SUBSCRIPTION FORM

CHARIS COURT EPE

TYPE OF PLOTS: ☐ RESIDENTIAL ☐ COMMERCIAL (ATTRACTS 10%) ☐ CORNER PIECE PLOT(S) (ATTRACTS 10%)

PAYMENT: ☐ OUTRIGHT ☐ INSTALLMENT

NUMBER OF PLOTS: ☐ **PLOT SIZE:** ☐ 300SQM ☐ 500SQM

PAYMENT PLAN: ☐ 0-3 MONTHS ☐ 0-6 MONTHS

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. ☐ Others ☐ Surname Other Names

NAME OF SPOUSE*
(If Applicable) Surname Other Names

ADDRESS*

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

MARITAL STATUS* **NATIONALITY***

OCCUPATION **EMPLOYER'S NAME**

COUNTRY OF RESIDENCE **LANGUAGE SPOKEN**

EMAIL ADDRESS*

TELEPHONE NUMBER* **MOBILE NUMBER***

SECTION 2: NEXT OF KIN

NAME

ADDRESS

PHONE NUMBER

EMAIL ADDRESS

SECTION 3: SUBSCRIBER'S DECLARATION

I..hereby affirm that all information provided as a requirement for the purchase of the land in CHARIS COURT situated at Reverend Braitwaite Street, Epe Local Government Area of Lagos State, is true and any false or inaccurate information given by me may result in the decline of my application.

SIGNATURE OF SUBSCRIBER* ____________________

NAME* ____________________ **DATE*** ____________________

FOR REFERRAL DETAILS

NAME*

DATE* LOYALTY CARD SERIAL NUMBER*

PHONE NO D.O.B* D D M M Y Y

EMAIL

PURCHASE POLICY OF CHARIS COURTS BY BOULEVARD ESTATE

INTRODUCTION
PWAN PERFECTION BUSINESS INVESTMENTS LIMITED is a property marketing, information & development company with Head Office at 7A DANIYAN NATALIA STREET, LEKKI PHASE 1, LEKKI, Lagos State, duly incorporated under the laws of the Federal Republic of Nigeria. Our vision is to make land and home ownership dream a reality for all. We are a multiple award-winning real estate company, winner of prestigious industry awards such as **"SHORTLET ELDERS AWARD: REAL ESTATE COMPANY OF THE YEAR 2024"**; **"PWAN PLUS AFFILIATE HOUSING MILESTONE ACHIEVEMENT AWARD 2024"**; **"BEST PERFORMING PWAN PLUS GROUP AFFILIATE 2023"**; **"PWAN GROUP DEVELOPMENT COMPANY OF THE YEAR 2025"** and the owners of the Boulevard Series, Emerald Lakeview, Paradiso Grand, Charis Court, Charis Ville, Isioma Estate, Accentuate and The Ambiance by Boulevard Estate amongst many others.

1. CHARIS COURTS BY BOULEVARD ESTATE LOCATION
CHARIS COURT is situate at REVEREND BRAITHWAITE STREET, EPE LOCAL GOVERNMENT LAGOS STATE.

2. **PROPERTY INSPECTION**
Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at **PWAN PERFECTION BUSINESS INVESTMENTS BUSINESS LTD** office or with the designated sales representative/realtors/PBOs. 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
CHARIS COURTS BY BOULEVARD ESTATE Charis COURTS is situate at a location that enjoys proximity to commercial investment landmarks like the Newly proposed Ibeju-Lekki International Airport, Lagos State Center for Rural Development Agency, Lagos State University of Education, Yaba College of Technology, Sir Micheal Otedola Housing Estate, the popular Epe Country Club, few minutes' drive to Alaro City and Dangote Refinery etc. It is a buy and build property etc., Guaranteeing high Return on Investment (ROI).

4. PROPERTY TITLE
Certificate of Occupancy: 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. CHARIS COURT BY BOULEVARD ESTATE COORDINATES:
606021.962mE
728780.668mN
6. PLOT SIZE(S)
All plots are 300sqm and 500sqm 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 (where applicable) attracts additional 10% of land cost
c. Corner-piece & Commercial plot attracts additional 20% of land cost.

7.PRICES AND PAYMENT STRUCTURE
(a)The purchase price (excluding documentation & plot demarcation fees) is payable either in full outright or in instalments as outlined in the schedule below (subject to review and variations):

a. Outright payment (0-3 months)- **N15,000,000-** (300sqm), **N25,000,000- (500sqm)** with a minimum Initial Deposit of **N4,000,000.00** for 300sqm and **N5,000,000** for 600sqm**.**
b. 6months' installment payment- **N17,000,000-** (300sqm), **N27,000,000- (500sqm)** with a minimum Initial Deposit of **N4,000,000** for 300sqm and **N5,000,000** for 500sqm**.**

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 form is earlier than date of payment.
(b) Non-payment of the monthly instalments 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:

- 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.
- 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.
- Termination or revocation of the contract and the clause on refund would apply

N/B: In the event 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. BREAKDOWN OF PRICE STRUCTURE & OTHER FEES

(a) Deed of Assignment: **N250, 000** (per 300sqm plot) and **N500,000** (per 600sqm plot)
(b) Registered Survey Plan Fees: **N1,000,000** (per plot)
(c) Plot Demarcation: **N100, 000** (per plot)
(e). Primary Infrastructure Fees: N8,889 per Square Meter which covers ***clearing***, ***perimeter fencing, gatehouse, security house and basic internal road network***. Primary Infrastructure fees shall be paid within 30 days of physical allocation and shall be subject to periodic review after 30 days of physical allocation.

