

SCHEDULE

(Section 42 (1))

OFFICE OF THE COMMISSIONER
MINISTRY OF.....

LANDS DIVISION ENUGU

To.....

NOTICE TO QUIT OR VACATE STATE LAND

You are hereby required within.....days from the date hereof, to vacate or give up possession and/or occupation of State land situate at..... in.....Local Government Area being land in your possession or occupation as a squatter.

DATED at..... the.....day of.....19...

Authorized Officer

STATE LANDS (CERTIFICATE OF OCCUPANCY)

REGULATIONS

made under section 37

Regulations
34 of 1918,
29 of 1972,
20 of 1932,
81 of 1940,
L.N 131 of
1954

Citation.

1. These regulations may be cited as the State Lands (Certificate of Occupancy) Regulations.

Different
kinds of
certificate of
occupancy.

2. A Certificate of Occupancy of State lands shall ordinarily be of one of the several descriptions following—

- (a) "agricultural certificate of occupancy" issued for the purpose of cultivation, planting and farming;
- (b) "building certificate of occupancy" issued for the purpose of erecting buildings for residential, business or any special purpose;

- (c) "railway site certificate of occupancy" issued in respect of land situate near a railway for the purpose of erecting warehouses to be used for the storage or manipulating of railway-borne produce;
- (d) "an occupation certificate of occupancy" issued for residential, business or, in the case of a Nigerian, farming purposes.

AGRICULTURAL CERTIFICATE OF OCCUPANCY

3. An agricultural certificate of occupancy shall not ordinarily be issued for a term exceeding fifty-five years, of for an area exceeding twelve hundred acres. Term and area.

4. No person who already holds an agricultural certificate of occupancy shall be granted a further agricultural certificate of occupancy unless two-thirds of the cultivable portion of the area held by him under his existing certificate of occupancy is, at the time of his application for a further certificate of occupancy, under cultivation to the satisfaction of the Governor. Restriction on the holder of a certificate of occupancy acquiring a further certificate of occupancy.

5. The following special covenants on the part of the certificate of occupancy and conditions shall, unless expressly varied or excepted, be implied in every agricultural certificate of occupancy— Implied covenants and conditions.

A——Covenants

- (a) To pay such compensation as may be fixed by the Governor or his authorized agent for disturbance of the inhabitants in their use or occupation of the land.
- (b) During the first two years of the term of the certificate of occupancy to expend on cultivation and clearing a sum at least equivalent to one naira per acre of the total area demised.
- (c) To bring the cultivable portion of the land demised under cultivation at the rate of one-eighth of such land in each of the first eight years of the term of the certificate of occupancy and thereafter to keep in cultivation the whole of the cultivable portion of the area of the certificate of occupancy to the satisfaction of the Governor.
- (d) Should live stock be brought on the land demised, to erect and maintain such fences as will prevent such stock from straying off such land.

- (e) Not to construct upon the land demised any dwelling-house or any permanent erection except labourers' huts and building to be used for storing agricultural machinery, tools or produce or for other purposes directly connected with the carrying on of cultivation, planting or farming or the housing of live stock.
- (f) Not to plant or erect any building within eleven metres of the centre of any main road.

B—Conditions

- (a) If any question shall arise as to whether any portion of the land demised is cultivable, the decision of the Governor thereon shall be final.
- (b) All right of inhabitants in respect of water, sacred trees and groves on the land demised are reserved.
- (c) The formation of labourers' camps shall be subject to the following conditions—
 - (i) that the persons living therein remain entirely under the Government and Local Government council shall at all times have the right of access to such camps;
 - (ii) that the camp is kept in a thoroughly sanitary state;
 - (iii) that no fees or rental are charged to the persons living therein for their houses.
- (d) When inhabitants are at the date of the certificate of occupancy occupying any part of the land demised, the compensation to be paid for them by the grantee for improvements and disturbance will be assessed by the Governor or his authorized agent, as soon as conveniently may be after the date of the certificate of occupancy, and any such inhabitant shall have the option either—
 - (i) to vacate immediately and receive the compensation assessed or
 - (ii) to remain on the land until the grantee requires them to vacate or they desire to vacate the land and on vacating the land to receive from the grantee the compensation assessed as aforesaid:

Provided that if the grantee permits persons, whether in occupation of the land at the date of the certificate of occupancy or allowed by the grantee subsequently to occupy any part of the land, to make improvements upon the land after the date of the certificate of occupancy, the grantee shall be liable

to pay compensation for such improvements upon requiring the persons to vacate the land.

