

MONTGOMERY

4 BEDROOM TERRACE DUPLEX FORM



SUBSCRIPTION FORM

BIO DATA

Subscription Fee
N5,000 (Non Refundable)

Title: Mr. /Mrs./Ms./Dr. M/s. / Chief / Others:.....
Surname

.....
Other Names

.....
Residential Address

.....
Date of Birth. . Sex . Nationality

.....
Office Address

.....
E-mail Address . State of Origin/City

.....
Phone No 1. . Phone No 2

.....
Next of Kin. . Relationship

.....
Address

.....
Tel

.....
Means of Identification. . ID Number
(Please submit a copy)

.....
Marketer/Partner in charge of this transaction.....Phone No:.....

I /We the undersigned subscriber(s) (first and second subscribers), do hereby declare, that the above mentioned information given by me/us are true and correct to my/our knowledge and no material fact has been concealed there from. I/We have gone through the terms and condition written in this application form and accept the same and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment if the applied unit, my/our claim shall be limited only to the extent of amount paid by me/us in relation to this subscription form. I/We accept that any default in my agreed payment terms will result in automatic cancellation of my/our subscription and refund of total amount paid less 30% penalty fee.

Sole/ First Subscriber

Second Subscriber Name:

Name..... **Name:**

Signature:..... **Date** **Signature:**..... **Date**

Website: www.4pointproperty.com , email: info@4pointproperty.com

SALES AGREEMENT

THIS SALE AGREEMENT is made this day of201.....BETWEEN 4POINT REAL ESTATE INVESTMENT LIMITED of hereinafter referred to as the "Vendor" andofhereinafter referred to as the " purchaser".

In consideration of the mutual covenants contained herein and received, and with the intent to be legally bound, vendor and purchaser hereby agree as follows:

1. Vendor has agreed to demise absolutely unto the purchaser all the residue of its interest on all that property known and referred to as the 4 bedroom terrace duplex situate and being at The Montgomery Homes, Estate, Sangotedo-Ajah in the Eti-Osa Local Government area of Lagos State.'
2. OFFER PRICE:
 - a. Instalment - ₦41,500,000.00 (Forty One Million, Five Hundred Thousand Naira only) (40% deposit spread balance in 12 months)
3. ANCILLARY FEES:
 - a. Developmental fee: the sum of ₦2,000,000.00 (Two Million Naira only) is required payable per unit (subject to review) payable after 2 months of the initial deposit of the purchase price;
 - b. Survey fee: Borne by the purchaser;
 - c. Legal fee: this shall be ₦350,000.00 (Three Hundred and Fifty Thousand Naira Only) and same is payable alongside the purchase price, (Governor's consent not inclusive; this can be done by referral of our external solicitor at a cost payable by the Purchaser).
4. THE PARTIES HEREBY AGREE AS FOLLOWS:
 - a. The transaction between both parties shall become binding upon confirmation of payment by the Vendor and execution of this agreement;
 - b. The payment shall be made either by issuing a cheque in favour of the Vendor or a cash deposit paid by the Purchaser directly into the Vendor's account or through POS terminals at Vendors' offices ;
 - c. Cash payments made by a Purchaser to any agent or an officer of the Company shall be at the Purchaser's risk;
 - d. The Purchaser shall assume ownership of the residence of the unit upon full payment of the ancillary fees.
 - e. The purchase shall only be regarded as outright where the Purchaser makes full payment of the purchase price otherwise same shall categorised and structured as an instalment plan;
 - f. There shall be no refund of the purchase price except under the following events:
 - where the Vendor is unable to ensure a delivery of the title to the purchaser;
 - where a court of justice in Nigeria or a governmental agency with appropriate authority demands such termination.

- g. Termination of transaction by the Vendor (where it is become obvious to both parties that the transaction has failed due to the fault of the Vendor) shall result in a refund of all sums paid by the Purchaser within 30days subject to a return of all original documents by the Purchaser. Any delay in such refund shall attract an additional payment of 5% of the purchase price to the Purchaser
 - h. In the event of default by the Purchaser, the Vendor has the right to either:
 - i. Revoke the transaction and refund all sums paid by the Purchaser less 30% of the purchase price;
 - ii. Increase the purchase price by a minimum of 10% provided the Purchaser agrees to same failing which the Vendor shall have the right to 7di above
 - i. Termination of transaction by the Purchaser (where it is become obvious to both parties that the transaction has failed due to the fault of the Purchaser) shall result in a refund of the purchase price within 10 days of such notice by the Purchaser subject to a return of all original documents by the Purchaser. A deduction of 30% of the purchase price shall be made by the Vendor.
 - j. Upon payment, the Purchaser shall be issued the following:
 - (i.) A contract of sale duly executed by both parties
 - (ii.) A deed of assignment upon the full payment of all fees duly executed by both parties
 - (iii.) A letter of allocation
 - (iv.) A restrictive covenant
 - k. All payments are exclusive of Value Added Tax (VAT)
5. FEATURES OF THE UNIT: Finished 4 bedroom all rooms en suite
6. ENTIRE AGREEMENT: This Agreement and the documents referred to in it together with all other Agreements to be executed, shall constitute the whole agreement between the parties on this transaction.
7. NOTICE:
- a. Any notice to be given under this Agreement shall be in writing and delivered by hand or email to the party at the address shown in the subscription form or as provided by the Purchaser, or to such an address as the Purchaser may have specified from time to time by writing.
 - b. Such notice shall be deemed received by the Purchaser after 48 hours of despatch of such notice by the Vendor.
 - c. Any request for a preferred location of any unit shall be put in writing but at a premium and subject to availability.
8. Any cash given to any agent or marketer by the purchaser on behalf of the vendor shall be at the purchaser's risk.

IN WITNESS WHEREOF the vendor has hereunto set its common seal and the purchaser has set his hand the day and year first above written

The **COMMON SEAL** of the within-named **4POINT REAL ESTATE INVESTMENT LIMITED** was hereunto affixed
In the presence of:

DIRECTOR

DIRECTOR/COMPANY SECRETARY

SIGNED SEALED AND DELIVERED
by the within named PURCHASER

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In the presence of:

Name:

Address:

Occupation:

Signature: **Date:**