

IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA

SUIT NO: CV/2358/2022

BETWEEN

ALHAJI MAMMAN ZUBAIRU

PLAINTIFF

(TRADING UNDER THE NAME AND STYLE
OF MOH'D ZUBAIRU AND BROTHERS)

AND

1. ABDULRAHMAN MOHAMMAD
2. DAILY NEED DISTRIBUTORS LIMITED
3. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
4. MINISTER OF THE FEDERAL CAPITAL TERRITORY

DEFENDANTS

1st AND 2ND DEFENDANTS' JOINT STATEMENT OF DEFENCE

SAVE AND EXCEPT as it is hereinafter expressly and specifically admitted, the defendant deny each and every allegation contained in the claimant's statement of claim (hereinafter referred to as "the claim") as if each such allegation were set out and specifically traversed *seriatim*.

1. The defendant denies paragraph 1 of the claim and puts the claimant to the strictest proof thereof.
2. In Specific response to Paragraph (1) (a) & (b) of the Plaintiff's statement of claim, the plaintiff is not the beneficial owner of Plot No. MF 238 and Plot 242 Gbazango Phase II Layout along Kubwa express way Bwari Area Council, Federal Capital Territory Abuja. The Plaintiff purported title is not traceable and does not exist in the record of the 3rd Defendant.

from #2400

R 12619754

Date 15/12/2022

3. The 1st Defendant admits paragraph 2 of the claim only to the extent that he is the Managing Director of the 2nd Defendant who is the Beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory. All other averments therein are totally denied and the claimant is put to the strictest proof of the contents thereof.
4. The 1st and 2nd Defendant vehemently denies paragraph 3 and 4 of the claim and in further answer thereto, the 2nd Defendant avers that they are the beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory pursuant to a duly registered Power of Attorney dated 20th of June, 2014 (hereinafter simply referred to as "the land in dispute")
5. The 1st and 2nd Defendants admit Paragraph 5 and 6 of the Claim and state further that it is only the 4th Defendant that has the powers to allocate land within the Federal Capital Territory.
6. The defendant denies paragraphs 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22 of the claim and puts the claimant to the strictest proof thereof. In further answer thereto, the 1st and 2nd Defendant avers as follows:
 - a. The 1st and 2nd Defendants states that all land within the federal capital territory are vested absolutely in the President of the Federal Republic of Nigeria who delegates the management and the administration of the same to the 4th Defendant.
 - b. The 1st and 2nd Defendant avers that every title land within the federal capital territory must be derived or traceable to the 3rd and 4th defendant or from a prior beneficiary of the Defendant.
 - c. It is only the Honorable Minister for FCT that has the statutory power to allocate land within the Federal capital territory.
 - d. The power to allocate any land within the Federal capital territory is solely vested in the President of the Federal Republic of Nigeria through a delegated powers which is been exercise by the Minister of the Federal

Capital Territory. The power has not been any way extended to the chairman of the FCT area council.

- e. The 1st and 2nd Defendants states that the purported titled document front loaded by the Plaintiff in this suit as evidence of his title to Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory is only a figment of the imagination of the Plaintiff because it's totally different and did not emanate from the 3rd and 4th Defendant.
- f. The 2nd Defendant was offered a sale of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory by the original allottee, (hereinafter referred to as **Distinctive Homes Limited**) on the 21st of May, 2014.
- g. The 2nd Defendant states that after carrying out a search at Land registry of the 3rd and 4th Defendant and confirmed the authenticity of the original allottee they accepted the offer on the 23rd of May 2014.
- h. The 1st and 2nd Defendant state that the title of the original allottee of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory was duly granted by the 4th Defendant. **A copy of the Certificate of Occupancy is hereby pleaded and shall be relied upon at the hearing of this suit.**

The 2nd Defendant upon completion of negotiation purchased Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory from Distinctive Homes Limited (Original Allottee) in the sum of N150, 000, 000.00 (One Hundred and Fifty Million Naira) the receipt of payment, duly executed Deed of Assignment and Power of Attorney was executed with the original allottee. **Offer Letter and Response to offer, The receipt of payment, duly executed Deed of Assignment and Power of Attorney was executed**

with is hereby pleaded and shall be relied upon at the hearing of this suit.

