenants and agreements on his part herein contained then, and in such case the Landlord MAY grant to the Tenant a new term of the demised property for such further (and new) term(s) and rent as may be agreed by the parties at expiration of this present term.

17. USE

- (i) The Tenant shall not do anything on the Premises that may be a nuisance or annoyance to the other tenants or owners or occupiers of any neighbouring premises or other parts of the building.
- (ii) The Tenant shall not use the Premises except for the Permitted Use.
- (iii) The Tenant shall not use the Premises for any offensive, noisy, dangerous, illegal, immoral or improper purposes; or any sale by public auction.

18. TERMINATION & UNFIT FOR USE

This agreement comes to an end if either party gives to the other at least one (1) month written notice to terminate it, which he may do if:

the Premises (or any part of it) is destroyed or damaged by any cause other than any act default or omission of the Tenant so as to become unfit for occupation; and

in the Landlord's reasonable opinion stated on his own volition or in reply to a written request from the Tenant, it is not possible or practical to reinstate it within six (6) months notice of the destruction or damage.

19. YEILD UP

At the end of the Term the Tenant shall yield up possession of the Premises to the Landlord in the state and condition in which this agreement requires the Tenant to keep it. For this purpose, the Premises include all fixtures and fittings and anything else on it which belongs to the Landlord.

20. RE - ENTRY

This tenancy comes to an end if the Landlord forfeits it by entering any part of the Premises which she is entitled to do whenever any payment of the Rent is fourteen days (14) overdue, even if it was not formally demanded, or the Tenant has not complied with any of the Terms in this agreement.

21. ADDRESS FOR SERVICE

Each party's address for the service of notices shall be the above mentioned address or such other address as it specifies by notice to the other.

A notice shall be deemed to have been served:

- If it was served in person, at the time of service;
- If it was served by post, 49 hours after it was posted; and
- If it was served by facsimile transmission the time of transmission.

SCHEDULE TO THIS AGREEMENT

IN WITNESS WHEREOF the parties hereto appended their respective signatures hereinafter appearing the day and year first above written.

SIGNED, SEALED AND DELIVERED

By the within named LANDLORD


ALH. BASHEER A KOKO

SIGNED, SEALED AND DELIVERED

By the within named TENANT


OLOCHE EGWA

In the presence of (Landlord's Witness)

Name: STEFEN DUBU KOKO

Address: NO 2B, IRO DAN-MUCHA STREET, OFF
T.Y. DANJUMA STREET, ASOKERO - ABUJA

Occupation: BUSINESS MAN

Signature: 

Date: 02-11-2020

In the presence of (Tenant's Witness)

Name: TOLA BELLO

Address: PLOT 1581 TIGRIS CRESCENT
MINSTAMA

Occupation: AGRI VALUE CHAIN FINANCE EXPERT

Signature: 

Date: 01-11-2020