

464SQM

OUTRIGHT PAYMENT

**N15M**

ALL PAYMENTS SHOULD BE MADE IN FAVOUR OF  
HAVEN INVESTMENT AND REALTOR SLTD

 **3004007236**

LANDMARKS:

◆ CECC

◆ HENRY NAVAL UNIVERSITY

**LOCATION**  
**IBUSA, ASABA**



# TERMS AND CONDITIONS



## 1. WHERE IS HAVEN CITY ESTATE?

Haven City Estate is Situated at Ibusa , Asaba Delta State

## 2. PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at HAVEN INVESTMENTS & REALTORS LTD office or with the designated sales representative/realtors/PBOs. Free inspections hold Mondays to Saturdays.  
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

Haven City Estate is close to notable landmarks like; Admiralty University, CECC, Delta State Immigration and 63 Brigade Command.

## 4. PROPERTY TITLE

Haven City Estate at the time of Sale, 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. HAVEN CITY ESTATE COORDINATES: (TOBE INCLUDED IN THE MARKETING MATERIAL)

## 6. PLOT SIZE(S)

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

- Corner-piece plot attracts additional 10% of land cost
- Commercial plot (where applicable)
- Special plots: these are plots fully landscaped and fenced at prime areas in the Estate. Samples of the various special plots will be seen on site to aid the informed decisions of interested clients. (Prices will be communicated on request)

## 7. PRICES AND PAYMENT STRUCTURE

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

LANDSIZE	PAYMENTTERM	AMOUNT
464SQM	INSTANT (Discounted)	15,000,000
	OUTRIGHT ( 3 MONTHS)	15,500,000
	4-6 MONTHS	16,500,000

**NB: The Company reserves the right to repudiate processing transactions on payments made after the official announcement of close of sales. Payment validates subscription even if date on subscription form is earlier than date of payment.**

- 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 10% of the total balance upon notice of demand and further 5% of the outstanding payment for every month of default after payment expiration.
  - Review of outstanding balance.
  - Termination or revocation of the contract and the clause on refund would apply
  - The company reserves the right to refund of the amount paid in line with the refund policy, in an event of consecutive default for up to 6months - 1year after the end of the agreed payment plan.

**N/B: In the event 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)

- Deed of Assignment: N200,000 for 464sqm (per plot)
- Survey Plan Fees: N250,000 for 464sqm (per plot) (Note:N500,000 for corporate subscribers )
- Plot Demarcation Fees: N70,000 for 464sqm per plot
- Plot maintenance: N150,000 per plot for the periodic clearing and tidiness of the Estate to ease access to all plots for the first 2 years.
- Primary Infrastructure Fees: N1,500,000 per plot which covers; Perimeter fencing, gatehouse, landscaping, initial streetlights etc.
- Secondary Infrastructure Fees (To be communicated later): This covers underground drainage, electricity, 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 development.

**Note: Estate prices inclusive of documentation feewhich only covers for Deed of Assignment, Survey and Plot demarcation.**

## 9 ALLOCATION TIMELINE

Physical allocation would be done within a minimum of 48 Hours after completion of payment and at least 50% of Primary Infrastructure fee.

**Note: Physical Allocation can be obstructed by extreme weather condition/seasons.**

## 10. DOCUMENTATION

The following documents will be issued:

- Upon payment of initial deposit, an offer letter, 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 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**

SUBSCRIBERS NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

### 11. PLOT DEVELOPMENT TIMELINE

There must be evidence of active possession on your land within Twelve (12) months of physical allocation i.e., at least fencing of plot(s).

**Note: Clients are expected to get all necessary permit(s) from the State government before development of property**

### 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.

### 13. ESTATE DEVELOPMENT TIMELINE

Primary infrastructure will be provided within the first to second year of introducing the estate. Secondary infrastructure will only commence subject to the following conditions;

- I. The general level of development in the area
- II. Satisfactory evidence of possession of plots by subscribers
- III. Payment of secondary infrastructure fees by subscribers

**Note: Estate updates will be regularly sent from our various channels.**

### 14. RESALE/TRANSFER OF PLOT

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

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 in line with the contract of sale can attract civil and criminal liabilities under the laws of the Federal Republic of Nigeria.

### 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. REFUND POLICY

Where a Purchaser wishes to voluntarily withdraw from the Scheme at any time before plot allocation and/or possession, such withdrawal shall be subject to the terms and conditions set out herein.

#### a. Notice Requirement

- i.) The Purchaser shall give the Vendor ninety (90) days' written notice of intention to withdraw.
- ii.) Upon the expiration of the notice period, the Vendor shall be entitled to an additional sixty (60) days to process the refund, where applicable.

