

Lavender Garden



OBOMKPA ISSELE-UKU, ASABA



REGISTERED SURVEY & DEED OF ASSIGNMENT

SUBSCRIBERS PURCHASE POLICY & FREQUENTLY ASKED QUESTIONS (FAQ)



TYPE OF PLOTS: ☐ RESIDENTIAL ☐ COMMERCIAL (ATTRACT ADDITIONAL 25%) PLOT SIZES
PAYMENT PLAN: ☐ OUTRIGHT ☐ INSTALLMENT ☐ 464SQM
NUMBER OF PLOTS: ☐ CORNER PIECE PLOT(S) (ATTRACTS 10%)

RECENT
PASSPORT
PHOTOGRAPH

Please complete this form in BLOCK LETTERS

1. Personal Details:

SUBSCRIBER'S NAME _____
Mr. ☐ Mrs. ☐ Miss ☐ Ms. ☐ Surname Other Names (Please note: this name will be used for documentation purposes)

CO-SUBSCRIBER'S NAME _____

GUARDIAN'S NAME (IN THE CASE OF A MINOR) _____

COMPANY/BUSINESS _____
(If company)

ADDRESS _____

DATE OF BIRTH _____ GENDER* ☐ MALE ☐ FEMALE

MARITAL STATUS* ☐ Single ☐ Married NATIONALITY* _____

OCCUPATION _____ EMPLOYER'S NAME _____

COUNTRY OF RESIDENCE _____ LANGUAGE SPOKEN _____

EMAIL ADDRESS* _____ MOBILE NUMBER* _____

TELEPHONE NUMBER* _____

MEANS OF IDENTIFICATION* _____ CAC/ID NUMBER* _____

2. Next Of Kin:

First Name: _____ Surname: _____

Residential Address: _____

Telephone Number: _____

Email: _____ Relationship: _____

Name as it should appear in Title Deed: _____

3. Subscribers Declaration:

I _____ hereby declare that all the information provided on this subscription form for the purpose of obtaining Properties is true and correct to the best of my knowledge.

SIGNATURE OF THE SUBSCRIBER* _____

DATE* _____

4. Referral Details

NAME* _____

DATE _____ USERNAME* _____

PHONE NO _____

EMAIL _____



ELITE HUB PROPERTIES LTD.
Lagos: 25 David Adekunle Street Lilly Estate Amuwo Odofin, Festac Town.
Asaba: 2, Ifeanyichukwu Uzogo Street Off Akpu Junction Road, Asaba.

ALL PAYMENT SHOULD BE MADE IN FAVOUR OF
ELITE HUB PROPERTIES LIMITED
5080260017



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Please read these frequently asked Questions /Terms and Conditions carefully before fully subscribing to this Estate. Your confirmation of subscription by the Company is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Clients and successors in title to the said land. By appending your signature to these terms, you agree to be bound by these Terms. If you disagree with any part of the terms herein stated, you are advised against subscribing.

INTRODUCTION

[COMPANY INTRODUCTION, ADDRESS, VISION, AWARDS & RECOGNITIONS, OTHER ESTATES]

ELITE HUB PROPERTIES LTD is a property marketing, information & development company with Head Office 25B David Adekunle Street, Lilly Estate Beside MRS Filling Station Off Apple Junction Festac Link Road Amuwo Odofin, Lagos.

Asaba Office: 2, Ifeanyichukwu Uzogo Street Off Akpu Junction, Okpanam Road, Asaba Delta State.

Owerri Office: MEKSKY PLAZA 24 Ekwema Crescent Beside St, Peters Ang. Church, Opposite Chicken Republic Ikenegbu, Owerri, Imo State.

ELITE HUB PROPERTIES LIMITED, multiple award-winning real estate company.

1. LAVENDER GARDEN

LAVENDER GARDEN is situated at Obomkpa Issele-Uku, Asaba State Nigeria.

2. PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at **ELITE HUB PROPERTIES LTD** office or with the designated sales representative/realtors. Free inspections hold Mondays to Saturdays. Take off time is 10am-3pm.

NB: The Company shall not be held liable for claims/issues arising from client's inability/failure to inspect the property before purchase, and it is deemed that the property was duly inspected by subscribers and/or their representatives upon payment and signing of this form.

3. ESTATE LANDMARKS

LAVENDER GARDEN enjoys proximity to major government presence & commercial investment landmarks like Federal Housing Estate, Otulu Junction, Asaba International Airport, Second Niger Access Link Road & Wichtech Roofing Company. Guaranteeing high Return on Investment.

4. PROPERTY TITLE

LAVENDER GARDEN has Registered Survey & Deed of Assignment. The land is free from every known government acquisition or interest and adverse claims. The company 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.

5. LAVENDER GARDEN COORDINATES

6. PLOTSIZE(S)

All plots are 464 sqm, equivalent of 50 x100 ft. However, below are various plots with features that attract additional charges;

a) Corner-piece plot attracts additional 10% of land cost

b) Commercial plot attracts additional 10% of land cost

c) Special plots: these are plots fully landscaped and fenced at prime areas in the Estate. There are 2 categories of the special plots

I. Standard Special plots: These are the regular plastered dwarf fenced plot with proline and it cost an additional N3,500,000 (Three Million Five Hundred Thousand Naira Only) to the price of the plot.

II. Premium Special plots: these are plastered dwarf fenced with bricks and proline and it cost an additional N5,500,000 (Five million Five Hundred Thousand Naira only) to the price of the plot.

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III. Special plots are only available on one-off payment. Samples of the various special plots will be seen on site to aid the informed decisions of interested clients.

7. PRICE SAND PAYMENT STRUCTURE

(a) The purchase price is payable either in full outright or in instalments as outlined in the schedule below (subject to review and variations):

LANDSIZE(464SQM) (INSTALMENT)	3MONTHS(OUTRIGHT)	6MONTHS(INSTALLMENT)	7 - 1 2 M O N T H S
ACTUALPRICE:	ACTUALPRICE:	ACTUALPRICE:	ACTUALPRICE:
Residential	N1,500,000.00	N1,590,000.00	N1,665,000.00
Commercial	N1,875,000.00	N1,875,500.00	N2,081,250.00
	InitialPayment:	InitialPayment:	InitialPayment:
	N1,000,000.00	N1,000,000.00	N1,000,000.00

NB:The Company reserves the right to repudiate or defer processing transactions that violate the initial deposit threshold or payments that are made after the official announcement of close of sales. Payment validates subscription even if date on subscription for misearlier than date of payment.

(b) Non-payment of the monthly installments as at when due and non-compliance with the payment structure shall be treated as a fundamental breach of the contract which may result to the following;

- I. Attract default charge of 5% of the monthly payment or 5% of the total balance upon notice of demand, OR 5% of the outstanding payment for every month of default after payment expiration.
- II. The company reserves the right to review number of plots purchased or move subscription to another scheme or phase of the estate in the event of payment default.
- III. Termination or revocation of the contract and the clause on refund would apply.

N/B: In the even that there are no available plot(s)when the subscriber fails to meet the contract term, the subscriber's payment can be transferred to a new phase/estate.

8. OTHER PAYMENTS(Subject to review within 12months)

I. Document Preparation Fee: 100,000 for 464sqm(per plot)

N/B: In accordance with relevant laws,Clients are responsible for paying the mandatory 10% of Cost of Land, as required by NBA as at when due. Also, note that in accordance with relevant laws, your Deed of Assignment CANNOT be executed on your behalf except upon production of a duly executed and registered Power of Attorney appointing your representative to execute on your behalf OR in the alternative a duly executed Power of Attorney authenticated by a Court of competent jurisdiction.

II. Survey Plan Fees: 250,000 for 464sqm(perplot)(note; N1,000,000 for corporate subscribers)

III. Plot Demarcation Fees: Waiver for 464sqm per plot.

IV. Plot maintenance: 300,000 for 464sqm per plot only per annum

N/B: In accordance with relevant laws, Clients are responsible for paying the mandatory 10% of Cost of Land, as required by NBA as at when due. Also, note that in accordance with relevant laws, your Deed of Assignment CANNOT be executed on your behalf except upon productionof a duly executed and registered Power of AAorney appointing your representativeto execute on your behalf OR in the attternativa duly executed Power of A orney authenheated by a Court of competent jurisdiction.

NB: Plot maintenance fees is charged at a rate of N25000 per plot monthly on undeveloped plot for the periodic

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clearing and tidiness of each plot.

- V. Primary Infrastructure Fees: N1,000,000.00 464sqm per plot which covers clearing, perimeter fencing, gatehouse, security house, basic internal road network, landscaping, street lights, CCTV etc. N/B: Primary Infrastructure Fees is payable before building commences. Default in payment of Primary Infrastructure Fees will lead to an upward review in accordance with inflation rate (determined by the prevailing economic rate).
- VI. Secondary Infrastructure Fees: this covers Underground Drainage, Transformer/Electricity, Alternate Power Supply, Plot by Plot Water Connection, parking lot, Estate Management Office etc. Details will be communicated at a future date when the estate is ready for this set of infrastructure. A registered quantity surveyor duly licensed by the Nigerian Institute of Quantity Surveyors will be engaged to determine the cost to be borne by all subscribers, payable per plot.

9. ALLOCATION TIMELINE

Physical allocation should be done in a minimum of three (3) months after completion of payment in order of subscription/payment. This will be done in Batches and according to season. Note: Priority is given to clients who paid one-off over 3 months' outright or 6 months instalment payment plan.