6. An agricultural certificate of occupancy may be in the Form A in the Schedule. Form A.

BUILDING CERTIFICATE OF OCCUPANCY

7. No building certificate of occupancy shall be granted for a term exceeding ninety-nine years. Term of building certificate of occupancy.

8. The following special covenants on the part of the grantee shall, unless expressly varied or excepted, be implied in every building certificate of occupancy— Implied special covenants.

- (a) Within the time stated in the certificate of occupancy to erect and complete on the land demised building or other works of the nature and of a value not less than that stated in the certificate of occupancy to the satisfaction of the Controller of Works Service or of such other officer as the Governor may appoint on that behalf.
- (b) Not to use or permit the use of the land demised for any purpose other than that specified in the certificate of occupancy.
- (c) To clear and keep cleared the land demised of stagnant water, growth of long grass, rank weeds and bushes, and accumulation and deposit of rubbish and unwholesome matter; and to keep the same in all respects in a clean and sanitary condition, and for such purposes to do and execute all such acts and works as the Governor or any officer appointed by the Governor on that behalf may reasonably require.

9. A building certificate of occupancy may be in the Form B in the Schedule. Form B.

RAILWAY SITE CERTIFICATE OF OCCUPANCY

10. No railway site certificate of occupancy shall be granted for a term exceeding ninety-nine years. Term of railway site certificate of occupancy.

Implied
covenants and
conditions.

11. The following special covenants on the part of the grantee and conditions shall, unless expressly varied or excepted, be implied in every railway site certificate of occupancy—

A.——Covenants

- (a) Within the time stated in the certificate of occupancy to erect and complete upon the land demised to the satisfaction of the Governor (or of any officer appointed by the Governor in that behalf) a warehouse together with its appurtenances which shall include a suitable platform of a width of not less 2.5 metres and built up to truck floor level (or other specified level) on that side of the land which abuts on the railway siding. The said warehouse and all its appurtenances to be in accordance with specifications and plans including a site (or block) plan showing the exact location proposed for the warehouse and appurtenances on the land demised and also the proposed system of drainage for dealing with surface water all of which must have received the approval in writing of the Chief Engineer of the Railway Corporation (or any other officer appointed by the Governor in that behalf) before construction is commenced.
- (b) That he will use and permit land demised to be used for warehouse or factory purposes which require railway access and facilities and that he will not use or permit the said land or any building erected thereon to be used as a place of residence except for a caretaker or watchman or as a place of business except as described in the first part of this covenant.

Provided always that in such cases where there is no other trading site in possession of the grantee within a distance of 3.219 km. the grantee shall be entitled to use the land demised for trading in merchandise subject to the following conditions—

- (i) wines, spirits or beer are to be sold on retail;
- (ii) kerosine, petrol, dangerous or inflammable goods are not to be stored or sold;
- (iii) access to the store is to be other than over railway lines;
- (iv) the right to use the land demised for trading in merchandise may, without in any way derogating from the right to determine the certificate of occupancy by virtue of any condition therein contained or implied, be withdrawn at any time by notice in writing by the General Manager of the Railway Corporation to the effect that such trading is contrary to efficient or safe working of the railway in the locality;

- (v) the grantee shall not be entitled to claim compensation for any disturbance or improvements made by him for the purpose of carrying on trading under this proviso.
- (c) At all times during the term of the certificate of occupancy to use land demised so as to facilitate the discharge and loading of railway-borne goods.
- (d) To clear and keep clear the land demised of stagnant water, growth of long grass, rank weeds and bush, and accumulation and deposit of rubbish and unwholesome matter; and to keep the same in all respects in a clean and sanitary condition, and for such purposes to do and execute all such acts and works as the General Manager of the Railway Corporation or any officer appointed by the Governor on that behalf may reasonably require.

B———Conditions

- (a) If during the term of the certificate of occupancy it shall appear to the Governor that the land demised or any part thereof is required for any public purpose or if the railway system of dealing with traffic is so altered that in the opinion of the Governor it is desirable that the land demised be resumed by the Government, the Governor may give notice in writing to the grantee of his intention to resume the land, and on the expiration of six months from the date of such notice the certificate of occupancy shall forthwith determine, and the Governor shall repay to the grantee the proportion of the annual rent paid in respect of the unexpired portion (if any) of the then current year of the term, and if the certificate of occupancy is determined before the date on which the rent may be first revised, a proportionate part of the premia (if any) paid for the certificate of occupancy.
- (b) The grantee shall be entitled to be paid the value of any buildings on the land (such value if not agreed upon, to be determined by arbitration), but shall not be entitled to compensation for disturbance for or any claim arising therefrom.

