



Subscription Form

NOTE: INSTANT PLOT RESERVATION AND ALLOCATION FOR SUBSCRIBERS

TYPE OF PLOTS: ☐ RESIDENTIAL ☐ COMMERCIAL (25%) ☐ CORNER PIECE PLOT(S) (ATTRACTS 10%)
PAYMENT: ☐ OUTRIGHT ☐ INSTALLMENT ☐ 6 MONTHS ☐ 12 MONTHS
NUMBER OF PLOTS: **PLOT SIZE:** ☐ 464SQM

Kindly fill the form with correct details and well spelt names as any subsequent corrections on issued documents occasioned by any mistake in filling this form will attract correction fees.

SECTION 1: SUBSCRIBERS DETAILS

AFFIX
A PASSPORT
PHOTOGRAPH

TITLE: Mr/Mrs/Ms/Miss/Dr/Prof/Chief/Others _____

NAME:

DATE OF BIRTH: GENDER* ☐ MALE ☐ FEMALE

ADDRESS
(RESIDENTIAL ADDRESS IN CASE OF INDIVIDUAL AND REGISTERED BUSINESS ADDRESS IN CASE OF CORPORATE ORGANIZATIONS)

ROAD/STREET

TOWN/CITY/DISTRICT/STATE*

OCCUPATION*

ORGANIZATION NAME*

EMAIL ADDRESS*

MARITAL STATUS* NATIONALITY*

TELEPHONE NUMBER* POSTAL CODE*

MOBILE NUMBER*

SECTION 2: IDENTITY PROOF OF NEXT OF KIN

IDENTITY PROOF*

IDENTITY PROOF NAME

PHONE NUMBER

ADDRESS PROOF*

ADDRESS

EMAIL ADDRESS

SECTION 3: SUBSCRIBER'S DECLARATION

I, _____ hereby declare that all the information provided on this subscription form for the purpose of purchasing the above property is true and correct to the best of my knowledge and I consent to the terms and conditions.

SIGNATURE OF THE SUBSCRIBER* _____

DATE* _____

NAME* _____

Note* subscriber has to sign before an authorized PWAN XTRA personnel.

FOR REFERRAL DETAILS

NAME*

DATE

PHONE NO

EMAIL

FREQUENTLY ASKED QUESTIONS/ TERMS AND CONDITIONS



PWAN XTRA PROPERTY INVESTMENT LIMITED is a property marketing, information & development company with Head Office at Block F4, Suit 3-5, HFP Eastline shopping complex by Abraham Adesanya roundabout, Ajah, 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 "REAL ESTATE FIRM OF THE YEAR 2023" and "BEST PERFORMING PWAN GROUP AFFILIATE 2023 & 2024"; "MOST CREATIVE & MOST INNOVATIVE AFFILIATE COMPANY IN THE PWAN GROUP" & "DEVELOPMENT & BUILDING AFFILIATE OF THE YEAR 2024" and the owners of Owners of Ile Ayo, Ojo Iwaju Estates.

Q1. AKUOMA PHASE 2 LOCATION ?

Akuoma Phase 2 is located in Enugu State.

Q2. PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at PWAN XTRA PROPERTY INVESTMENT LIMITED 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.

Q3. ESTATE LANDMARKS

Akuoma Phase 2 enjoys proximity to major government presence & commercial investment landmarks like behind the Owo Junction, Governor's House, Modern International School, Osisatech Polytechnic Owo, Smart City School Owo, Arooma Junction, guaranteeing high Return on Investment.

Q4. PROPERTY TITLE

DEED OF ASSIGNMENT AND SURVEY. 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.

Q5. AKUOMA PHASE 2 CORDINATES ?