- j. The 2nd Defendant states that pursuant to the transfer of title to them they became the beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jib District Federal Capital Territory.
- k. The 2nd Defendant states further that after the documents was exchanged with the Original allottee, the Power of Attorney was duly registered on the 22nd of April, 2016 at the office of the 3rd Defendant with reference No: PC58 at Page 58 Vol75PA . **The Evidence of payment of registration and approval is hereby pleaded and shall be relied upon at the hearing of this suit.**
- l. The 1st and 2nd Defendant states that upon registration of its title with 3rd Defendant, they applied and duly paid the required fee on the 22nd of October, 2014 for the approval of its proposed building. The receipt of Payment and Proposed building plan is hereby attached and shall be relied upon at the hearing of this suit.
- m. The 1st and 2nd defendant states that the approval of the building plan was conveyed with File No: FCDA/DC/BP/CID/16088 and dated 20th of November, 2014 approving the Building plan submitted by the 1st and 2nd Defendant. **The approval, the file status, settlement of building plan fees and the proposed site plan are hereby pleaded and shall be relied upon at the hearing of this suit.**
- n. In specific response to Paragraph 19 and 20, the 1st and 2nd Defendant states that contrary to the assertion of the Plaintiff that the land was fenced, the place was a bear land surrounded by trees and weeds which was cleared before they commenced the building of the ware house without any confrontation by anyone. **The Pictures are hereby pleaded and shall be relied upon at the hearing of this suit.**
- o. The 1st and 2nd Defendant states further that throughout the building of the land in question no objection was raised by any one and even after

completion of the building their current tenants have enjoyed peaceable and quite possession of the property.

- p. In further answer thereto, the defendant avers that the Plaintiff has never been in possession of the land in dispute rather it is the 2nd defendant that has been in possession of the land and therefore could not have trespassed over a land in their possession.

7. The 1st Defendant denies paragraph 23 of the claim and puts the claimant to the strictest proof thereof. In further answer thereto, the 1st Defendant states that he never undertook to make any settlement in respect of the land in question.

8. The 1st and 2nd Defendant denies paragraphs 24, 25, 26 and 27 of the claim and puts the claimant to the strictest proof thereof and state that the ownership of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory has never been disputed to warrant any investigation.

9. The 1st and 2nd Defendant denies paragraphs 28, 29, 30, 31 and 32 of the claim and puts the claimant to the strictest proof thereof as its unsubstantiated and a figment of the Plaintiff's imagination.

10. The 1st Defendant denies paragraph 33, 34, 35, 36 and 37 of the claim and puts the claimant to the strictest proof thereof and state that he never negotiated amicable settlement with the plaintiff nor his representative because the 2nd Defendant is the Bonafide Beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory pursuant to the power of attorney duly registered in its favour.

11. In further response to Paragraph 10, the 1st Defendant state that he was never served any letter but state that sometime in December 2018 he was contacted and had the impression that the purported settlement was with the members of the

community but upon being informed of the malicious aim of the meeting he stopped all communications.

12. The 2nd Defendant aver that since the purchase of the property they have never defaulted in all payment of Ground Rent and the for 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 have been paid upon receipt of the bills, payments to Abuja Geographical Information System (AGIS) and receipts were issued to that effect. The copies of receipts of payments for the Ground are hereby pleaded and attached and shall be relied upon at the trial of this suit.
13. The 1st and 2nd Defendants will at the trial of this suit urge this Honorable Court to dismiss the Plaintiff Suit with a punitive cost of N10,000,000.00 (Ten Million Naira) Only for being incompetent, gold digging and without legal basis.

Dated the 13th December, 2022



Dayo G. Ashonibare, Esq.,LLM ACI Arb. (UK)

R.E. Ashonibare, Esq.,

Simiat Suleiman, Esq.,

Smart Wofuru Esq.,

F.O. Abdulrahman Esq.,

(1st and 2nd **Defendant's Counsel**),

Levite Solicitors & Arbitrators,

Suite SF 22 Anafara'a Plaza,

First Avenue, Gwarinpa

FCT-Abuja

08033661414, 08034812254,

levitesolicitors@gmail.com

hello@levitesolicitors.com



For service on:

THE PLAINTIFF

6 | ALH MAMAN v. ABDULRAHAM & 3 ORS

Levite Solicitors & Arbitrators

C/O Their Counsel

Godwin Ojebiyi, Esq

Dr. Kabiru Adamu, Esq.

Mohammed Salihu

NORTHEDGE ATTORNEY

3rd Floor, Bank of Industry Building,

No. 18 Muhammadu Buhari Way,

Kaduna.

08186744916, 08034770177

ADDRESS FOR SERVICE WITHIN JURISDICTION

HAKIM BAKARE & ASSOCIATES

ABUJA-FCT

08067111131

3RD & 4TH DEFENDANTS

FEDERAL CAPITAL TERRITORY, ABUJA

IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY
IN THE ABUJA JUDICIAL DIVISION
HOLDEN AT ABUJA

SUIT NO: CV/2358/2022



BETWEEN

ALHAJI MAMMAN ZUBAIRU.....PLAINTIFF

(TRADING UNDER THE NAME AND STYLE
OF MOH'D ZUBAIRU AND BROTHERS)

AND

1. ABDULRAHMAN MOHAMMAD
2. DAILY NEED DISTRIBUTORS LIMITED
3. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
4. MINISTER OF THE FEDERAL CAPITAL TERRITORY

DEFENDANTS

1st and 2nd DEFENDANTS WITNESS STATEMENT ON OATH

I, **ABDULRAHMAN MOHAMMAD**, male, adult, Muslim and a Nigerian of 29PC+3RR,
Waziri H. Ahmado Cres, Idu Industrial District 900106 Abuja Do hereby make oath and state
as follows:

1. That I am the 1st Defendant and the Managing Director of the 2nd Defendant in this suit.
2. That by virtue of my position, I am familiar with the facts in this suit.
3. That I have the consent of the 2nd defendant to be deposed to this affidavit
4. That Contrary to paragraph 3 and 4 of the claim and in further answer thereto, the 2nd Defendant is the beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory pursuant to a duly registered Power of Attorney dated 20th of June, 2014 (hereinafter simply referred to as "the land in dispute")

5. That it is only the 4th Defendant that has the powers to allocate land within the Federal Capital Territory
6. That all land within the federal capital territory are vested absolutely in the President of the Federal Republic of Nigeria who delegates the management and the administration of the same to the 4th Defendant.
7. That the power to allocate any land within the Federal capital territory is solely vested in the President of the Federal Republic of Nigeria through a delegated powers which is been exercise by the Minister of the Federal Capital Territory. The power has not been any way extended to the chairman of the FCT area council.
8. That the purported titled document front loaded by the Plaintiff in this suit as evidence of his title to Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory is only a figment of the imagination of the Plaintiff because it's totally different and did not emanate from the 3rd and 4th Defendant.
9. That the 2nd Defendant was offered a sale of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory by the original allottee (hereinafter referred to as **Distinctive Homes Limited**) on the 21st of May 2014.
10. That it was after carrying out a search at Land Registry of the 3rd and 4th Defendant and confirmed the authenticity of the original allottee, the 2nd Defendant accepted the offer on the 23rd of May 2014.
11. That the title of the original allottee of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory was duly granted by the 4th Defendant. **A copy of the Certificate of Occupancy is hereby attached and shall be relied upon at the hearing of this suit.**
12. That the 2nd Defendant upon completion of negation purchased Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory from Distinctive Homes Limited (Original Allottee) in the sum of N150, 000, 000.00 (One Hundred and Fifty Million Naira) the receipt of payment, duly executed Deed of Assignment and Power of Attorney was executed with the original allottee. **Offer Letter and Response to offer, the receipt of payment, duly executed Deed of Assignment and Power of Attorney was executed with is hereby attached and shall be relied upon at the hearing of**

- this suit.** \ That pursuant to the transfer of title to the 2nd defendant they became the beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory.
13. That after the documents was exchanged with the Original allottee, the Power of Attorney was duly registered on the 22nd of April, 2016 at the office of the 3rd Defendant with reference No: PC58 at Page 58 Vol75PA . **The Evidence of payment of registration and approval is hereby attached and shall be relied upon at the hearing of this suit.**
14. That upon registration of the title with 3rd Defendant, they applied and duly paid the required fee on the 22nd of October, 2014 for the approval of its proposed building. The receipt of Payment and Proposed building plan is hereby attached and shall be relied upon at the hearing of this suit.
15. That the approval of the building plan was conveyed with File No: FCDA/DC/BP/CID/16088 and dated 20th of November, 2014 approving the Building plan submitted by the 1st and 2nd Defendant. **The approval is hereby attached and shall be relied upon at the hearing of this suit.**
16. That contrary to Paragraph 19 and 20 of the plaintiff's claim, the place was a bare land surrounded by trees and weeds which was cleared before they commenced the building of the ware house without any confrontation by anyone. **The Pictures are hereby attached and shall be relied upon at the hearing of this suit.**
17. That throughout the building of the land in question no objection was raised by any one and even after completion of the building their current tenants have enjoyed peaceable and quiet possession of the property.
18. That the Plaintiff has never been in possession of the land in dispute rather it is the 2nd defendant that has been in possession of the land and therefore could not have trespassed over a land in their possession.
19. That I never undertook to make any settlement in respect of the land in question.
20. That the ownership of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital Territory has never been disputed to warrant any investigation.
21. That I never negotiated amicable settlement with the plaintiff nor his representative because the 2nd Defendant is the Bonafide Beneficial owner of Plot 550 Cadastral Zone F12 with Certificate of Occupancy No. 17a5w-deacz-1268b-4a42u-7au3 Jibi

District Federal Capital Territory pursuant to the power of attorney duly registered in its favour.

22. That I was never served any letter but sometime in December 2018 I was contacted and had the impression that the purported settlement was with the members of the community but upon being informed of the malicious aim of the meeting I stopped all communications.
23. That since the purchase of the property there has never been default in all payment of Ground Rent and the for 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021 and 2022 have been paid upon receipt of the bills, payments to Abuja Geographical Information System (AGIS) and receipts were issued to that effect. The copies of receipts of payments for the Ground Rent are hereby attached and shall be relied upon at the trial of this suit.
24. That I depose to this affidavit in good faith and consciously believing same to be true and correct in line with the oath Act 2004