12. A railway site certificate of occupancy may be in the Form C in the schedule.

OCCUPATION CERTIFICATE OF OCCUPANCY

13. An occupation certificate of occupancy may be granted to a Nigerian for any or for an indefinite term and to a non-Nigerian for a term not exceeding ninety-nine years.

Form of non-European occupation certificate of occupancy.

regulations for which the certificate of occupancy may be granted.

14. An occupation certificate of occupancy may be granted for residential, business or farming purposes or all or any of such purposes; provided that such a certificate of occupancy shall not be granted for farming purposes to a non-Nigerian.

Implied covenants and conditions.

15. The following special covenants on the part of the grantee and conditions shall, unless expressly varied or excepted, be implied in every occupation certificate of occupancy, provided that condition B (a) shall not be implied in a certificate of occupancy to a non-Nigerian-

A——Covenants

- (a) When the certificate of occupancy is granted for residential or business purposes, the covenants (a) implied in a building certificate of occupancy by virtue of regulation 7.
- (b) Not to use or permit the land demised to be used for any purpose other than that specified in the certificate of occupancy.

B——Conditions

- (a) Whenever a certificate of occupancy shall be forfeited by reason of any breach of the covenants or conditions of the certificate of occupancy, the Governor shall cause the unexhausted improvements effected on the land by the grantee to be valued and shall pay to the grantee the value of such improvement after deducting any moneys which may be due from the grantee to the Government;

Provided that if the grantee is dissatisfied with the valuation of the improvements the matter shall be referred to an arbitrator to be agreed upon by the Governor and the grantee, or in the absence of such agreement, to be appointed by a judge of the High Court. The decision of the arbitrator shall be final, and if the sum awarded by the arbitrator is not more than that offered by the Governor the grantee shall pay the cost of the arbitration.

- (b) Except as provided by section 16 of the State Lands Law, the Chief Lands Officer shall not during the term of the certificate of occupancy recover possession of the land demised otherwise than by voluntary surrender by the grantee, or by proceedings under the Public Lands Acquisition Law.

(Cap. 108)

Form D. 16.

16. An occupation certificate of occupancy may be in the Form D in the Schedule.

SCHEDULE

FORM A

Reg. 6.

AGRICULTURAL CERTIFICATE OF OCCUPANCY

1. This indenture made this.....day
of.....between.....
Governor for and on behalf of the Government of Anambra State (who and
whose successors in office are hereafter designated and included in the term
"the Governor") of the one part, and.....(who and
whose.....and assigns are hereinafter designated
and included in the term "the grantee") of the other part witnesseth that the
Governor in pursuance of the powers conferred upon him by the State Lands
Law, doth hereby demise unto the grantee all that parcel of land situate at
.....more particularly marked and delineated in the
plan set out on these presents and coloured.....for the term
of the term of.....years from
the.....day of.....
19....., subject to the provisions of the aforesaid Law and to the
covenants and conditions implied by virtue of the said Law and of the
regulations for the time being in force under the said Law (and to the special
covenants and conditions hereinafter contained).

Rent.....per annum.

Revision periods.....

2. The grantee covenants with the Governor as follows (a)---

(a) Insert any
special
covenants not
implied by
virtue of the
Law or
regulations.

3. Provided always that it is hereby agreed as follows (b)---

(b) Insert any
special
conditions not
implied by
virtue of the
Law or
regulations.

In witness whereof the parties hereto have set their hands and seals
this..... day of..... 19.....

Signed, sealed and delivered by the)

said.....)

in the present of.....)

Signed, sealed and delivered by the)

said.....)

In the presence of)

FORM B

Reg. 9.

BUILDING CERTIFICATE OF OCCUPANCY

1. This indenture made this..... day
of..... between..... Governor, Anambra State
Nigeria (who and whose successors in office are hereinafter designated and
included in the term "the Governor") of the one part, and..... (who
and whose..... and assigns are hereinafter
designated and included in the term "the grantee") of the other part
witnesseth that the Governor in pursuance of the powers conferred upon him
by the State Lands Law, doth hereby demise unto the grantee all that parcel
of land situate at more particularly marked and
delineated in the plan set out on these presents and
coloured..... for the term
of..... years from the..... day
of....., 19....., subject to the provisions of the aforesaid Law
and to the covenants and conditions implied by virtue of the said Law and of
the regulations for the time being in force under the said Law (and to the
special covenants and conditions hereinafter contained).

