

*Number of plots:

*PAYMENT PLANS: Outright 3 months 6 months

*Purpose of Purchase: To Build To Resale later

*Land Use: Hostel Clinic Mall Hotel Commercial Residence Private Residence School
Others _____

Specify

*Regular plot: number of plots Corner piece: Number of plots Plot Size: 460sqm 360sqm

*Selling Price: ₦ *Purchase Price: ₦ *Initial Payment: ₦

I.....hereby affirm that all information provided as a requirement for the purchase of property in Vatican Garden Estate is true and any false or inaccurate information given by me may result in the decline of my application.

*Signature _____

*Date

REFERRED BY: Date

REFERRER'S ID:

REFERRER'S PHONE: SIGNATURE _____

INSTRUCTION

Please you are advised to read through the Terms and Conditions carefully before subscribing into our estate scheme to understand and accept by appending your signature and before making any payment.

Your confirmation of subscription by the Company is subject to your acceptance and willing to comply with our terms and condition. The terms and conditions apply to all Clients and successors in title of every plot owner the said estate.

By signing these terms and conditions, means you have agreed to abide by the terms and condition. If you disagree with any part of the terms and conditions, you are advised against subscribing into our estate scheme.

TERMS AND CONDITIONS

1. VATICAN GARDENS PROJECTS (Vendor) is a registered company incorporated under CAC and other relevant association in Nigeria to carry out real estate brokerage, development and management ventures.
2. VATICAN GARDENS PROJECTS (Vendor) are the owners/ developers of Real Estate projects VATICAN GARDEN ESTATE PHASE 2 MBULU-OWO ENUGU.
3. VATICAN GARDEN ESTATE PHASE 2 situates at Ugbene land Mbulu-owo, Nkanu East LGA Enugu. It is an estate comprising of a large expanse of land, measuring over 6 acres of land and is proposed for site and services estate with infrastructures and other amenities. Buy and build service plots in Vatican Garden Estate Phase 2 Owo, Enugu are available for sale to the general public at a moderate rate with outright and flexible instalment payment plans.
4. The estate is subdivided into different blocks, measuring 460sqm size per plot, offering at different prices for outright payment and installment plans, therefore upon filling your subscription form, you must indicate the period of payment plan you want.

5. Corner piece plots attract additional 10% charges of the selling prices
6. Instalment payment price is according to your preferred payment plan and every payment plan structure has a fixed initial deposit, but you can pay more if you wish.
7. Plot physical allocation to the subscriber will only take place after full payment for the plot(s) and full payment for documentation which includes Survey fee per plot, Agreement fee per plot and Allocation fee per plot
8. The subscriber upon making initial deposit will be given a Contract of Sales agreement, acknowledgement letter and payment invoice.
9. The subscriber will receive a payment invoice for every payment made into the bank accounts provided by Vatican Garden Project.
10. The current selling price per plot in VATICAN GARDEN ESTATE PHASE 2 ENUGU is on the sales flier and the selling price is subject to review up wards as the property appreciates.
11. If you subscribe on installment payment plan, after your initial payment, you are expected to keep to the monthly payment plan and pay up within the stipulated time you selected. Non-payment of the total as at when due will be regarded as fundamental breach of agreement and will attract default charges

OTHER PAYMENTS INCLUDE

The subscriber will pay for the following documentation fees per plot after complete payment for the plot(s)

- | | | |
|----|-------------------------------|-------------------------------|
| A. | Survey fee (plot size 460sqm) | N160, 000 per plot |
| B. | Agreement fee | N60, 000 per plot |
| C. | Plot Allocation fee | N60, 000 per plot |
| D. | Development Levy of | N1, 000, 000 per plot. |

Please note they are subject to review when necessary

You are expected to pay the documentation fees within 2 months after full payment for your plot and to pay development Levy within 3 months after physical allocation of your plot(s) except if the company is not ready for the collection within the said period, the company can chose to extend the period.

Infrastructural development fee contributes to the provision of the following infrastructures

- Drainage Systems
- Electricity/Electric Poles
- Security Cams
- Sola Street Lamp and Poles
- Access Roads
- Estate Road network.
- Perimeter Fencing and gate house.

12. BREACHING THE INSTALMENT PAYMENT PLAN

If you subscribe on installment payment plan, after your initial payment, you are expected to pay the balance on monthly basis within the stipulated time you selected on the form. Non-payment of the total as at when due will be regarded as fundamental breach of agreement and be treated as follows.

- a. This breach attracts an additional five percent (5%) of the monthly instalment amount as default charges.
- b. Failure to keep to your monthly payment plan for 2 or more consecutive months, the company reserve the right to revoke the sales and refund the subscriber amount paid with less 30% administrative fees.
- c. If for any reason you notice that you cannot complete your payment, you can write to the company and request for a refund. A refund can be made on the following conditions;
 - Early notification to the company of your inability to continue with the payment.
 - Every refund will be made less 30% administrative charges.

- If the estate is still on sale you will give the company at least 3months period to re-sale and process the payment.
- If the estate is sold out, the refund will be made only after the plot has been resold.

13. ESTATE FEATURES

- Parameter fencing
- Gate House
- 24 Hours Street Light
- Drainage system
- CCTV Cameras
- Good Road Network

14. PHYSICAL ALLOCATION OF PLOT:

Your plot(s) will be physically allocated only when

- (i) Full payment for the plot of land has been made
- (ii) Payment of Agreement fee, Allocation fee and Survey fee is completed

15. INDIVIDUAL PLOT FENCING:

You are expected to fence your plot(s) within 2 months from the date your plot is physically allocated. You must give a 2 feet set back in front to give room for your flower shoot.

- 16. CONSTRUCTION:** You can start your building construction only after your development Levy is fully paid and the building plan approval obtained (If is considered necessary by the company) and being confirmed by Vatican Gardens Projects Company.

- 17. LAND USE:** The Estate is designed for private residential development with block by block layout sessions
You are permitted to build your own choice of building design but limited to the specified land use allowed in the estate such as detached duplex, semi-detached duplex and bungalows. NOTE, block of flats, high rise and commercial buildings are not allowed in the estate

Building designs must conform to the required set back according to the building control law of the estate and all building designs must be submitted to the company for observation inspections and confirmation before you proceed for building approval or construction

18. INDIVIDUAL PLOT FENCE PATTERN:

The individual plot(s) fencing pattern will be uniformed as the plan provided by the company and must be a see through fence for security reasons.

19. INDIVIDUAL HOUSE ROOFING POLICY:

The Estate layout is in block sections with different roofing colors allocated to each block respectively.

You are not permitted to use a roofing color different from the specified color allocated to the block you belong to otherwise the company reserve the right to stop the roofing process. You are expected to visit our office to get the color sample for accuracy and compliance.

- 20. RE-SELL:** The subscriber (vendor) must send a notification letter to our company VATICAN GARDENS PROJECTS indicating your interest to re-sale your plot(s).

21. You can re-sale your plot only after you have made your full payment for the land and other necessary fees including the development fee, otherwise you are only entitled to a refund of your purchase payment with less 30% administration fee

22. Either direct sales or company sales, all sales process including payment must pass through the company and if the vendor has any payment outstanding payment, it will be deducted and balance sent to his or her account.

23. The vendor client will pay 3% percentage service charge to the company (when the plot is res-

sold by the vendor client) and the purchaser will pay 5% of the value amount to the company which will cover the change of title documentation process

24. The vendor client will pay 10% commission to the company (if is the plot is re-sold by the company) and the purchaser will pay 5% of the value amount and change of title fee to the company.
25. The vendor client will pay only the 3% percentage service charge to the company (if the plot is re-sold by the vendor client) and the purchaser will pay 5% of the value amount and the change of tile document fee to the company.
26. Upon re-sell, either direct sale or by the company the Client (as Vendor) must deliver all original copies of documents issued to him to the Company to enable the company effect the change of ownership for the new buyer.
27. **Re-selling your plot:** Re-selling your plot can be done either by direct selling (you) or by the Company on your behalf.
28. **VATICAN GARDENS PROJECTS** reserve the right to be the first bidder and is ever ready to buy back your plot at the current price. Emails for this purpose should be sent to info@ceeplat.com
Any notice which does not conform to the above prescribed mode of communication shall be regarded as null and void.
29. **IN THE CASE OF DEMISE**
In the case of sudden demise (Death) of the subscriber, only the next of Kin whose name appears on the subscription form, has the right of claim over the property except if there is a verified and certified written will that says otherwise.
30. If the subscriber is dead and there is no possible means of completing other payments and as well as developing the plot, the company will re-sale the plot and the money will be paid to the next of Kin with a deduction of all the outstanding payments (if any)
Please note that the sales 10% sales commission and 3% service charge will apply accordingly
31. **Amendment:** The real estate industry is a dynamic one, hence change is inevitable. However, Vatican Gardens Projects will try to maintain the stability of variables within its control. When there is any change, amendment or modifications in our policies, the current policy will overrule the previous respectively.

The changes shall be communicated to all subscribers and. Such communication can be via letters, emails, short messaging service (SMS), handbill, posters, and any other means of communication. Correspondence shall be deemed to have been received by the Client (Subscriber) having been sent to the subscribers' last given address.
32. **LAND BANKING:** Please be informed that land banking is not allowed in Vatican Garden Estate Phase 2 Enugu.
33. **INDIVIDUAL PLOTS DEVELOPMENT TIME LINE:** Individual plot development time line is maximums 3 years from your date of purchase. You must develop or re-sale your plot within the period of 3 year.
None compliance to this 3 years policy will lead to revocation of your plot(s) and a refund of your amount paid. For as long as you have commenced development, you are free from the outstanding order to re-sale.
34. We strongly advise you against doing cash transaction with any of our realtors or staff, Vatican Gardens Projects shall not accept any responsibility for any liability that may arise, as result of deviation from the above instruction.

35. WITHDRAW/TERMINATION

Should the purchaser wish to withdrawal from this contract or terminate the transaction at any point in time for any reason, he/she shall communicate same in writing to the company and refund will be processed under the following conditions:

- a. If the estate is still on sale, 90 days will be given to the company to process the payment and there will be a deduction of 30% administrative charges.
- b. If the estate is sold out, refund will be made only when the plot is resold and the refund with a deduction of 30% administrative charges.

36. SUBSCRIPTION FORM SUBMISSION: Kindly note that your filled subscription form should be submitted with an attached passport photograph to any of our offices or scanned to our email address info@ceeplat.com.

37. NOTICE

Any notice required to be given hereunder shall be in writing and may be hand delivery, sent by courier service, email or be considered null and void.

1. PAYMENTS MODE: All payment transfer or cheque should be in favour of

Account name: VATICAN GARDENS PROJECTS

Account number: 1548984155

Access Bank Plc or any other account the company may provide at any time

38. I HEREBY TESTIFY AND AGREE THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS HERewith AND ARE ACCEPTABLE AND CONSENTED TO BY ME AND TO BE BOUND BY SAME BY APENDING MY SIGNATURE BELOW.

39. Write your name, sign and put date on the column provided below.

Subscriber's name

Signature _____ **Date:** _____