Deponent

SWORN TO AT THE REGISTRY OF THE HIGH COURT OF THE FCT, ABUJA

This 15th day of Dec 2022

BEFORE ME

COMMISSIONER OF OATHS/NOTARY PUBLIC

IN THE HIGH COURT OF FEDERAL CAPITAL TERRITORY

IN THE ABUJA JUDICIAL DIVISION

HOLDEN AT ABUJA

SUIT NO: CV/2358/2022

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AND

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2. DAILY NEED DISTRIBUTORS LIMITED
3. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
4. MINISTER OF THE FEDERAL CAPITAL TERRITORY

DEFENDANTS

1ST AND 2ND DEFENDANT'S LIST OF WITNESS

The Defendant shall call on the following witness(es) at trial of this matter:

1. ALHAJI ABDULRAHMAN MOHAMMED
2. Any other witness (es) that may be called or subpoenaed at trial of this matter.

Dated the 13th December, 2022



✓ Dayo G. Ashonibare, Esq. LL.M. ACI Arb. (UK)
R.E. Ashonibare, Esq.,

Simiat Suleiman, Esq.,
Smart Wofuru Esq.,
F.O. Abdulrahman Esq.,
(1st and 2nd Defendant's Counsel),
Levite Solicitors & Arbitrators,
Suite SF 22 Anafara'a Plaza,
First Avenue, Gwarinpa
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For service on:

THE PLAINTIFF

C/O Their Counsel

Godwin Ojebiyi, Esq.

Dr. Kabiru Adamu, Esq.

Mohammed Galihu

NORTHEdge ATTORNEY

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3RD & 4TH DEFENDANTS

FEDERAL CAPITAL TERRITORY, ABUJA

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DEFENDANTS

1ST AND 2ND DEFENDANT'S LIST OF EXHIBITS

The Defendant shall rely call-on the following Documents at trial of this matter:

1. **Certificate of Occupancy** with certificate No. 17a5w-deacz-1268b-4a42u-7au3 Jibi District Federal Capital
2. **The receipt of payment dated 25th day off June 2014**
3. **Letter of offer of land for sale dated 21st May 2014**
4. **Response to the offer dated 23rd of May 2014**
5. **Deed of Assignment dated 20th day of June, 2014**
6. **Power of Attorney dated 20th day of June, 2014**
7. **Evidence of payment of registration with No. 000195041**
8. **The approval dated 20th Day of November 2014**
9. **File status dated 22nd day of October 2014**
10. **Settlement of building plan fees dated 22nd day of October 2014**
11. **Proposed site Plan**

12. Pictures of the bare land

Dated the 13th December, 2022



Dayo G. Ashonibare, Esq., LL.M., ACI Arb. (UK)

R.E. Ashonibare, Esq.,

Simiat Sulaiman, Esq.,

Smart Wofuru Esq.,

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(1st and 2nd Defendant's Counsel),

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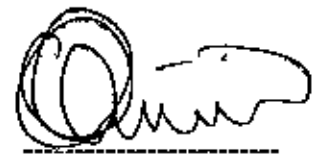
1. ABDULRAHMAN MOHAMMAD
2. DAILY NEED DISTRIBUTORS LIMITED
3. FEDERAL CAPITAL DEVELOPMENT AUTHORITY
4. MINISTER OF THE FEDERAL CAPITAL TERRITORY

DEFENDANTS

PRE-ACTION COUNSELLING CERTIFICATE

I Dayo G. Ashonibare Esq, legal Practitioner of Suite SF 22 Anafara'a Plaza, First avenue Gwarinpa Abuja and counsel to the 1st and 2nd Defendants have gone through the facts of the case of the said 1st and 2nd Defendant and I have appropriately counselled them on the relative strength of their case or otherwise.

Dated this day 13th of December, 2022



✓ Dayo G. Ashonibare, Esq. LLM ACI Arb. (UK)
R.E Ashonibare, Esq
Simiat Sulaiman, Esq
S.F. Wofuru, Esq

(1st & 2nd Defendant Counsel),

Levite Solicitors & Arbitrators,

Suite SF 22 Anafara'a Plaza,

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3RD & 4TH DEFENDANTS

FEDERAL CAPITAL TERRITORY, ABUJA

FEDERAL REPUBLIC OF NIGERIA
The Land Use Act No. 6 of 1978
CERTIFICATE OF OCCUPANCY NO.: 1735-2000-12585-4420-7603
FILE NO.: MISC 51494

40502J

THIS IS TO CERTIFY THAT DISTINCTIVE HOMES LIMITED:

whose address is, PLOT 131 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 to and over the land described in the schedule, and more particularly in the plan printed hereto for a term of 99 years commencing from the 13th day of June, 2017, 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 (hereinafter referred to as Minister) or any other officer appointed by the Minister of the Federal Capital Territory:
 - (a) the revised annual ground rent of M. 300,137.35 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 period rent as the Minister may from time to time prescribe.
- (2) To pay and discharge all rates (including utilities), assessments and impositions, whatsoever which shall at any time be charged or levied on the said land or any part thereof for 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 work, 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 authorized by him on his behalf.
- (8) The Minister or any public officer duly authorized by the Minister on his behalf, shall have the power to enter upon and inspect the land comprised in any Certificate 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-lease 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. 2 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 from the 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 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-compliance of any of the stipulations, conditions 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

Shown under my hand the day, month and year above written.

Senator Basa Abdulhadi Muhammad
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 the 1st day of March, 2012.

Delivered Publications

Figure 1

LAND GRANTED TO DISTINCTIVE HOMES LIMITED

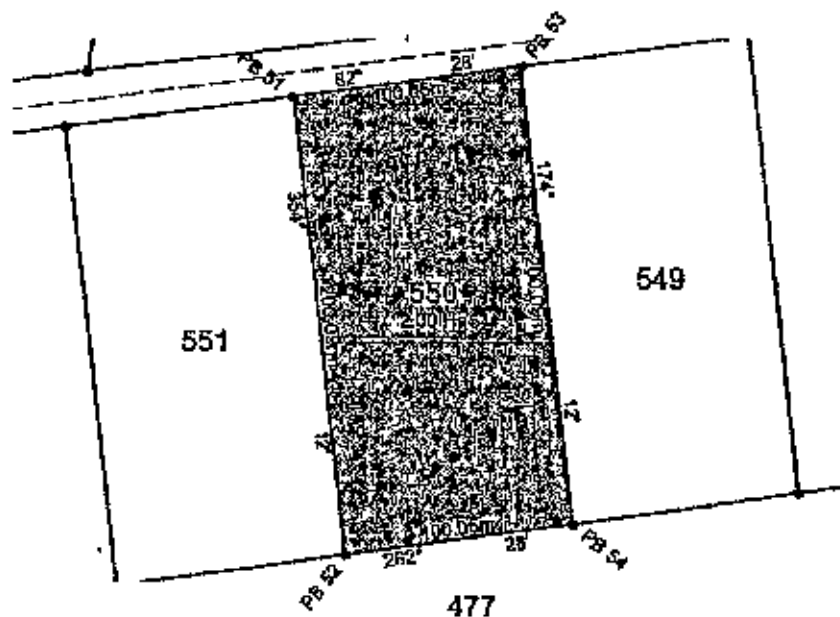
FILE NO: MISC 51494

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. 1,019,758.16
E. 313,338.09
COORDINATE SYSTEM UTM ZONE 32N

CADASTRAL MAP 1:5000

SURVEYED BY: FCDA Land Surveyors Jan 2011

PREPARED BY: Abuja Geographic Information Systems 29th February 2012

312/1008	—
—	—

RECEIPT



DISTINCTIVE HOMES LIMITED

Supreme Plaza, Suite 16, Plot 1242
Akinola Boulevard, Garki II, Abuja
Tel: 234-9-7800881

Date: 25 - 06 - 2014

No: 05501

Received from: DAILY NEEDS DISTRIBUTORS LIMITED

The Sum of: ONE HUNDRED AND FIFTY MILLION NAIRA
ONLY

Being payment for 2 HECTARES OF LAND AT JIDA DISTRICT
OF ABUJA (PLOT NO: 550)



[Handwritten Signature]

Cheque No: E-PAYMENT.

Authorized Sign



DISTINCTIVE HOMES LIMITED

Supreme Plaza, Suite 16, Plot 1242
Akintola Boulevard, Garki II, Abuja
Tel: 234-9-7800881

21st May 2014

The Managing Director
Daily Needs Distributor
37, Last Road, Area A
Nyanya Extension
Abuja

Dear Sir,

LETTER OF OFFER OF LAND FOR SALE

We write to appreciate your interest in the purchase of our land situate at Plot 550, Jibi District, Abuja and to offer the land to you at a net sum of N160,000,000.00 (one hundred and sixty million naira only).

Please confirm your acceptance of the offer and make the necessary arrangements for payment for the land which we expect as soon as possible as there are other interested buyers of the land.

Meanwhile, accept the assurances of our highest esteem.

Thank you.

Yours faithfully,

MALLAM MUSA DANGOGGO ALIYU
CHAIRMAN



DAILY NEED DISTRIBUTORS LTD. • RC 359243

P.O.BOX 14560 WUSE ABUJA, FCT. NIGERIA
ABUJA: Area 'A' Extension East Road Nyanya, Abuja. Phone: 08038882669

E-mail:- dndps@yahoo.com

VAT NO.:06050359243/4

23RD May, 2014.

The Managing Director,
DISTINCTIVE HOMES LIMITED,
Supreme Plaza, Suite 16, Plot 1242,
Akintola Boulevard,
Garki II,
Abuja.

Dear Sir,

RE: OFFER OF LAND FOR SALE

This is to refer to your offer letter dated 21st May, 2014 on the above subject matter.
We however, wish to request that you accept to offer the Property for us at the cost of N 150,000,000.00
(One Hundred and Fifty Million Naira Only)

We are ready to conclude the payment process within 2weeks as soon as our adjusted Offer is accepted.