#### b. Standard Refund Policy (For Active & Compliant Purchasers)

Where the Purchaser is within the agreed payment plan period and not in default at the time the refund request is made, the refund shall be processed as follows:

- Refund shall be made less an administrative charge of ten percent (10%) of the Purchase Price; and
- Less an Agency Fee of thirty percent (30%) of the Purchase Price.

This shall constitute a total deduction of forty percent (40%), and the balance shall be refunded in accordance with Clause 17a above.

#### c. Refund Policy for Purchasers in Default

For the purpose of this policy, default shall mean failure to make scheduled payments as agreed under the payment plan. Where a refund is requested while the Purchaser is in default, the following deductions shall apply:

##### i.) Default Period of 3 to 6 Months

- A total deduction of fifty percent (50%) of the total amount paid shall be made.
- The balance, if any, shall be refunded subject to the notice and processing period.

##### ii.) Default Period of 6 Months to 18 Months

- A total deduction of seventy percent (70%) of the total amount paid shall be made.
- The balance, if any, shall be refunded subject to the notice and processing period.

Notwithstanding the foregoing, where the Purchaser is in default, the Vendor reserves the right to make refunds subject to the successful resale of the Purchaser's reserved plot to a third party in order to protect cash flow

**Note: Client shall only be assessed on refund based on amount paid only. Future valuation will NOT be considered at any point.**

SUBSCRIBERS NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

iii.) Default Period Exceeding 18 Months

- No monetary refund shall be made.
- All sums paid shall be forfeited to the Vendor as liquidated damages for breach of contract.

d. Absolute Forfeiture After Prolonged Default

Where a Purchaser has remained in default for a continuous period of two (2) years or more, the Purchaser shall:

- Lose all rights, claims, or entitlements to any refund;
- Forfeit all monies paid; and
- Have their subscription automatically terminated without further notice.

e. No Refund After Allocation

Once a plot has been allocated, reserved, or marked for the Purchaser, no refund shall be permitted, whether or not physical possession has been taken.

**18. PAYMENT**

All payment should only be made to HAVEN INVESTMENTS & REALTORS LTD at its designated Bank Accounts. Cheque(s)/bank drafts should be issued in favour of HAVEN INVESTMENTS & REALTORS 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 IN THE TERMS & CONDITIONS HERETOFORE, ARE ACCEPTABLE AND CONSENTED BY ME/US AND I/WE ACKNOWLEDGE RECEIVING A COPY OF IT.**

NAME .....SIGNATURE ..... DATE .....

NAME ..... SIGNATURE ..... DATE .....

**19. The information in this section is collected in order to comply with the compliance with the Money Laundering (Prevention and Prohibition) Act, 2022.**

A politically exposed person (PEP) is an individual who is or who has been entrusted with prominent public functions domestically or by a foreign country. Prominent public functions include the following profiles:

- |  |                                       |
|--|---------------------------------------|
| 1. Head of State or of Government  | 4. Senior politician                  |
| 2. Senior government, judicial or military official                        | 5. Member of ruling royal family      |
| 3. Senior executive of state owned corporation / government linked company | 6. Important political party official |


The definition of PEP also includes immediate family members, relatives, adviser, personal adviser or business associate of an individual stated above.

**Details Of The Politically Exposed Person**

	<b>INDIVIDUAL</b>	<b>CORPORATE</b>
1. Are you a PEP?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2. Are you related to a PEP?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
3. If you are or related to a PEP, please indicate the profile:		
3.1 Head of State or of Government	<input type="checkbox"/>	<input type="checkbox"/>
3.2 Senior politician	<input type="checkbox"/>	<input type="checkbox"/>
3.3 Senior government, judicial or military official	<input type="checkbox"/>	<input type="checkbox"/>
3.4 Member of ruling royal family	<input type="checkbox"/>	<input type="checkbox"/>
3.5 Senior executive of state owned corporation / government linked company	<input type="checkbox"/>	<input type="checkbox"/>
3.6 Important political party official	<input type="checkbox"/>	<input type="checkbox"/>
4. If you are related to a PEP, please indicate their relationship to you:	<input type="checkbox"/> Family <input type="checkbox"/> Adviser <input type="checkbox"/> Relatives <input type="checkbox"/> Business Associates <input type="checkbox"/> Others, please specify	<input type="checkbox"/> Director <input type="checkbox"/> Adviser <input type="checkbox"/> Beneficial Owner <input type="checkbox"/> Business Associates <input type="checkbox"/> Others, please specify

**Kindly Make All Payments Into:**

**HAVEN INVESTMENTS AND REALTORS LTD**

 **3004007236**

