

THIS LEASE is made the ^{11th} day of ^{April}, 2021 BETWEEN **THE PRESIDENT OF THE REPUBLIC OF GHANA** (hereinafter called "the Lessor" which expression shall where the context so admits or requires include his successors-in-office and his duly authorised officers and servants) acting by **CHAIRMAN OF THE GREATER ACCRA REGIONAL LANDS COMMISSION** of the one part AND **NANA ATTOBRAH QUAICOE** of Post Office Box CT 10519, Cantonments - Accra in the Greater Accra Region of the Republic of Ghana (hereinafter called "the Lessee" which expression shall where the context so admits or requires include his Personal Representatives, Successors, Agents, Sublessees and Assigns) of the other part:-

1. WHEREAS:

- a. By virtue of a Certificate of Title with Land Serial (L.S.) No. 252/36 dated the 20th day of March, 1936, the Government compulsorily acquired a piece or parcel of land including the Giffard Road Layout Extension Area at Cantonments-Accra for an Aerodrome.
- b. Whereas by a Certificate of Allocation dated the 16th day of October 1959 and recorded as L. S. No. 881/59, all that parcel of land measuring an approximate size of 34.51 acres (Plan No. LD 4091/28579) described in the schedule thereto (hereinafter called "the acquired land") was allocated to the Chief of Agricultural Officer Accra for Stores etc. (for Division of Agriculture)
- c. The Lessee has applied for allocation of a portion of the land and the Lessor has agreed to lease a portion of the land known as Plot No. 8, Block 15 measuring an approximate area of 0.24 acre subject to the terms and conditions herein contained.

2. NOW THIS DEED WITNESSES AS FOLLOWS:

In consideration of the sum of One Hundred and Sixty Thousand, Seven Hundred and Fifteen Cedis (Gh¢160,715.00) paid by the Lessee to the Lessor as premium (the receipt of which payment the Lessor hereby acknowledges) and in further consideration of the payment of the annual ground rent herein stated and the observance and performance of the covenants stipulations and

conditions herein contained the Lessor hereby leases to the Lessee All THAT piece or parcel of land known as Plot No. 8 measuring an approximate area of 0.24 acre situate within the Giffard Road Layout Extension Area-Accra at Cantonments-Accra in the La Dade Kotopon Municipal Assembly in the Greater Accra Region of the Republic of Ghana TO HAVE and TO HOLD same unto and to the use of the Lessee for a term of Ninety-Nine (99) years with effect from the 1st day of January, 2021 Yielding and Paying therefore unto the Lessor an annual ground rent of Six Thousand, Seven Hundred and Twenty Cedis (GH¢ 6,720.00) payable yearly in advance on or before the 1st day of January in every year the payment for the period from the 1st day of January, 2021 to the 31st day of December, 2021 having been made on or before the execution of this lease which said amount shall be subject to revision by the Lessor every fifth (5th) year of the term hereby granted.

3. THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

- (a) To pay the said annual ground rent at the times and in the manner aforesaid without any deduction whatsoever whether formally demanded or not.
- (b) To pay interest on any rent arrears at the prevailing Bank of Ghana interest rate.
- (c) To commence within six (6) months from the date hereof the erection of a substantial Residential property upon the demised premises and within a period of twenty-four (24) months from the same date complete the same in a substantial and workmanlike manner with the best materials of their several kinds and in conformity in every respect with plans elevations sections and specifications previously submitted to and approved in writing by the relevant statutory authorities and not to alter the structure or add to the said building or buildings nor erect any other building or structure or carry out any constructional work of whatsoever nature without first obtaining the like approval.
- (d) Not to carry out any development on the demised premises except in accordance with a building permit previously granted by the La Dade Kotopon Municipal Assembly of the area and whenever required by the

Lessee to produce to the Lessor a copy of the building permit granted by the said Municipal Assembly.

- (e) Not to carry out on the demised premises any development or constructional work in any manner that would or is likely to cause damage to the infrastructural facilities developed by the Lessor within the Giffard Road Layout Extension Area at Cantonments-Accra.
- (f) Not to develop or use any part of the land adjoining the demised premises without the written authorisation of the Lessor.
- (g) To pay and discharge all existing and future rates, charges, taxes, duties, assessments, impositions and outgoings whatsoever imposed on the demised premises or upon any building or buildings thereon or imposed upon or payable by the owner or the occupier in respect thereof but in the event of the Lessor at any time hereafter by virtue of any statute, judgement or otherwise being or becoming liable or responsible for the payment of all or any part of such rates, taxes, charges, duties, assessments, impositions and outgoings as aforesaid or a contribution or other payment in lieu thereof then in every such case the Lessee will pay to the Lessor on demand all moneys paid by the Lessor for that purpose and such moneys may be recovered by the Lessor as rent in arrears.
- (h) Not to use or permit the use of the demised premises or any building or buildings thereon otherwise than for **RESIDENTIAL PURPOSES** only.
- (i) To keep the demised premises together with all buildings thereon any additions thereto and the walls, fences, vaults, roads, drains, compound and appurtenances thereto clean and in good condition and substantial state of repair.
- (j) To connect if so required by the Lessor the building or buildings erected upon the demised premises with the nearest water and electricity supply mains and with the sewer where such exists or may eventually be installed.
- (k) Not to do or permit to be done upon the demised premises any act, substance or thing which shall be or may become a nuisance or cause damage, annoyance or inconvenience to the Sublessor or to the occupiers