Yours Sincerely,


A.R. Mohammed
(Managing Director)

IRREVOCABLE POWER OF ATTORNEY

DONATED BY



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

Garik 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 Jibf District, Cadastral Zone F12 Abuja FCT, Measuring about 2,Hectares and covered with Certificate of Occupancy No. 17a5W-deacz-1268b-4a42a-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)



In the presence of

[Signature]

DIRECTOR

seal

DIRECTOR



SIGNED, SEALED and DELIVERED

by the within named "**DONEE**" (DAILY NEEDS DISTRIBUTORS LIMITED)

In the presence of

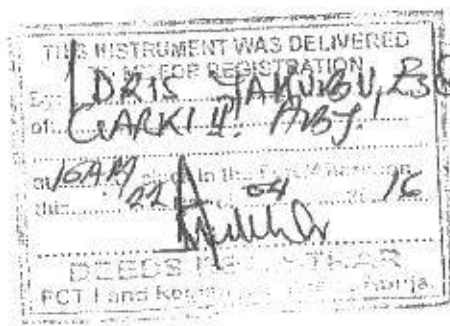
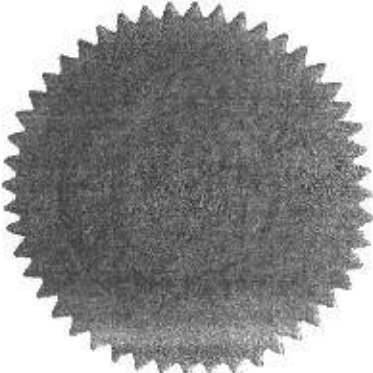
[Signature]

DIRECTOR

DIRECTOR



seal



ESTHER M. BIEL & CO.
ATTORNEYS AT LAW
Plot 22, Federation Mall, Wuse, Zone 4,
FCT, Abuja
08002678333, 08002678333

DEED OF ASSIGNMENT

BETWEEN

**DISTINCTIVE HOMES LIMITED
ASSIGNOR (SELLER)**

AND

**DAILY NEED DISTRIBUTORS LIMITED
ASSIGNEE (BUYER)**

In respect of
2-Hectares of Land Plot No 550,
Jibi District, Cadastral Zone F12, Abuja
Certificate of Occupancy No 17a3w-dearx-1268b-4a42u-7au3
File No MISC 51494

**PREPARED BY
HALADU, MUHAMMED & ASSOCIATES
KHALID CHAMBERS
No 7, Durhan Street
Wuse II
Abuja.**

✓

✓

This DEED OF ASSIGNMENT is made this 20th day of June, 2014

BETWEEN

DISTINCTIVE HOMES LIMITED whose address is Supreme Plaza, Suite 16, Plot 1242, Samuel Ladoke Akintola Boulevard, Garki II, Abuja (hereinafter referred to as "The Assignor") which expression shall where the context so admits include his heirs, agents, successors in title and assigns of the one part

AND

DAILY NEED DISTRIBUTORS LIMITED of Area 'A' Extension, Last Road Nyanya, Abuja (hereinafter referred to as "The Assignee") which expression shall where the context so admits include his heirs, agents, successors in title and assigns of the other part

WHEREAS by a Certificate of Occupancy No 17a5w-deacz-1268b-4a42u-7au3 of 1st day of March, 2012 issued by Hon. Minister of the Federal Capital Territory, (Abuja Geographical Information System), Ministry of the Federal Capital Territory, Abuja the full description of which is as attached in the detailed Certificate of Occupancy, the assignor is the bona-fide owner of all that piece of land hereby described

The ASSIGNOR has agreed to ASSIGN to the ASSIGNEE all of the said Parcel of Land Lying and Situate as Plot No No 330, at Jibi District, Cadastral Zone F12, Abuja, FCT, covered by Certificate of Occupancy No 17a5w-deacz-1268b-4a42u-7au3 of 1st day of March, 2012 issued by Hon. Minister of the Federal Capital Territory, (Abuja Geographical Information System), Ministry of the Federal Capital Territory, Abuja as evidenced for a Consideration of the Sum of (₦150,000,000.00), One Hundred and Fifty Million Naira Only fully paid in cash.

NOW THIS DEED WITNESSED AS FOLLOWS:-

In Pursuance of this Agreement and in consideration of the Sum of (₦150,000,000.00), One Hundred and Fifty Million Naira Only the receipt of which the Assignor hereby acknowledges.

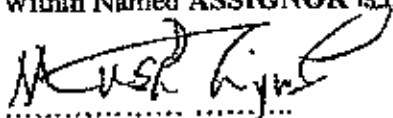
1. The Assignor as beneficial owner herein assigns unto the assignee all the premises as evidenced by the Certificate of Occupancy.

