



**ESTATE FEATURES**

- SECURED GATE HOUSE
- GREEN AREA
- DRAINAGE SYSTEM
- PERIMETER FENCING
- STREET LIGHT
- GOOD ROADS



464SQM

INSTANT (ONE-OFF PAYMENT)

**N1.3 MILLION**

464SQM

OUTRIGHT (3 MONTHS PAYMENT)

N1.4 MILLION

ALL PAYMENTS SHOULD BE MADE IN FAVOUR OF  
PWANHAVEN INVESTMENT REALTORS LTD.

☎ 4011273535

**LOCATION**  
**OGBE-0BI QUARTERS, DELTA**

Making Home Ownership Dream A Reality

# LEGACY HAVEN

## SUBSCRIPTION FORM

**AFFIX  
PASSPORT  
HERE**

**TYPES OF PLOT:** ☐ RESIDENTIAL ☐ COMMERCIAL (ATTRACTS 10%) CORNER PLOT(S) (ATTRACTS 10%) ☐

NUMBER OF PLOTS:  PLOT SIZE: 464SQM

**PAYMENT PLAN:** ☐ INSTANT ☐ 0-3 MONTH ☐ 4-6MONTHS

## SECTION 1: PERSONAL DETAILS

[illegible][illegible][illegible]

**COUNTRY OF RESIDENCE:**

**GENDER:** ☐ Male ☐ Female

MARITAL STATUS:

DATE OF BIRTH: 

Day

Month

Year

[illegible]

ORGANIZATION NAME:

**MODE OF IDENTIFICATION:**    **Natio al ID(NIN)** ☐    **Drivers License** ☐    **Voters Card** ☐    **Internatonal Passport** ☐

CAC Certificate  EXPIRATION DATE:  ID NO.  CAC NO.

Day Month Year

EMAIL:

[illegible]

## SECTION2:NEXTOFKIN

NAME:  PHONE NUMBER:

EMAIL:  ADDRESS:

## SECTION 3: SUBSCRIBERS DECLARATION

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

**DATE:** \_\_\_\_\_ **SIGNATURE:** \_\_\_\_\_

## SECTION 4: REFERRAL DETAILS

[illegible][illegible]

**PHONE NUMBER:**

EMAIL: \_\_\_\_\_



# — TERMS AND CONDITIONS —



## 1. WHERE IS LEGACY HAVEN ESTATE

Legacy Haven Estate is located at Ogbe-Obi Quarters Aniocha LGA, Delta State.

## 2. PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at PWAN 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

Legacy Haven Estate is situated close to notable landmarks like; The Benin- Asaba Expressway, Obi Palace and the coal mining center ,

## 4. PROPERTY TITLE

Legacy Haven 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. LEGACY HAVEN COORDINATES ( To Be Communicated On 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	PAYMENT TERM	AMOUNT
464SQM	INSTANT (Discounted)	1,300,000
	OUTRIGHT (0-3 MONTHS)	1,800,000
	4-6 MONTHS	2,200,000

**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)

**Note That Estate price is inclusive of documentation fee which includes; (Deed of Assignment, Survey plan and plot demarcation fees)**

- 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: N100,000 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: N1,000,000** 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.

## 9 ALLOCATION TIMELINE

Physical allocation would be done in a minimum of three (3) months after completion of payment in order of subscription/payment.

**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. econdary 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, PWAN 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, PWAN 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

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. Where the subscriber continuously violates the terms and conditions of the subscription

The subscriber is required to give the Vendor a minimum of Ninety days (90) days’ written/email notice to process the refund request and a further 60 days if the process isn’t completed after the first 90 days

If in the event that a client has physically been allocated, he can no longer request for a refund. Hence, you can only resell.

All instances requiring refund shall be subject to a 40% (Administrative, Logistics & Agency Fees).

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

18. PAYMENT

All payment should only be made to PWAN HAVEN INVESTMENTS & REALTORS LTD at its designated Bank Accounts. Cheque(s)/bank drafts should be issued in favour of PWAN 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 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 .....



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ACCOUNT NAME:  
PWAN HAVEN INVESTMENTS AND REALTORS LTD