of any of the adjoining or neighbouring buildings or to the neighbourhood and in particular not to use or permit the use of the demised premises or any part thereof for any noxious or offensive trade or business whatsoever.

- (l) Not without the previous consent in writing of the Lessor to charge or mortgage at law or in equity assign underlet or part with the possession of the demised premises or any part thereof or any building or buildings thereon or any interest therein and to pay the applicable administrative fee on the grant of consent.
- (m) To notify the Lessor of any tenancy created over the demised premises or any building thereon with the particulars of such tenancy.
- (n) To permit the Lessor or its officers or any other persons by them authorised in that behalf at any reasonable time to enter upon the demised premises for the purposes of constructing laying down altering cleansing emptying or maintaining any sewers watercourses cesspools gutters drains water pipes telephone wires or electric wires which the Lessor may consider necessary either for the accommodation of any adjoining property or for any other purposes whatsoever doing as little damage as may be to the demised premises and restoring the surface of the soil and everything erected thereon without any unreasonable delay but without paying compensation for any damage or inconvenience to the Lessee.
- (o) To permit the Lessor and its agents at any reasonable time to enter upon the demised premises and any building or buildings thereon and examine the state of repair and condition thereof and to repair and make good within a reasonable time all defects for which the Lessee is responsible hereunder and of which notice in writing shall have been given by the Lessor to the Lessee or the agents of the Lessee.
- (p) To keep the building or buildings upon the demised premises insured against fire with a reputable Insurance Company in the joint names of the parties hereto in the full value thereof and whenever required by the Lessor to produce to the Lessee the policy of insurance and if the said buildings shall be destroyed or damaged by fire at any time or times to expend the moneys received in respect of such insurance in building and reinstating the same and if such moneys are insufficient for the purpose to provide and

pay the additional sum required for completing such rebuilding or reinstatement out of the Lessee's own moneys and in case the Lessee shall make default in keeping such building or buildings so insured as aforesaid the Lessor may do all things necessary to effect and maintain such insurance and all moneys expended by the Lessor for that purpose shall be repayable by the Lessee on demand and may be recovered as rent in arrears.

- (q) At the expiration or sooner determination of the term to quietly yield up the demised premises together with the building or buildings thereon in such state of repair and condition as shall be in accordance with the covenants hereinbefore mentioned without any claim for compensation whatsoever.

4. THE LESSOR HEREBY COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) That the Lessee paying the annual ground rent in the manner herein specified and observing or performing all covenants stipulations and conditions herein contained shall peaceably and quietly hold and enjoy the property without any unlawful interference or disturbances whatsoever from or by the Lessor or any person or persons lawfully claiming from under or in trust for it during the term hereby granted and any renewed term.
- (b) To observe and perform all the implied covenants under a lease for valuable consideration imposed upon the Lessor by the relevant provisions of the Conveyancing Act, 1973 (NRCD 175) or any other prevailing Act.

5. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED THAT:

- (a) The yearly ground rent of Six Thousand, Seven Hundred and Twenty Cedis (GH¢6,720.00) hereby reserved and payable from the commencement of this lease shall cease to be payable and a fully economic rent shall be payable if the Lessee shall assign sub-demise or part with possession of the said demised land or any part thereof.
- (b) If the annual ground rent hereby reserved or any part thereof shall be in arrears for three calendar months whether formally demanded or not or if the Lessee shall become bankrupt or shall file any petition under the

LAND TITLE REGISTRY

SECTION	BLOCK	PARCEL	LOCALITY	DISTRICT
16	15	8	CANTONMENTS	003
				REGION
				GREATER ACCRA



Area = 0.24 Acre(s)(0.10 Ha)

Scale : 1 : 2500



Bearings referred to
Meridian 1° West
National Grid

Note: All parcel corners numbered 1 through 6,
on this plan are prefixed by *G.A 003/16/15/8*

PLAN DATA 'B'

	From	To	Bearing	Distance
	X	Y		
1	334372.86	1202852.44	2 093°19'	70.4'
2	334368.79	1202922.75	3 178°16'	117.0'
3	334251.84	1202926.29	4 267°53'	86.2'
4	334248.65	1202840.18	5 355°08'	59.8'
5	334308.27	1202835.11	6 001°37'	50.3'
6	334358.50	1202836.53	1 047°56'	21.4'

**SURVEY OF GHANA
PLAN REFERENCE**

Grid: NATIONAL

Unit of Measure : FEET

Plan No. 032/2021

CC. No. C 12014

LTR. Plan G.A. 003/16/15/8

[Signature]
DIRECTOR OF SURVEYS

27-04-2021

REGISTRY MAP No.

