

LEGAL DEVELOPMENT PROPOSAL

Submitted to

Ajala Belgore

Gwarimpa House 3, 353 ROAD, ABUJA, FCT, NIGERIA

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Joint Property Development Proposal for the Construction of Seven (7) Units of 5 Bedroom Terrace Duplex.

1. INTRODUCTION

This Legal Development Proposal sets out the framework for a proposed Joint Property Development Arrangement between the **Landowner** (*Ajala Belgore Gwarimpa House 3, 353 ROAD, ABUJA, FCT, NIGERIA*) and the **Developer** (Engr. AHMED ABIODUN of Plot L119, House 9 Extension 3, Kubwa, Abuja.) concerning the development of a parcel of land situated at **Gwarimpa, Abuja, Federal Capital Territory**.

The proposal is intended to provide the commercial and legal basis upon which the parties shall negotiate and execute a formal **Joint Development Agreement (JDA)**. It outlines the respective obligations, rights, allocation of benefits, project implementation strategy, risk allocation, and dispute resolution mechanisms.

2. PARTIES

A. Landowner

The registered owner (or beneficial owner with legal authority) of the property located at Gwarimpa, Abuja.

B. Developer

A property development company or individual with the technical, financial and managerial capacity to undertake the proposed construction.

3. THE PROPERTY

The property comprises:

- Land situated at Gwarimpa, Abuja;
- Together with all appurtenances attached thereto;
- Free from encumbrances (subject to verification during due diligence).

The landowner shall make the land available exclusively for the development project.

4. OBJECT OF THE DEVELOPMENT

The parties propose to jointly develop the property through the construction of:

Seven (7) Units of 5 Bed-Room Terraces (Duplex) Residential Flats

The exact number of units per block shall be determined by the approved architectural drawings and planning approvals.

5. CONSIDERATION

The consideration for the release of the land shall not be monetary.

Instead, the Developer shall construct and deliver to the Landowner in Semi-finished level:

-50% of the terraces as agreed in the ration sharing specifically Block 1, 3 and 4 Terraces shall belong to the landowner.

-The remaining **Three (3) Terraces** (2, 6 and 7) shall belong exclusively to the Developer as compensation for financing and executing the project and the 5th Terrace shall be owned jointly by both parties.

6. DEFINITION OF "SEMI-FINISHED"

For purposes of this proposal, "Semi-Finished" shall include completion of the following:

- Structural works;
- Roofing;
- External walls;
- Internal partitioning;
- Windows and external doors;
- Electrical conduits;
- Plumbing piping;
- Plastered walls;
- Screeded floors;

- Staircases;
- Septic system (where applicable);
- Water storage infrastructure;
- External rendering.

The following shall ordinarily be excluded unless otherwise agreed:

- Floor tiles;
- Internal painting;
- Kitchen cabinets;
- Wardrobes;
- Sanitary fittings;
- Electrical accessories;
- Internal doors;
- Air-conditioning installations;
- Decorative finishes;
- Landscaping.

7. RESPONSIBILITIES OF THE LANDOWNER

The Landowner shall:

1. Make the land available for development.
2. Produce all title documents including:
 - Certificate of Occupancy (if applicable);
 - Deed of Assignment;
 - Survey Plan;

- Building approvals (where applicable);
 - Tax receipts.
 - Payment of Ground Rent Receipts till date
 - Payment of Water Bill and other Rents, Service Charges due before the commencement of this agreement.
3. Execute all legal documents required for the development.
 4. Grant the Developer peaceful possession during construction.
 5. Refrain from creating any encumbrance over the property during the subsistence of the agreement.
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8. RESPONSIBILITIES OF THE DEVELOPER

The Developer shall:

- Finance the entire project;
 - Obtain architectural and engineering designs;
 - Procure statutory approvals;
 - Engage contractors and consultants;
 - Supply all construction materials;
 - Supervise the project;
 - Deliver the agreed 50% of the entire buildings to the Landowner at the agreed semi-finished level under item 6;
 - Bear all construction risks until handover.
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9. PROJECT COST

The Developer shall solely bear:

- Construction costs;
- Labour costs;
- Consultancy fees;
- Engineering costs;
- Professional fees;
- Government approvals;
- Utility connection charges;
- Insurance;
- Site security;
- Administrative expenses.

The Landowner shall not contribute financially unless otherwise agreed in writing.

10. TIMELINE

Subject to:

- planning approvals;
- force majeure;
- weather conditions; and
- government directives,

the project shall be completed within **24 months** from the commencement date.

A detailed construction programme shall form part of the final agreement.

11. OWNERSHIP STRUCTURE

Upon completion:

Landowner

The Landowner shall become the absolute owner of:

- 50% of the terraces as agreed in the ration sharing specifically Block 1, 3 and 4 Terraces.

Developer

The Developer shall become the absolute owner of:

- 50% of the terraces as agreed in the ration sharing specifically Block 2, 6 and 7 Terraces.

