FEDERAL REPUBLIC OF NIGERIA
The Land Use Act No. 6 of 1978

CERTIFICATE OF OCCUPANCY NO.: 17a8w-deacz-1268b-4a42u-7au3 **405028**

FILE NO.: MISC 51494

THIS IS TO CERTIFY THAT DISTINCTIVE HOMES LIMITED
whose address is **PLOT 438 MICHAEL OKPARA STREET, WUSE ZONE 5, ABUJA, FCT, NIGERIA**
(herein after called the holder/holders, which term shall include any person/persons in title), is hereby granted a right of occupancy in and over the land described in the schedule, and more particularly in the plan printed hereto for a term of *90* years commencing from the *13th* day of *June, 2011* according to the true intent and meaning of the Land Use Act No. 6 of 1978 and subject to the provisions thereof and to the following special terms and conditions:

(1) To pay in advance without demand to the Minister of the Federal Capital Territory (herein after referred to as Minister) or any other officer appointed by the Minister of the Federal Capital Territory;
   (a) the revised annual ground rent of ₦ *300,137.55* from the first day of January of each year, or
   (b) such revised ground rent as the Minister may from time to time prescribe,
   (c) such penal rent as the Minister may from time to time impose.

(2) To pay and discharge all rates (including utilities), assessments and impositions, whatsoever which shall at any time be charged or imposed on the said land or any part thereof or any building thereon, or upon the occupier or occupiers thereof.

(3) To pay forthwith without demand to the Federal Capital Development Authority or such other body or person appointed by the Minister (if not sooner paid) all survey fees, and other charges due in respect of the preparation, registration and issuance of this certificate.

(4) Within two years from the date of the commencement of the right of occupancy to erect and complete on the said land building(s) or other works specified in related plans approved or to be approved by the Federal Capital Development Authority or any other Agency empowered to do so.

(5) To maintain in good and substantial repair to the satisfaction of the Federal Capital Development Authority or any other officer appointed by the Minister, all buildings on the said land and appurtenances thereto, and to do other works, properly maintained in clean and sanitary condition all of the land and surroundings of the building.

(6) Upon the expiration of the said term to deliver up to the Minister in good and tenable state to the satisfaction of the Federal Capital Development Authority the said land and the building(s) thereon.

(7) Not to erect or build or permit to be erected or built on the land, buildings other than those permitted to be erected by virtue of this Certificate of Occupancy nor to make or permit to be made any addition or alteration to the said buildings already erected on the land except in accordance with the plans and specifications approved by the Minister and or any officer authorised by him on his behalf.

(8) The Minister or any public officer duly authorised by the Minister on his behalf, shall have the power to enter upon and inspect the land comprised in any statutory right of occupancy or any improvements effected thereon, at any reasonable hour during the day and the occupier shall permit and give free access to the Minister or any such officer to enter and so inspect.

(9) Not to alienate the right of occupancy hereby granted or any part thereof by sale, assignment, mortgage, transfer of possession, sub-lesse or bequest, or otherwise howsoever without the prior consent of the Minister.

(10) To use the said land only for *COMMERCIAL (NOT SPECIFIED)*)

(11) Not to contravene any of the provisions of the Land Use Act No. 6 of 1978, and to conform and comply with all rules and regulations laid down from time to time by the Federal Capital Development Authority.

(12) For the purpose of the rent to be paid under this Certificate of Occupancy;
   (i) the term of the Right of Occupancy shall be divided into periods of five years, and the Minister may, at the expiration of each period of five years, revise the rent and fix the sum which shall be payable for the next period of five years. If the Minister shall so revise the rent, he shall cause a notice to be sent to the holder/holders and the rent so fixed or revised shall commence to be payable one calendar month from the date of the receipt of such notice.
   (ii) If any rent for the time being payable in respect of the land or any part thereof shall be in arrears for the period of three months whether the same shall or shall not have been legally demanded or if the holder/holders become bankrupt or make a composition with creditors or enter into liquidation, whether compulsorily or voluntarily, or if there shall be any breach or non-observance of any of the occupier's covenants or agreements herein contained, then, and in any of the said cases it shall be lawful for the Minister at any time thereafter to hold and enjoy the same as if the right of occupancy had not been granted but without prejudice to any Right of Action or remedy of the Minister for any antecedent breach of covenant by the holder/holders.