FORM C

Reg. 12.

RAILWAY SITE CERTIFICATE OF OCCUPANCY

1. This indenture made this..... day of..... between..... Governor for and on behalf of the Government of Anambra State of Nigeria (who and whose successors in office are hereinafter designated and included in the term "the Governor") of the one part, and..... (who and whose..... and assigns are hereinafter designated and included in the term "the grantee") of the other part witnesseth that the Governor in pursuance of the powers conferred upon him by the State Lands Law, doth hereby demise unto the grantee all that parcel of land situate at..... more particularly marked and delineated in the plan set out on these presents and coloured..... (Cap. 131). for the term of..... years from the..... day of....., 19..... subject to the provisions of the aforesaid Law and to the covenants and conditions implied by virtue of the said Law and of the regulations for the time being in force under the said Law (and to the special covenants and conditions hereinafter contained).

Rent..... per annum.

Revision periods.....

Description and value of buildings)
to be erected)

Time within which such buildings)
are to be erected)

Purposes for which the land)
demised may be used)

2. The grantee covenants with the Governor as follows (a)—

.....
.....

(a) Insert any special covenants not implied by virtue of the Law or regulations.

3. Provided always that it is hereby agreed as follows (b)—

.....
.....

(b) Insert any special conditions not implied by virtue of the Law or regulations.

In witness whereof the parties hereto have set their hands and seals
this..... day of....., 19.....

Signed, sealed and delivered by the)
said.....)
in the presence of)
Signed, sealed and delivered by the)
said.....)
in the presence of)
Time within which the warehouse)
to be erected on the land is to)
be completed.)

(a) Insert any
special
covenants not
implied by
virtue of the
Law or
regulations.

2. The grantee covenants with the Governor as follows (a)—

.....
.....

(b) Insert any
special
conditions not
implied by
virtue of the
Law or
regulations.

3. Provided always that it is hereby agreed as follows (b)—

.....
.....

In witness whereof the parties hereto have set their hands and seals
this..... day of....., 19.....

Signed, sealed and delivered by the)
said.....)
in the presence of)
Signed, sealed and delivered by the)
said.....)
in the presence of)

NON-NIGERIAN OCCUPATION CERTIFICATE OF OCCUPANCY

1. This indenture made this..... day of..... between..... Governor for and on behalf of the Government of Anambra State of Nigeria (who and whose successors in office are hereinafter designated and included in the term "the Governor") of the one part, and..... (who and whose..... and assigns are hereinafter designated and included in the term "the grantee") of the other part witnesseth that the Governor in pursuance of the powers conferred upon him by the State Lands Law, doth hereby demise unto the grantee all that parcel of land situate at..... more particularly marked and delineated in the plan set out on these presents and coloured..... for the term of..... years from the..... day of..... 19..... subject to the provisions of the aforesaid Law and to the covenants and conditions implied by virtue of the said Law and of the regulations for the time being in force under the said Law (and to the special covenants and conditions hereinafter contained).

(Cap. 137)

Rent..... per annum.

Revision periods.....

Rent..... per annum.

Revision periods.....

Nature and value of buildings)

to be erected)

are to be erected)

Time within which such buildings)

are to be erected.)

Purposes for which the land)

)

demised may be used.)

(a) Insert any special covenants not implied by virtue of the Law or regulations.

2. The grantee covenants with the Governor as follows (a)---

.....

(b) insert any special conditions not implied by virtue of the Law or regulations.

3. PROVIDED always that it is hereby agreed as followed (b)-

.....

In witness whereof the parties hereto have set their hands and seals this..... day of....., 19.....

Signed, sealed and delivered)

by the said.....)

in the present of)

Signed, sealed and delivered)

by the said.....)

in the presence of

TEMPORARY OCCUPATION REGULATIONS

made under section 37

Regulation
10 of 1928, 2
of 1946.

1. These regulations may be cited as the State Lands (Temporary Occupation) Regulations.

2. Licences for the temporary occupation of State Lands in the State may be issued by the Chief Lands Officer for a period not exceeding twelve months.

3. All such licences shall expire on the date mentioned therein, unless surrendered or sooner determined under regulations 5.

4. The sum payable for the issue of any such licence and the use to which the land is to be put or the persons to whom licences are issuable shall be determined by the Chief Lands Officer.

5. Every such licence shall be subject to the following conditions---

(a) Neither the licence nor any of the rights conferred by its shall be transferred or assigned to any other person; nor shall the land the subject of the licence or any part of it be sublet.