9. OTHER PAYMENT
Secondary Infrastructure Fees: this covers Underground Drainage, Transformer/Electricity, Alternative 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.

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10. ALLOCATION TIMELINE
Physical allocation would be done in a minimum of three (3) months after completion of payment for the land in order of subscription/payment provided that the fees in Clause 8(a-c) above have been paid. Note***: Priority is also given to clients who paid one-off over 3 months' outright or 6 months instalment payment plan.***

11. DOCUMENTATION
The following documents will be issued:

- 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 instalments.
- Contract of Sales, Payment Receipt and Payment Notification Letter would be issued upon final payment of the total sum.
- Deed of Assignment & Survey Plan within four (4) months of payment for **provided that 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.

12. PLOT DEVELOPMENT TIMELINE
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 Company reserves the right to reallocate the subscriber to another area of the estate or a nearby scheme. Subscribers must have given proper notice and obtain written clearance from the management through the project and development unit, as well as get building permit approval from the Lagos State Government and appropriate authorities before commencement of development on their plot.

13. 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;

- 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.
- Tenement Building and high-rise houses will not be permitted.
- 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 appropriate government authorities.

14. 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 **PWAN PERFECTION** (Facebook & YouTube); **@pwanperfection**, **@boulevardseries** (Instagram).

15. RESALE/TRANSFER OF PLOT

- Subscribers who have paid up on their land can re-sell their plot. However, PWAN PERFECTION must be duly notified for proper regularization.
- 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.
- 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.
- For avoidance of doubt, **PWAN PERFECTION BUSINESS INVESTMENTS LTD** is not obligated to get a third-party to acquire the interest of the subscribers. We do not resell for subscribers.

- In the event that a subscriber elects to transfer his/her subscription from this estate to any other estate promoted by the Company, the subscriber shall be required to pay (i) the difference in price between the current estate and the new estate (where applicable), and (ii) a transfer fee equivalent to twenty percent (20%) of the value of the current estate, as additional consideration for the transfer.

16. 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 Lagos Multi Door Court House (LMDC) for Mediation to be conducted in accordance with the (LMDC) Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the LMDC Mediation Guidelines. The Mediation shall be held in Lagos 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 LMDC. 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.

17. SUBSTITUTION CLAUSE
In the event that the Company is, for any reason beyond its control, unable to deliver vacant and physical possession of the Property described herein the Company 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 (as at the time of payment/subscription) 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 and the Subscriber will be required to execute the Purchase Policy for the said alternate property as evidence of acceptance. 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.

18. CYBERBULLYING/STALKING
Subscribers accept that publishing malicious content either in print or social media in a way whether intended or 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.

19. REFUND POLICY
A refund shall be made if:

- The subscriber continuously defaults or fails to complete the purchase sum at the end of the payment plan.
- The subscriber decides to discontinue with the subscribed plan upon a written notification to the Company.
- The subscriber terminates this Agreement and requests a refund.
- Where the subscriber continuously violates the terms and conditions of the subscription.
- The subscriber is required to give the Vendor a minimum of 120 (One Hundred and Twenty Days) written/email notice to process the refund request and a further 60 days if the process is not completed after the first 120 days.
- In the event that a subscriber has been physically allocated, a refund will no longer be possible, except a resale.
- All instances requiring refund as contained in clause Q19(i) - (iv) 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.

20. 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 certified copy of letter of administration or grant of probate issued by a competent Nigerian Court;
- A certified copy of 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.

21. PAYMENT

All payment should only be made to **PWAN PERFECTION BUSINESS INVESTMENTS LTD** at its designated Bank Accounts. Cheque(s)/bank drafts should be issued in favor of **PWAN PERFECTION BUSINESS INVESTMENTS 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 for 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 CONSENTEDTO BY ME AND I ACKNOWLEDGE RECEIPT OF A COPY OF IT.

NAME ………………………………………………………………………………. *SIGNATURE* ………………………

DATE ………………………………….

NAME ………………………………………………………………………………. *SIGNATURE* ………………………

DATE ………………………………….

**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 or Certificate of Business Name Registration. For a company, the name must end with LTD, while for a Business Name, the purchaser is the Proprietor trading in the name & style of the business name e.g. Mr. PWAN PERFECTION (trading in the name & style of Boulevard Estates)*

Impression of the common seal if subscriber is a company >>>>>>>>>>>>>>>

Subscription form must be signed by two directors or a director & secretary

Where subscriber is a company.