003/016/1998

insolvency laws of Ghana or elsewhere or compound with his creditors or suffer any execution to be levied on his effects within the territory of Ghana or if the Lessee being a Corporation shall enter into liquidation whether compulsory or voluntary (not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction) or if any covenant [particularly the adherence to stipulated land use and twenty-four (24) months development period] on the Lessee's part shall not be duly performed and observed it shall be lawful for the Sublessor to re-enter upon the said demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the Sublessor in respect of any antecedent breach of any of the Lessee's covenants herein contained.

- (c) If any part of the demised premises falling within a road reservation line is required by the Lessor for road widening or other public utility facilities the Lessor shall have the right upon giving reasonable prior notice in writing to re-enter upon such land which shall thenceforth cease to form part of the land hereby demised without paying compensation but subject to the appropriate reconsideration of the rent to be thenceforward payable in respect of the remaining part of the demised premises and subject to the Lessor carrying out such accommodation works as it considers necessary without cost to the occupiers or the Lessee.
- (d) Nothing in this lease contained shall be deemed either to convey or to dispense with the necessity of applying for and obtaining every such permit and authority as may be required by the Sublessee in connection with any works or activities of whatsoever nature proposed to be carried out on the demised premises.
- (e) The parties acknowledge and accept that the demised premises is part of the Residential Area and that the covenants herein shall run with and bind all the parcels of the land and that all Persons having or acquiring any right title or interest therein shall be mutually bound by and mutually entitled to enforce the covenants in so far as they affect the use and enjoyment of the person's land.

SCHEDULE

All THAT PARCEL of land known as Plot No. 8 situated at CANTONMENTS in the Accra Metropolitan Assembly in the Greater Accra Region of the Republic of Ghana; which bearing together with all other bearings hereinafter mentioned is referred to Meridian 1° west Longitude which bounds runs on a bearing of

093°19' for a distance of 70.4ft to pillar marked G.A003/16/15/8/1, thence runs from on a bearing of 178°16' for a distance of 117.0ft to pillar marked G.A003/16/15/8/2, thence runs on a bearing of 267°53' for a distance of 86.2ft to pillar marked G.A003/16/15/8/3, thence runs on a bearing of 355°08' for a distance of 59.8ft to pillar marked G.A003/16/15/8/4, thence runs on a bearing of 001°37' for a distance of 50.3ft to pillar marked G.A003/16/15/8/5, thence runs on a bearing of 047°56' for a distance of 21.4ft to pillar marked G.A003/16/15/8/6, the point of commencement and thereby enclosing an approximate area of 0.24 of an Acre OR 0.10 Hectare be the same several dimensions little more or less, which piece or parcel of land are more particularly delineated on the registry map/plan attached to these presents and thereon shewn edged pink.

IN WITNESS WHEREOF the party hereto of the first part has hereunto set his hand and affixed the Seal of the Lands Commission and the party hereto of the second part has hereunto set his hand the day and year first above-written.

SIGNED SEALED with the Seal of]
the **LANDS COMMISSION** and]
DELIVERED by the said **ALEX**]
QUAYNOR for and on behalf of the]
PRESIDENT OF THE REPUBLIC]
OF GHANA in the presence of: -]



.....
ALEX QUAYNOR

ABRAHAM ADEQUATAH]
.....]

LANDS COMMISSION]
.....]

Box C 5008]
.....]

CANTONMENTS-ACCRA]
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SIGNED SEALED and
DELIVERED by the said NANA
ATTOBRAH QUAICOE in the
presence of: -

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Above

ASADI OMEGA WRIGHT
SOXAL MANU YAKROU CUNOR
0543949151
(SIGNED)



This is the Instrument marked "A" referred to in the Oath of within-named
ABRAHAM ACOVAAH
... sworn before me this *11TH* day of
MAY 202*0*



OATH OF PROOF

I, ABRAHAM ACQUAH of Lands Commission, Accra MAKE OATH and SAY that on the 11th day of MAY 2021 I was present and saw ALEX QUAYNOR duly execute the Instrument now produced to me and marked "A" and that the said ALEX QUAYNOR can read and write.

Sworn at Accra this 11th day of MAY 2021

[Signature]

DEPONENT

Before me.

LANDS COMMISSION
.....
REGISTRAR OF LANDS
Registrar of Lands



On the 11th day of MAY 2021 at 4:30 O'clock in the FORE noon this Instrument was proved before me by the Oath of within-named ABRAHAM ACQUAH
... to have been duly executed by the within-named ALEX QUAYNOR.



LANDS COMMISSION
.....
REGISTRAR OF LANDS