Terrace 5 shall be jointly owned, sold and the proceed shall be shared together among the landowner and developer in equal form.

Each party shall be entitled to separate documentation in respect of its allocated blocks, subject to applicable planning laws and title requirements.

Each party shall bear the cost for the perfection of title documents after completion.

12. PREMIUM

The **Landowner and Developer agreed that the** money meant for the premium in the sum of N30,000,000 (Thirty-Million Naira Only) be paid by the developer to the landowner which is to be refunded and deducted from the landowner shares from the sales of Terrace 5 upon sales by the developer.

13. APPROVALS

The Developer shall obtain:

- Development Permit;
- Building Approval;
- Environmental approvals where necessary;
- Fire Service approvals;
- Utility approvals;
- Occupancy certifications.

The Landowner shall cooperate by signing all necessary statutory forms.

14. QUALITY OF WORK

The Developer shall ensure that:

- all construction complies with Nigerian building regulations;
- approved drawings are followed;
- quality materials are used;

- registered professionals supervise the project.
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15. INSURANCE

The Developer shall procure appropriate insurance during construction, including:

- Contractor's All Risks Insurance;
 - Public Liability Insurance;
 - Workers' Compensation where applicable.
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16. WARRANTIES

The Developer shall warrant that:

- construction shall comply with approved specifications;
 - materials supplied shall be of merchantable quality;
 - structural defects attributable to workmanship discovered within the agreed defect liability period shall be remedied at the Developer's expense.
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17. DEFAULT

The following shall constitute default:

By the Landowner

- Withdrawal of the land after commencement;
- Failure to execute necessary documents;
- Sale of the land to third parties;
- Interference with construction.

By the Developer

- Unreasonable abandonment of the project;
- Failure to meet agreed specifications;
- Failure to complete within the agreed period without lawful justification.

Appropriate remedies, including specific performance, damages, termination rights, and indemnities, shall be set out in the definitive agreement.

18. TERMINATION

Either party may terminate where:

- there is a material breach not remedied within a specified cure period;
- fraud or misrepresentation is established;
- the project becomes impossible due to government acquisition or prolonged force majeure.

Termination shall be without prejudice to accrued rights and obligations.

19. DISPUTE RESOLUTION

The parties shall adopt a tiered dispute resolution process:

1. Good-faith negotiation.
 2. Mediation.
 3. Arbitration under the Arbitration and Mediation Act, 2023, seated in Abuja.
 4. Enforcement of the arbitral award by a court of competent jurisdiction where necessary.
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20. GOVERNING LAW

This proposal and the subsequent Joint Development Agreement shall be governed by:

- The Constitution of the Federal Republic of Nigeria, 1999 (as amended);
 - The Land Use Act, Cap. L5, Laws of the Federation of Nigeria 2004;
 - The Federal Capital Territory planning and building regulations;
 - The Arbitration and Mediation Act, 2023; and
 - Other applicable laws of the Federal Republic of Nigeria.
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21. CONDITIONS PRECEDENT

Execution of the definitive agreement shall be subject to:

- verification of the Landowner's title;
- satisfactory due diligence;
- valuation of the land;
- approval of the architectural design;
- feasibility and financial viability assessments; and

- obtaining all required governmental consents.
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21. CONFIDENTIALITY

Both parties shall keep confidential all commercial, financial, technical and legal information relating to the project, except where disclosure is required by law or with the written consent of the other party.

22. CONCLUSION

This proposal establishes the commercial understanding that the Landowner shall contribute the land as equity while the Developer shall provide the financing, expertise, and construction necessary to develop seven (7) residential blocks. In consideration of the land contribution, the Developer shall deliver three (3) semi-finished blocks of flats to the Landowner at no cost, while retaining ownership of the remaining four (4) blocks upon completion. The parties acknowledge that this proposal is intended as the basis for negotiating and executing a comprehensive Joint Development Agreement, together with all ancillary documents necessary to protect their respective legal and commercial interests.

For implementation, I recommend that this proposal be converted into a **comprehensive Joint Development Agreement (JDA)** by a solicitor. The final agreement should also include detailed clauses on land valuation, project milestones, security for performance (such as a legal mortgage or escrow arrangement), step-in rights, liquidated damages for delay, subdivision and title

perfection, tax obligations, and registration at the appropriate land registry to better protect both the landowner and the developer.

IN WITNESS WHEREOF the Landowner and the Developer have set their hands and caused their date and year first above written.

**SIGNED BY THE WITHIN NAMED
DEVELOPER**

Engr. AHMED ABIODUN

In the presence of:

NAME:.....

ADDRESS:.....

OCCUPATION:.....

SIGNATURE:.....

**SIGNED BY THE WITHIN NAMED
LANDOWNER**

AJALA BELGORE

In the presence of:

NAME:.....

ADDRESS:.....

OCCUPATION:.....

SIGNATURE:.....

ATTESTATION

COMMISSIONER FOR OATH / NOTARY PUBLIC

Name:

Seal/Stamp:

Date:

