



SOUTH SOUTH ESTATES



FLOURISH CITY ESTATES (SOUTH SOUTH)

SUBSCRIPTION FORM

AFFIX
A PASSPORT
PHOTOGRAPH

SECTION 1: SUBSCRIBER'S DETAILS

Please complete all fields in block letters. Fields marked with asterisks (*) are mandatory. Tick boxes where appropriate.

NAME*

Mr. ☐ Mrs. ☐ Miss. ☐

NAME*

Mr. ☐ Mrs. ☐ Miss. ☐

ADDRESS*

DATE OF BIRTH/INCORPORATION* **GENDER*** **MALE** ☐ **FEMALE** ☐

MOBILE NUMBER* **NATIONALITY***

NAME OF SPOUSE*

(If Applicable)

OCCUPATION **COUNTRY OF RESIDENCE**

EMAIL ADDRESS*

SECTION 2: NEXT OF KIN

NAME:

DATE OF BIRTH: **MEANS OF IDENTIFICATION:**

ADDRESS:

PHONE NUMBER: **EMAIL ADDRESS:**

SECTION 3: SUBSCRIBER'S DECLARATION

I/We.....hereby affirm that all information provided as a requirement for the purchase of land with PWAN HOMES Is true and I/We shall be held responsible for any inaccurate information provided by the subscriber

***TYPE OF PLOT:** ☐ Residential ☐ Commercial plot (attracts 10%) Number of plots **PLOT SIZE:** ☐ 300SQM ☐ 450SQM ☐ 500SQM ☐ 600SQM

DURATION ☐ Outright ☐ 6 Months ☐ 12 Months

FOR INDIVIDUAL

SIGNATURE* **DATE***

FOR ORGANIZATION

DIRECTOR* **DATE***

DIRECTOR/SECTARY* **DATE***

FOR REFERRAL DETAILS

NAME*

DATE*

PHONE NO

EMAIL



To help you better understand our process, here are some commonly asked questions:

- WHAT IS PWAN HOMES LTD AND WHAT DOES PWAN HOMES DO?

A. PWAN HOMES LTD, a Leading Real Estate Company and Full Property Development Company (FPDC), a leading player in the construction sector of the economy with offices in Lekki, Lagos State. We also have branch offices across the four geopolitical zones in the country to wit: North Central, South West, South East and South South
- WHAT DO I GET AFTER THE INITIAL DEPOSIT?

B. A duly signed Receipt of payment.
- IS PWAN HOMES LTD AML/CFT COMPLIANT?

A. Yes
- CAN, I START CONSTRUCTION OR BUILDING ON THE LAND NOW?

You can start building on the land after Physical Allocation while Fencing and gatehouse construction is going. Provided applicant has sought and obtained approval from the company.

- WHEN IS THE ALLOCATION DONE?

All allocations shall be done after all payments is completed and during the next dry season from date of final payment.

- ESTATES AND CORRESPONDING PAYMENTS (TABLE FORMAT)

ESTATE	TITLE	PLOT SIZE in Sqm	OUTRIGHT	6 Months	12 Months	DEED O F ASSIGNME NT	SURVE Y FEE	CORNER PLOT DEMARCAT ION
Flourish City Ibusa	Survey & Deed of Conveyanc- e	464sqm	10,000,000			10 % of Purchase Price	300,000	70,000

FLOURISH PRIDE IBUSA	Survey & Deed of Assignment	464 SQM	7,500,000			10% of the Purchase Price	300,000	70,000
THE SIGNATURE	Survey & Deed of Assignment	464 SQM	45,000,000			10% of Purchase Price	300,000	70,000
FLOURISH PARADISE PORT HARCOURT	Survey and Deed of Assignment	464 sqm	10,000,000			10% of the Purchase Price	200,000	70,000
FLOURISH CITY WARRI	Survey & Deed of Assignment	464 sqm	3,500,000			10% of the Purchase Price	300,000	70,000
FLOURISH CITY CALABAR	Deed and Survey Plan	464 sqm	4,500,000			10% of the Purchase Price	200,000	70,000
FLOURISH CITY BENIN SCHEME 2	Deed and Survey Plan	464 sqm	1,200,000			10% of the Purchase Price	200,000	70,000
FLOURISH CITY BAYELSA	Deed and Survey Plan	464 sqm	1,500,000			10% of the Purchase Price	200,000	70,000

EDEN PARK UYO	Deed and Survey Plan	464 sqm	2,500,000			10% of the Purchase Price	200,000	70,000
FRIENDS COLONY ASABA	Deed & Survey	464 Sqm	3,000,000			10% of Purchase Price	300,000	70,000
IFE- ABATA	Survey and Deed of Assign m ent	464 sqm	1,500,000			10% of the Purchase Price	300,000	70,000
Flourish RESORT & RESIDENC E	Survey & Deed of Assignm ent	464 Sqm	15,000,000			10% of the Purchase Price	300,000	70,000

CONTRACT OF SALE

BETWEEN

PWAN HOMES LTD

(THE VENDOR)

AND

.....
.....
.....

(THE PURCHASER(S))

IN RESPECT OF PLOTS OF LAND AT

.....
.....
.....

PREPARED BY:

RAPHELLA ESSI, ESQ.
FOR: PJA LEGAL LP,
LEGAL PRACTITIONERS,
5A DOZEK CLOSE ALTERNATIVE
ROUTE, OFF CHEVRON DRIVE,
LEKKI LAGOS.
WEBSITE: www.pjalegal.com
EMAIL: info@pjalegal.com.

THIS Contract is made this _____ day of _____, 20_____

BETWEEN

PWAN HOMES LTD a Limited Liability Company incorporated under the Laws of the Federal Republic of Nigeria with its registered office at Puri Mall Building, Floor 1-5, KM 25, Lekki-Epe Expressway, Opposite Leawood Hotel, Sangotedo, Lekki, Lagos State (hereinafter referred to as '**THE VENDOR**' which expression shall wherever the context so admits include its assigns, legal representatives and successors-in-title) of the one part.

AND

1.
2.
3.

Of (address).....
.....

(hereinafter referred to as '**THE PURCHASER(S)**' which expression shall wherever the context so admits include his/ her/their , assigns and legal representatives) of the other part.

WHEREAS:

1. The Vendor is a real estate Marketing and Investment Company engaged in the acquisition of tracts of land and development of estates which is laid out into schemes or gated estates which are thereafter sold to Subscribers of the Scheme or Estate.
2. The Vendor has acquired a vast tract of land now described as
..... (Hereinafter referred as '**the Scheme**' or '**the Estate**'), for interested individual(s) to purchase plots for residential or Commercial developments.
3. The Vendor, with the intent to achieve its object of Estate/Scheme development has procured the Scheme for interested person(s) or organization(s) to subscribe or purchase by way of monthly, quarterly contribution or outright payment towards ownership of plot(s) within the Scheme.

4. In light of the above the Vendor has agreed to sell and the Purchaser(s) has/have agreed to acquire plot(s) from the Scheme subject to the terms contained in this agreement.

IT IS HEREBY AGREED that the purchaser(s) has/have acquired **plot(s) of** land within the Scheme, measuring approximately of **square meters** (hereinafter referred to as '**the Property**') and the Vendor shall allocate same within the Scheme to the purchaser under the following terms and conditions:

CONSIDERATION

1. The Purchaser shall pay the total purchase price of
only for the acquisition of the said property within the scheme, **the receipt of which the Vendor shall acknowledge by issuing a copy of Final payment Receipt in the name of the Purchaser.**
2. In the Event that the Consideration above is in tranches, the Purchaser(s) covenant(s) to pay the balance within the _____ months plan indicated on the Purchaser's subscription form.
3. That the PURCHASE PRICE would be deemed paid if:
 - a. Paid to PWAN HOMES LTD designated Bank Accounts. Cheque(s)/bank drafts should be issued in favor of PWAN HOMES LTD.

NOTE:

We shall not take responsibility for any liability that may arise as a result of a deviation from the above payment instruction.

We are a Nigerian Company and solely transact in the Naira currency, the foreign exchange rate and fluctuation does not apply for all intents and purposes at any time before, during or after this transaction.

- b. The consideration in paragraph 1 is paid fully and confirmed by a duly issued Final Payment Receipt from the Company.
4. The Vendor reserves the right to repudiate or defer processing transactions that violate the initial deposit threshold (if any) or payments that are made after the official announcement

of close of sales. **Payment validates subscription even if date on subscription form is earlier than date of payment.**

DOCUMENTATION FEES, DEVELOPMENT FEES AND OTHER PAYMENTS

1. The Purchaser(s) shall bear the cost of producing a Survey Plan and Deed of Assignment in his/her/their name(s) for the plots purchased.
2. The Purchaser(s) shall make payment in line with the FIXED prices fixed for each document on the FAQ attached to the Subscription Form or such other reviewed price as may be communicated by the company.
3. The Purchaser shall contribute his proportionate share/cost of development and maintenance levies as may be communicated to Purchaser(s) in due time.

DEMARCATIION AND ALLOCATION

1. The Vendor shall allocate the Property within the Scheme as acquired by the purchaser(s) PROVIDED that the Purchaser(s) has/have paid his/her/their plot-demarcation fees completely as contained in the FAQ attached to the Subscription Form.
2. The Purchaser shall endorse and comply with the Rules and Regulation to the Scheme to be provided by the Vendor prior to during or after the allocation of plot(s) of land the **Property**.

PLOT DEVELOPMENT AND MAINTENANCE

1. There must be evidence of active possession on your land within **six (6) months** of physical allocation i.e., at least fencing of plot(s). Where an allocated plot is not fenced within the stipulated time frame (6 months), the Vendor reserves the right to reallocate the subscriber to another area of the estate or a nearby scheme. Subscribers must have paid at least 50% of the primary infrastructure fees, give proper notice and obtain written clearance from the management through the project and development unit, as well as get building permit approval from the State Government before commencement of development on their plot.

BUILDING CONTROL RESTRICITON

1. In the event that the subscriber intends to build, it must be in conformity with the approved layout of the estate development guideline and building restriction below;
 - a. The estate layout is in sections and you are limited to build houses/structures on each section based on designated use or plan for that section (i.e. Residential/Commercial) i.e. bungalow, block of flats, semi/fully detached houses (duplex) etc.
 - b. Tenement Building and high-rise houses will not be permitted.
 - c. All building design must conform to the required set back & building control of the estate and such design would be approved by the company and with the State Government afterwards.

RESALE OR TRANSFER OF OWNERSHIP

1. Subscribers who have paid up on their land can re-sell their plot. However, The Vendor must be duly notified for proper regularization.
2. 10% of the land consideration paid by the subscriber will be payable by/through the subscriber to the Company for transfer/regularization of title/documentation.
3. The new subscriber shall bear the cost of procuring a new survey plan, title deed, and any other documents as may be required for the transfer, at the prevailing rates at the time of transfer.
4. For avoidance of doubt, The Vendor is not obligated to get a third-party to acquire the interest of the subscribers. We do not resell for subscribers.
5. In the event that a subscriber wants to transfer his/her subscription from this estate to another estate, a transfer fees of 20% of the value of the current estate shall be paid as additional consideration.

DEATH OF PARTIES

1. In the event of the death of the PURCHASER upon completion or prior to the completion of all contractual obligations under this Agreement, the rights, interests, and liabilities of the Subscriber in respect of the land herein subscribed, shall devolve upon the lawful heirs, assigns or personal representatives of the deceased Subscriber, subject to the presentation of valid legal documentation, including but not limited to:

A certified copy of the death certificate;

A letter of administration or Grant of probate issued by the probate registry of a competent court of the state and;

Any other relevant documentation as may be reasonably required by the Vendor.

2. Upon verification by the Vendor of submitted documents, the Vendor shall recognize and deal with the personal representative(s) or lawful beneficiary(ies) of the deceased Subscriber in respect of all matters arising from this Agreement. However, such recognition shall not relieve the estate of the deceased Subscriber of any outstanding obligations or liabilities incurred prior to death, including unpaid balance(s), fees, or charges due under this Agreement.

REFUND

1. The Purchaser shall be eligible to a refund only if the purchaser(s) is/are unable to complete payment within the acquired payment period or within the 6 months immediately after the acquired payment plan.

PROVIDED THAT:

1. All requests for refund shall be made in writing and subject to a 90-day waiting period and a possible 60-day extension and/or further 30days extension.
2. After processing refund, disbursement shall be according to the payment plan used for the subscription by client/customer less 40% fee being Administrative and other disbursements charges (including demurrage/default charges where applicable).

NOTICES

1. **Any Notice**, request, or communication under this Agreement shall be deemed to be duly given if it is delivered in writing and sent by one of the following methods:
 - a) Personal Delivery to the relevant party at the address provided in this Agreement or any updated address as notified in writing.

- b) Sent via email to the email addresses provided by the parties, with confirmation of receipt by the recipient. The notice shall be deemed effective upon receipt, which shall be confirmed by the receiving party.
 - c) All notices shall be sent to the following addresses provided in this Agreement, unless updated by a written notice.
2. In the event that the **Purchaser(s)** wishes to withdraw from the Scheme at any time before allocation of Property:
- 1. Purchaser(s) is required to give a notice of **90 days' Notice to the Vendor** to Withdraw from the scheme.
 - 2. If the Purchaser(s) has provided a **90-days' Notice** but the refund is not processed by the end of that period, the Purchaser(s) may extend the notice by another **60 days**.
3. A Notice shall be deemed to have been received by the other party:
- 1. If delivered by hand as at the time of delivery.
 - 2. If sent by registered post or courier.
 - 3. If sent by email, at the time the email is sent, provided that a confirmation of receipt has been acknowledged by the recipient.

THE VENDOR HEREBY COVENANT WITH THE PURCHASER as follows:

- 1. The Vendor warrants that the land is free from every known government acquisition or interest and adverse claims.
- 2. The Vendor has the long-term responsibility to ensure/facilitate further perfection of the estate's title subject to subscribers' payment of title perfection fees to be determined and communicated at a future date.
- 3. The vendor shall from time to time create and review regulations or directives for the maintenance of the Scheme and its inhabitants.
- 4. The Vendor shall allocate **the Property** to the purchaser after all necessary factors (e.g. weather conditions, topography of the land,) favorable for allocation have been duly considered.

5. Allocation would be done in a minimum of three (3) months after completion of payment in order of subscription plan and upon confirmation of at least 50% payment of primary infrastructure fees as well as in consideration of necessary factors
6. To refund to the purchaser when due and subject to terms of Refund in paragraphs 9-12 above.
7. The Vendor undertakes to indemnify the purchaser against loss or adverse claims over **the Property** to the purchaser within the Scheme.

THE PURCHASER(S) HEREBY CONVENANT(S) WITH THE VENDOR as follows:

1. That the property was duly inspected by the purchaser prior to payment and signing of this agreement and that the Vendor shall not be held liable for claims/Issues arising from client's inability/failure to inspect the property before purchase.
2. The purchaser shall pay for the property in due time and complete all ancillary fees in due time.
3. The purchaser shall adhere and comply with all rules, regulation and/or Directives made by the vendor.
4. The Purchaser(s) agree that publishing malicious content either in print or social media in a way whether intended or not to cause harm and damage to the Vendor or its business in disregard of the Dispute Resolution Clause will attract civil and/or criminal liabilities under the laws of the Federal Republic of Nigeria.

ANTI-MONEY LAUNDERING DECLARATION

The parties herein declare and affirm jointly and severally that:

1. The Vendor:
 - a) is subject to the Special Control Unit Against Money Laundering (SCUML) Act and Commission of the EFCC and is compliant with all relevant laws, regulations or directives against Money Laundering (AML) and Terrorism Finance.

The Purchaser's):

- a) Consideration paid herein is not a proceed of crime

- b) Agrees to comply with anti-money laundering laws and regulations regarding the source of funds for the transactions with the Vendor.
- c) Shall indemnify the Vendor for any loss or injury suffered by the Vendor, its employees or Assigns arising from actions of law enforcement agencies including the judiciary.

IT IS HEREBY FURTHER AGREED BY BOTH PARTIES THAT:

The Purchaser has been fully briefed and is fully aware of the status of the land and has agreed to purchase the land as is as both parties covenant to uphold these presents.

DISPUTE RESOLUTION

It is understood that this transaction is purely civil and contractual in nature and any difference, controversy or dispute arising out of or connected with the terms of this document or any breach thereof which cannot be mutually resolved by amicable discussions between the parties shall be referred to the State Multi Door Court House (SMDCH) for Mediation to be conducted in accordance with the State Multi-Door Court HOUSE (SMDCH) Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the (SMDCH) Mediation Guidelines. The Mediation shall be held in the State, housing the property. The settlement agreement reached by the parties pursuant to the Mediation shall be final and binding as soon as same is signed by the parties or their representatives. Unless the parties agree otherwise, in the event that the dispute cannot be resolved within 30 (thirty) days of the appointment of the Mediator, the dispute shall be referred to any other dispute resolution mechanism administered by the SMDCH. By this clause, subscribers agree that petitioning the Police, Economic and Financial Crimes Commission or any other agency tasked with criminal investigations without full recourse to this clause will be deemed a breach of contract on the subscriber's part.

SUBSTITUTION CLAUSE

In the event that the vendor is, for any reason beyond their control, unable to deliver vacant and physical possession of the Property described herein the Vendor shall have the right, with written notice to the Subscriber, to allocate/reallocate subscribers to a new or nearby scheme or phase of the estate or a new estate of equivalent market value, size, and location, subject to the Subscriber's reasonable approval. If the Subscriber accepts the alternate property, all terms and

conditions of this Agreement shall apply to the substituted property as if it were the original. If the Subscriber does not accept the alternate property within **30 days** of the offer, the Subscriber shall have the right to terminate this Agreement and request a refund. Any such refund shall be subject to the terms outlined in the refund clause of this Agreement.

IN WITNESS WHEREOF, the Parties have hereto set their hand and seal this day and year first above written.

THE COMMON SEAL of **THE VENDOR** is affixed
PWAN HOMES LTD
IN THE PRESENCE OF:

DIRECTOR

SECRETARY

SIGNED, SEALED AND DELIVERED
By the within named '**PURCHASER'S**

(_____)

In the presence of:

Name: _____

Address: _____

Occupation: _____

Signature: _____

Date: _____

Execution by Body Corporate

THE COMMON SEAL OF **THE PURCHASER** is affixed

IN THE PRESENCE OF:

DIRECTOR

SECRETARY