10. DOCUMENTATION

The following documents will be issued:

- I. Upon payment of initial deposit, a letter of acknowledgement of subscription receipt of payment for initial deposit would be issued, and also instalment payment receipt(s) for further installments.
- II. Contract of Sales, Payment Receipt and Payment Notification letter would be issued upon final payment of the total sum.
- III. Deed of Assignment & Survey Plan within four (4) months of payment provided that Documentation fee has been paid and physical allocation has been done.

N/B: In accordance with relevant laws, your Deed of Assignment CANNOT be executed on your behalf except upon production of a duly executed and registered Power of Attorney appointing your representative to execute on your behalf OR in the alternative a duly executed Power of Attorney authenticated by a Court of competent jurisdiction.

11. PLOT DEVELOPMENT TIMELINE

There must be evidence of active possession on your land within three to six (3-6) months of physical allocation i.e., at least fencing of plot(s). Where an allocated plot is not fenced within the stipulated time (3-6 months), the Company 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 relevant State Government before commencement of development on their plot.

12. BUILDING CONTROL RESTRICTION

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;

- I. 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.
- II. Tenement Building and high-rise houses will not be permitted.
- III. 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 State Government afterwards.

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13. ESTATE DEVELOPMENT TIMELINE

Primary infrastructure will be provided within the first to second year of introducing the estate and other infrastructure will commence with regard to the general level of development in the area, satisfactory evidence of possession of plots by subscribers and payment of secondary infrastructure fees by subscribers. Estate updates are regularly sent via email & our social media channels. Customers are encouraged to follow us on our social media channels elitehubproperties@gmail.com; elitehubproperties (Instagram).

14. RESALE/TRANSFER OF PLOT

- I. Subscribers who have paid up on their land can re-sell their plot. However, ELITE HUB PROPERTIES must be duly notified or proper regularization.
- II. 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.
- III. 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.
- IV. For avoidance of doubt, ELITE HUB PROPERTIES LTD is not obligated to get a third-party to acquire the interest of the subscribers. We do not resell for subscribers.
- V. 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.

15. 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 for Mediation (SMDCH) to be conducted in accordance with the 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 State Mediation Guidelines. The Mediation shall be held in the state, Nigeria. 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.

16. 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.

17. CYBER BULLYING/STALKING

Subscribers accept that publishing malicious content either in print or social media in a way whether intended or

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not to cause harm and damage to the Company in disregard of the Dispute Resolution Clause can attract civil and criminal liabilities under the laws of the Federal Republic of Nigeria.

18. REFUND POLICY

A refund shall be made if;

- I. The subscriber continuously defaults or fails to complete the purchase sum at the end of the payment plan.
- II. The subscriber decides to discontinue with the subscribed plan upon a written notification to the Company.
- III. The subscriber terminates this Agreement and request a refund
- IV. Where the subscriber continuously violates the terms and conditions of the subscription
- V. The subscriber is required to give the Vendor a minimum of one hundred and twenty days (120) days' written//email notice to process the refund request and a further 60 days if the process isn't completed after the first 120 days
- VI. In the event that a client has physically been allocated, he can no longer request for a refund, hence you can only resell.
- VII. All instances requiring refund as contained in clause Q15(i) & (ii) shall be subject to a 40% (Administrative, Logistics & Agency Fees). For refunds that are requested for after the expiration of the payment plan, demurrage/default fees will be deducted from the refundable amount. Email regarding refunds should be sent to elitehubproperties@gmail.com.

19. DEATH OF SUBSCRIBER

In the event of the death of the Subscriber 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 for shall devolve upon the lawful heirs, next of kin, 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 a competent Nigerian court;
- A sworn affidavit of next of kin (where applicable); and
- Any other relevant documentation as may be reasonably required by the Vendor.

Upon verification and satisfaction of the vendor, 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.

20. PAYMENT

All payment should only be made to ELITE HUB PROPERTIES LTD at its designated Bank Accounts. Cheque(s)/bank drafts should be issued in favor of ELITE HUB PROPERTIES LTD. We shall not accept any responsibility for any liability that may arise as a result of a deviation from the above instruction.

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

DECLARATION

THEREFORE, THE INFORMATION PROVIDED AND THE TERMS & CONDITIONS IN THE FAQ HERETOFORE, ARE ACCEPTABLE AND CONSENTED BY ME/US AND I/WE ACKNOWLEDGE RECEIVING A COPY OF IT.

NAME SIGNATURE DATE
NAME SIGNATURE DATE

Lavender Garden
OBOMKPA ISSELE-UKU, ASABA
REGISTERED SURVEY & DEED OF ASSIGNMENT

*If subscriber is a company or business name, two directors or the proprietor(s) respectively must sign the subscription form and attach Form C07 & Certificate of Incorporation of Business Name Registraeregistration. For a company, the name must end with LTD, while for a Business Name, the subscriber is the Proprietor trading in the name & style of the business name e.g. Mr ELITE (trading in the name & style of Elite Empire). A company must also attach a board resolution authorizing the purchase

Subscription form must be signed by two directors or a director & secretary Where subscriber is a company

Date:-----