



- REAL ESTATE DEVELOPMENT
- PROPERTY MANAGEMENT

📍 **Head Office:** Plot 23 Liberty Estate, By
 Libry Bus-stop, Independence Layout, Enugu.
 ☎️ 09084823980, 07083600327
 ✉️ info@vaticanprojects.com
 🌐 www.vaticanprojects.com

**AFFIX TWO (1)
RECENT
PASSPORT
PHOTOGRAPHS**

LIBERATION GARDEN ESTATE OWERRI **PLOT SUBSCRIPTION FORM**

Please complete all Fields in **BLOCK LETTER**

CLIENT'S DATA

*Date

*Preferred Name for title preparation

*Name
 Mr./Mrs./Chief/Dr./Barr. (Surname)

(Middle name) (First name)

*Phone Number or

*Marital Status Single Married Others (Specify) _____ *Sex Male Female
(Surname) (Middle Name)

*Name of Spouse
(First name)

*Spouse Tel

*Nationality Nigerian Others(specify) _____ *Occupation

*Valid Identification Card National I.D International Passport Driver's License Voter's Card

*Identification Card Number *Please attach a photocopy of your I.D*

*Residential Add

*Office Add

L.G.A City/Town *State

*Country of residence

*Email _____

***Next of Kin**

*Name

*Residential Add

L.G.A City/Town *State

*Tel Email

*Number of plots:

*PAYMENT PLANS: Outright 3 months

*Purpose of Purchase: To Build To Resale later

*Land Use: Clinic Mall Commercial Residence Private Residence
Others _____

Specify

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

*Selling Price: N *Purchase Price: N *Initial Payment: N

CUSTOMER ACCOUNT DETAILS:

ACCOUNT NAME: ACCOUNT NO

BANK

REFERRED BY PHONE:

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

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 of 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 LIBERATION GARDEN ESTATE – UMUOKANNE, OWERRI
3. LIBERATION GARDEN ESTATE – UMUOKANNE, OWERRI situates Umuokanne in Owerri, under Ohaji/Egbema LGA Imo State. It is an estate comprising of a large expanse of land, measuring over 7.5 acres of land proposed for site and services estate with infrastructures and other amenities. Buy and build service plots in Liberation Garden Estate–Umuokanne are available for sale to the general public at a moderate rate with outright and flexible installment payment plans.
4. The estate is subdivided into different blocks, measuring 460sqm size per plot, offering at affordable price 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. Installment 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)
8. The subscriber upon making initial deposit will be given a Contract of Sales agreement, acknowledgment letter and payment invoice.
9. The subscriber will receive a payment invoice for every payment made into the bank accounts provided by Vatican Garden Projects.
10. The current selling price per plot in LIBERATION GARDEN ESTATE – UMUOKANNE is on the sales flier and the selling price is subject to review upwards 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

ANY OTHER PAYMENTS?

The selling price per plot is all inclusive of the following statutory obligations

- | | | |
|----|--|----------|
| A. | Survey registration fee (plot size 460sqm) | per plot |
| B. | Agreement fee | per plot |
| C. | Plot Allocation fee | per plot |
| D. | Development Levy of | per plot |

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.

BREACHING THE INSTALMENT PAYMENT PLAN

12. 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 installment 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 4months period to process the REFUND.
 - 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 full payment for the plot of land has been made

15. **INDIVIDUAL PLOT FENCING:**

You are expected to fence your plot(s) within 1 month 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 you have obtained the building plan approval from the state building approval agency and being confirmed by Vatican Gardens Projects Company.

17. **LAND USE:** The Estate is designed for mix development with block by block layout sessions and specified land use for each block. Your plot(s) will be allocated according to the land use you chose on the subscription form.

In the estate, there are available plots for Shopping mall, Commercial building (Clinic, School), commercial and private residential building.

You are permitted to build your own choice of building design but limited to the specified land use you applied for.

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. **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).

20. 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

21. 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.

22. 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 the fees to the company for change of title documentation and survey re-registration process

23. The vendor client will pay 10% commission to the company (if is the plot is re-sold by the company) and the purchaser will purchaser will pay the fees to the company for change of title documentation and survey re-registration process.

24. 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.

25. **Re-selling your plot:** Re-selling your plot can be done either by direct selling (you) or by the Company on your behalf.

26. 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 admin@vaticanprojects.com

Any notice which does not conform to the above prescribed mode of communication shall be regarded as null and void.

27. **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.

28. If the subscriber is dead with pending payments and the successor has no possible means of completing the payments and as well as developing the plot, the company will refund the paid amount to the next of Kin with a deduction of 30% administrative charges

29. If the subscriber is dead without any pending payment and the successor has no possible means of maintaining and developing the plot with the development time line, the company will re-sale the plot deduct the necessary commission and pay the balance to the next of Kin.
Please note that the sales 10% sales commission and 3% service charge will apply accordingly.

30. 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.

31. **LAND BANKING:** Please be informed that long time land banking is not allowed in Liberation Garden Estate –Umuokanne, Owerri.

32. **INDIVIDUAL PLOTS DEVELOPMENT TIME LINE:** Individual plot development time line is maximums 4 years from your date of purchase. You must develop or re-sale your plot within the period of 4 years.

None compliance to this 4 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.

33. 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.

34. **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, 120 days will be given to the company to process the refund 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.

35. **SUBSCRIPTION FORM SUBMISSION:** Kindly note that your filled subscription form should be submitted with an attached passport photograph, photocopy of a valid ID card to any of our offices or scanned to our email address admin@vaticanprojects.com.

36. 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.

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

Account name: VATICAN GARDENS PROJECTS

Account number: 1548984155

Access Bank Plc.

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 IS ACCEPTABLE AND CONSENTED TO BY ME AND TO BE BOUND BY SAME BY APPENDING MY SIGNATURE BELOW.

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

Subscriber's Name: _____

Signature _____ Date: _____