W
S

2. The Assignee hereby covenants with the Assignor henceforth during the continuance of the term created by the certificate to pay the appropriate authorities all rents and rates reserved there under and to perform and observe the covenants, provisions, conditions and stipulations contained therein together with those conditions and provisions deemed to be contained therein by the Land Use Act (No 6 of 1978) and to keep the Assignor indemnified against all actions (claims) and demands arising on account thereof or in any connection therewith.
3. PROVIDED ALWAYS that the covenants implied in this Assignment by reason of the Assignor being expressed to convey as beneficial owner shall not be deemed to imply that any of the covenants in the letter of Allocation on the occupant's as to put the premises into any better state or condition than their present state or condition.

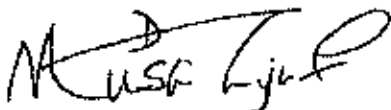
IN WITNESS WHEREOF the parties hereto set their hands and seals the day and year first above written.

The Common Seal of the
Within Named ASSIGNOR is hereunto affixed

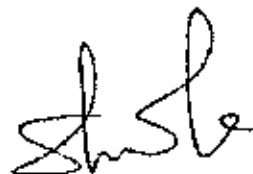


DISTINCTIVE HOMES LIMITED

In the presence of:



Director



Secretary

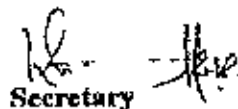
The Common Seal of the
Within Named ASSIGNEE is hereunto affixed

DAILY NEED DISTRIBUTORS LIMITED

In the presence of:



Director

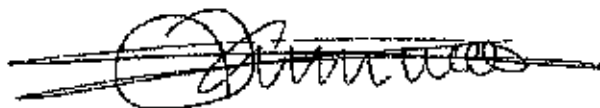
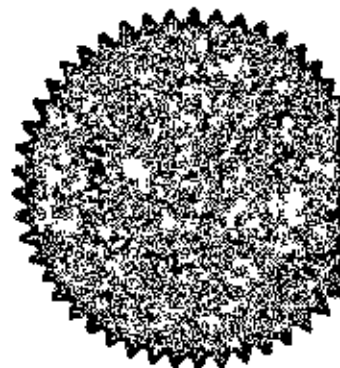


Secretary

Before me

Notary Public
23rd Avenue
Gwinn
030340547

COMMISSIONER FOR OATHS/ NOTARY PUBLIC



HIS IS THE DOCUMENT REFERRED TO
AS EXHIBIT IN PARAGRAPH --
OF THE RECEIPT

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

HASSANA MOHAMMED

₦ 104,000.00


SIGNATURE OR MARK OF PAYER


SIGNATURE OF REVENUE COLLECTOR

NO REFUND OF MONEY AFTER PAYMENT

THIS IS THE BEST COPY AVAILABLE
IN 2-75374PH
EXHIBIT
2-1-75
10/17/75

REVENUE COLLECTOR'S RECEIPT



FEDERAL CAPITAL TERRITORY ADMINISTRATION
ABUJA GEOGRAPHIC INFORMATION SYSTEMS (AGIS)



000195041

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DISTINCTIVE HOMES LIMITED

HASSANA MOHAMMED

#104,000.00

SIGNATURE OR MARK OF PAYER

SIGNATURE OF REVENUE COLLECTOR

NO REFUND OF MONEY AFTER PAYMENT

THIS IS THE ONLY COPY
OF THE PHOTOGRAPH
OF THE SUBJECT
RECORDED IN THE
FBI FILE

ABUJA METROPOLITAN MANAGEMENT COUNCIL
DEPARTMENT OF DEVELOPMENT CONTROL

No. 2 Juba Street, Wuse Zone 6, P.M.B. 5212 Abuja

FILE NO:

FCDA/DC/BP/CID/16088

DATE: 20-Nov-2014

NAME OF DEVELOPER:

DISTINCTIVE HOMES LIMITED

PLOT NO: 550

DISTRICT:

Jiba

CAD. ZONE: F12

CONVEYANCE OF BUILDING PLAN APPROVAL

With reference to your application for approval of your proposed Building plan, you are hereby granted approval, subject absolutely to the following conditions which you are expected to read and abide by:

- i) That you are to re-establish any missing beacons before approval would be given to you to commence with development.
- ii) That the approval is for development of One (1) suspended floor warehouse/office complex.
- iii) That the area reserved for garden and other open spaces as contained on the approval Site Layout, shall not be built-up in the future and at least 5 trees must be planted within the premises to protect the environment.
- iv) That you are to maintain fencing heights of 1.5m in the front elevation, or any side fronting any road, 0.5m of which is to be either of iron grill or perforated blocks; and 2.0m of solid sandcrete blocks at the rear and side.
- v) That you are not permitted to fence the front and any side of the building abutting road(s). Side fencing must align with the foundation line of the building.
- vi) Fence is temporary structure. Its approval can be withdrawn by Development Control Department and demolished with seven (7) days notice without any compensation.
- vii) That you should notify the Authority and obtain Selling-out approval before you commence construction on the site.
- viii) That you shall not use such explosives whose vibration from your site could affect adjacent site and surroundings, during excavation of rock outcrop.
- ix) That the Authority is not liable for any fault arising from design, construction and usage failure or any deviation whatsoever from the conditions of this approval.
- x) That the building(s) if constructed shall only be used for the purpose for which the plan approval is granted and no change of usage is allowed without the formal consent of this Authority.
- xi) That a complete set of the approved Drawings be kept at site at all times during and after construction.
- xii) That you facilitate access to site by designated Development Control Staff at all times.
- xiii) That you are to maintain a DPC level of 0.45m above the established road level.
- xiv) That the Authority is not liable for any impact which your proposed building may suffer in the course of provision of the infrastructure in the area.
- xv) That during physical construction, concrete mixing, block moulding and any such acts should be strictly contained within your plot, public right of way, storm-water drains and similar public utilities should not be tampered with by the work on your site.
- xvi) That on completion, you must make fire-fighting provision for each dwelling unit/building and solid waste disposal/collection within the premises.
- xvii) That you report on completion work to the Authority so that an official will certify that the Building(s) is/are suitable for human habitation together with your built drawing.
- xviii) That the approval of this plan automatically lapses after six (6) months and two (2) years from the date indicated herein if construction is not started and completed respectively.
- xix) That the Authority reserves the right to withdraw this approval at any stage of implementation if deems necessary.
- xx) The verge between your building and the road, public right of way, storm water drains as well as similar public utilities should not be obstructed or tampered with.
- xxi) That construction materials and waste found on any of the areas mentioned above will lead to closure of site pending payment of approved fines of N50,000.00 and N100,000.00 respectively each time.
- xxii) That the fence/gate house should not be built until infrastructure is in place.
- xxiii) That this approval is considered void if it is discovered that any information leading to its grant is false or forged.
- xxiv) That this building is subject to require renovation every four (4) years.
- xxv) Failure to comply as stated above is contravention of the law, and the Authority will take appropriate action against you.

Please note that construction should not commence in area where the roads and infrastructure are not completed. The Chief Resident Engineer, for your District must be consulted for collection of information on all infrastructures serving your plot. There should be a Sign Board containing details of the plot i.e.

- (a) Location
- (b) Plot No.
- (c) C of O No.
- (d) Date of Building plan/Selling-Out Approval.

Thank you for active participation in the development of Abuja.

ARAYA A. YUSUF
DIRECTOR, DEV. CONTROL
SR. COORDINATOR, (AMMC)

<<CEB7F5A3709C56FC7453734EAF235D69D1>>>

HIS IS THE DOCUMENT REFERRED TO
IN PARAGRAPH
OF THE AGREEMENT



ABUJA METROPOLITAN MANAGEMENT COUNCIL

No. 2 Juba Street, Zone 6, P.M.B. 24 Wuse - Abuja

DEPARTMENT OF DEVELOPMENT CONTROL

Our Ref: TCDA/DC/MP/CID/16088

FILE STATUS

Your Ref:

Date: 22-Oct-14

NAME OF
DEVELOPER

DISTINCTIVE HOMES LIMITED

POSTAL
ADDRESS

PLOT NO.

550

LANDUSE

COMMERCIAL/BUS

DISTRICT

JIBI

CONTACT PHONE 08098811366

CADZONE

F12

New Submission

OBSERVATIONS

PLANNING

>Recommended, insert beacon number on site plan.

ARCHITECTURAL

>Relate the site plan with the floor plan/provide scale on the new site plan and seal

STRUCTURAL

>Recommended, office and warehouse are architecturally linked together; structurally link them from foundation level,***provide roof beams structural detail,***provide x sectional detail for all floor beams; if a beam has differing x sectional properties along its length, provide details for all differing sections,***WAREHOUSE= provide top reinforcement for B1A and B1C both carrying 2 columns***provide structural calculation sheets for entire structure justifying the selection of universal steel sections including roof truss,***seal all structural detail legibly,***provide a professional geotechnical investigation report

ELECTRICAL

>Recommended, provide load schedule and respective current demand for the site plan lighting,***blow up all floor plan lighting for legibility,****introduce sub iv panel,***provide load summary for the entire warehouse leading to the ratings of installed KVAS,***provide fire/alarm current layout.

MECHANICAL

>Recommended, the office and warehouse should be submitted as a single block instead of 2 blocks,***provide FIRE fighting design for the entire building especially the warehouse.

RECOMMENDATIONS

- <>Planning aspect recommended, subject to above comment.
- <>Architectural aspect not recommended.
- <>Structural aspect recommended, subject to above comment.
- <>Electrical aspect recommended, subject to above comment.
- <>Mechanical aspect recommended, subject to above comment.

RESUBMISSION OF AMENDED PLANS MUST BE MADE WITHIN 3 DAYS FROM THE DATE OF THIS LETTER, OR ELSE A NEW SUBMISSION WILL HAVE TO BE MADE.

BASHIR MADAKI SUNUSI

CTPO(DP)N
FOR: DIRECTOR, DEV. CONTROL

[Handwritten signature] 27/11/14

THIS IS THE DOCUMENT REFERRED TO
IN PARAGRAPH 1
OF THE AFFIDAVIT