Dated this *1st* day of *March, 2012*
Given under my hand the day, month and year above written

Senator Bala Abdulkadir Muhammed
Minister of the Federal Capital Territory

This instrument is registered as No. **52357** at Page **1** in Volume **262** of the Certificate of Occupancy Register in the Land Registry Office at Abuja at ten o'clock in the morning of this *1st* day of *March, 2012*

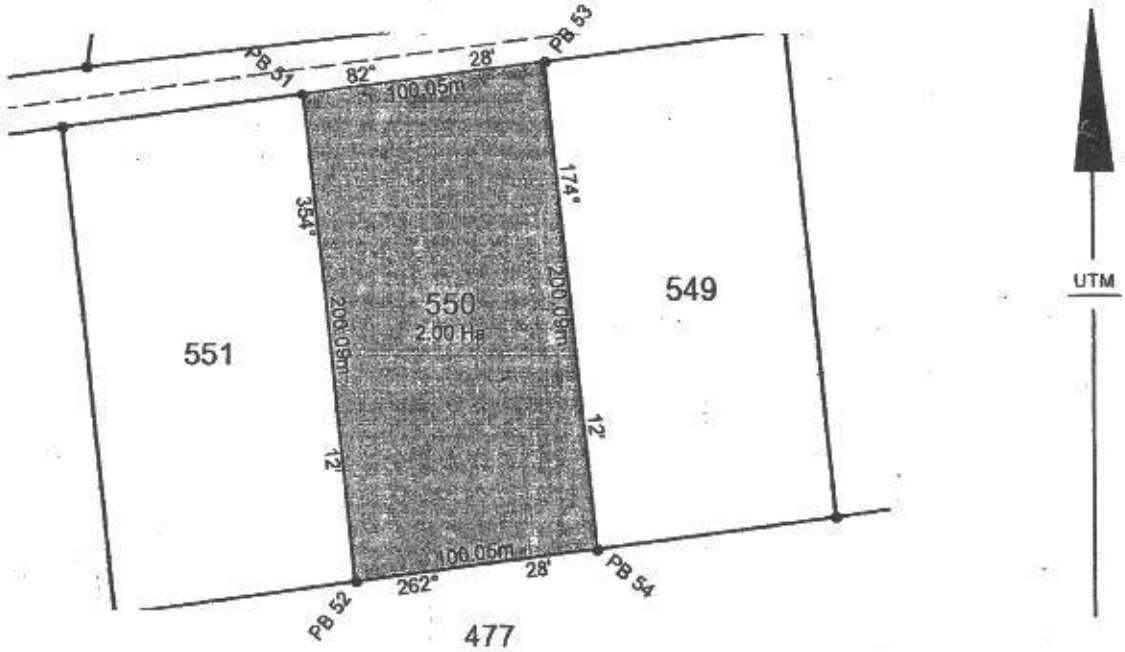
Deed Registrar

029576

Generated by Land Information System

LAND GRANTED TO DISTINCTIVE HOMES LIMITED
FILE NO: MISC 51494
DISTRICT: JIBI
CADASTRAL ZONE: F12
PLOT NO: 550

DIRECTOR OF SURVEYING AND MAPPING



SCALE: 1:3000

SCHEDULE: AS DESCRIBED IN GRAPHICS ABOVE

NOTE:

FULL BEACON NUMBER FCT F12 PB 53
COORDINATES OF PB 53
N. 1,010,758.18
E. 313,338.09
COORDINATE SYSTEM UTM ZONE 32N

CADASTRAL MAP 1:5000

312/1008	—
—	—

SURVEYED BY: FCDA Land Surveyors Jan 2011

PREPARED BY: Abuja Geographic Information Systems 29th February 2012

IRREVOCABLE POWER OF ATTORNEY

DONATED BY

FCT LAND REGISTRY
ORIGINAL

DISTINCTIVE HOMES LIMITED

DONOR

TO

DAILY NEED DISTRIBUTORS LIMITED

DONEE

In respect of

2-Hectares of Land Plot No 550,

Jibi District, Cadastral Zone F12, Abuja

Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3

File No. MISC 51494

Prepared by

Idris Yakubu, Esq
Beachcroft Solicitors
Suite 301 BM House Ladoke Akintola
Garki 11, Abuja

IRREVOCABLE POWER OF ATTORNEY

BY THIS IRREVOCABLE POWER OF ATTORNEY dated the 20th day of June, 2014, We **DISTINCTIVE HOMES LIMITED** of ***Suite 16 Supreme Plaza, plot 1242 Ladoke Akintola Boulevard, Garki 2, Abuja*** (hereinafter called "the ***Donor***") which expression shall where the context so admits include its heirs, successors-in-title and/or assigns of the one part, hereby appoint **DAILY NEED DISTRIBUTORS LIMITED** of **Area A Extension , Last Road Nyanya, Abuja** (hereinafter called "the ***Donee***") which expression shall where the context so admits include its successors-in-title and/or assigns of the other part, as our Attorney in our name and on our behalf to execute all act and any of the acts and things following:

1. To take possession of our property lying and situated at ***Plot 550 Jibi District, Cadastral Zone F12 Abuja FCT, Measuring about 2,Hectares and covered with Certificate of Occupancy No. 17a5W-deacz-1268b-4a42u-7au3 with file no. MISC 51494*** (hereinafter called the property} particularly described in the schedule.

2. To enjoy all the Rights, Title and Interests in the Certificate together with Appurtenances on the Plot to which the Certificate relates, and the full benefits thereof and all remedies for enforcing same.

3. To warn off, and prohibit and if necessary proceed against, in due form of law, all trespassers on the property and to take appropriate steps whether by legal action or otherwise to abate the nuisance.

4. To manage, conduct, supervise, improve and do any such thing or exercise any such control that a holder of Certificate of Occupancy under any written law can do.

5. To lease, mortgage, assign and/or transfer same to itself, any person or organization and to make application for approval to the appropriate authority where required by any existing law or any law that may from time to time be passed.

6. To execute all instruments and do all other acts, deeds and generally do all other lawful things as the Donee thinks desirable for the purpose aforesaid.

NOW THIS DEED WITNESSES as follows:

i. In pursuance of this Power of Attorney by the Donor to the Donee We, DISTINCTIVE HOMES LIMITED hereby agree and undertake to ratify and confirm all whatsoever the Attorney or any agent appointed by it shall lawfully do or cause to be done in respect of the said property by virtue of this Deed.

ii. **WE DECLARE** that this Power of Attorney is irrevocable.

SCHEDULE

All that piece of land situated at Plot No. 550 located within Cadastral Zone F12, Jibi District Abuja FCT, Measuring about 2 Hectares and covered with Certificate of Occupancy ***No. 17a5W-deacz-1268b-4a42u-7au3 with file no. MISC 51494*** dated 1st day of March, 2012 issued by Hon. Minister of Federal Capital Territory, **ABUJA** and registered as No. 52357 at Page 1 in volume 262 of the Certificate of Occupancy register in the Land Registry office at Abuja Geographic Information System (AGIS).

IN WITNESS WHEREOF the parties have signed this DEED and affixed their hands and common seal the day and year first above written.

SIGNED, SEALED and DELIVERED
by the within named "***DONOR***" (DISTINCTIVE HOMES LIMITED)

FCT LAND REGISTRY
LAND ADMINISTRATION DEPARTMENT
22 APR 2016
FEDERAL CAPITAL TERRITORY ADMINISTRATION

In the presence of

.....
DIRECTOR

.....
DIRECTOR

seal

THIS INSTRUMENT IS REGISTERED AS
No R 58 at page 58
Vol 75A (Register)
In Federal Capital Territory
Land Registry Office, Abuja
DEEDS REGISTRAR
FCT Land Registry

SIGNED, SEALED and DELIVERED
by the within named "***DONEE***" (DAILY NEEDS DISTRIBUTORS LIMITED)

In the presence of

.....
DIRECTOR

.....
DIRECTOR

This Day 22/4/2016
I hereby certify that the within instrument is in my opinion chargeable with a stamp duty of ₦50,000 and that I assess the duty therein accordingly
Commissioner for Stamp Duty

seal

THIS INSTRUMENT WAS DELIVERED TO ME FOR REGISTRATION
By: DRIS TAKU&U ESQ
of: CARKILL, ABJ.
at 10AM/PM on the 22 day of 04 2016
this
DEEDS REGISTRAR
FCT Land Registry Office, Abuja.

ASHEEM RIBI & CO.
NOTARY PUBLIC LEGAL PRACTITIONER
Suite # 22, Febson Mall, Wuse Zone 4,
FCT, Abuja
08023673938, 08099799735

REVENUE COLLECTOR'S RECEIPT

FEDERAL CAPITAL TERRITORY ADMINISTRATION
ABUJA GEOGRAPHIC INFORMATION SYSTEMS (AGIS)

000195041

ORIGINAL

File Number:	**MISC 51494**	**Bank Name:**	**GUARANTY TRUST BANK PLC**	**Date Paid:**	**23/09/2014**
Payment ID:	**386098**	**Teller Number:**	**2309144131**	**Receipt Date:**	**24/09/2014**

Received from *DISTINCTIVE HOMES LIMITED*

the sum of *One Hundred and Four Thousand Naira Only*

being payment for *POWER OF ATTORNEY (FOR ADMINISTRATION OF WILLS & ESTATES)*

DISTINCTIVE HOMES LIMITED

SIGNATURE OR MARK OF PAYER

HASSANA MOHAMMED

SIGNATURE OF REVENUE COLLECTOR

₦104,000.00

NO REFUND OF MONEY AFTER PAYMENT