Q6. 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. There are 2 categories of the special plots
 - Standard Special plots: These are the regular plastered dwarf fenced plot with proline and it cost an additional N3,500,000 (Three Million Five Hundred Thousand Naira Only) to the price of the plot.
 - Premium Special plots: these are plastered dwarf fenced with bricks and proline and it cost an additional N5,500,000 (Five million Five Hundred Thousand Naira only) to the price of the plot.
 - Special plots are only available on one-off payment. Samples of the various special plots will be seen on site to aid the informed decisions of interested clients.

Q7. PRICES AND PAYMENT STRUCTURE

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

LAND SIZE	3 MONTHS (OUTRIGHT)	6 MONTHS (INSTALLMENT)
464	ACTUAL PRICE: N3,500,000	ACTUAL PRICE: N3,500,000

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.

- 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

NB: 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.

Q8. OTHER PAYMENTS (Subject to review within 12 months)

- I. Deed of Assignment: All Inclusive
- II. Registered Survey Fee: All Inclusive
- III. Plot Demarcation Fee: All Inclusive
- IV. Development Fee: N1,500,000 only per plot (Subject to review upwards) Development fee Covers the following (1) Perimeter fencing (2) Gate house (3) Earth road
- V. Infrastructural fee: Infrastructural levy to be determined in the future and the following to be provided by the company subject to the payment of the infrastructural levy (1) Greenery (2) Security (3) Water (4) Street Lighting (5) Recreational facilities (6) Electrification /transformer

NB: Plot maintenance fees is charged at a rate of N5000 per plot monthly on undeveloped plot for the periodic clearing and tidiness of each plot.

- VI. Primary Infrastructure Fees: N3,500,000 for 464sqm per plot which covers clearing, perimeter fencing, gatehouse, security house, basic internal road network, landscaping, street lights, CCTV etc. N/B: 50% of Primary Infrastructure Fees is payable before physical allocation and the balance payable within 12 months of allocation. Default in payment of Primary Infrastructure Fees will lead to an upward review in accordance with inflation rate (determined by the prevailing economic rate).
- VII. 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.

Q9. ALLOCATION TIMELINE

Physical allocation would be done in a minimum of three (3) months after completion of payment in order of subscription/payment and upon confirmation of at least 50% payment of primary infrastructure fees. Note: Priority is given to clients who paid one-off over 3 months' outright or 6 months instalment payment plan.

Q10. DOCUMENTATION

The following documents will be issued:

- I. 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.
- II. Contract of Sales, Payment Receipt and Payment Notification Letter would be issued upon final payment of the total sum.
- III. Deed of Assignment & Survey Plan within four (4) months of payment provided that Documentation fee has been paid and physical allocation has been done.

NB: 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.

Q11. 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 paid at least 50% of the primary infrastructure fees, give proper notice and obtain written clearance from the management through the project and development unit, as well as get building permit approval from the Enugu State Government before commencement of development on their plot.

Q12. 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 Enugu State Government afterwards.

Q13. 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 XTRA (Facebook & YouTube); @pwanxtra, @pwanxtra (Instagram).**

Q14. RESALE/TRANSFER OF PLOT

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

Q15. 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 Enugu State Multi Door Court House (ESMDCH) for Mediation to be conducted in accordance with the (ESMDCH) Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the (ESMDCH) Mediation Guidelines.

The Mediation shall be held in Enugu 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 ESMDCH. 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.

Q16. 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.

Q17. 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.

Q18. 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. The subscriber terminates this Agreement and request a refund
 - IV. Where the subscriber continuously violates the terms and conditions of the subscription
 - V. The subscriber is required to give the Vendor a minimum of one hundred and twenty days (120) days' written/email notice to process the refund request and a further 60 days if the process isn't completed after the first 120 days
 - VI. In the event that a client has physically been allocated, he can no longer request for a refund, hence you can only resell.
 - VII. All instances requiring refund as contained in clause Q15(i) & (ii) 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.

Q19. CYBERBULLYING/STALKING

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 letter of administration or grant of probate issued by a competent Nigerian court;
- 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.

Q20. PAYMENT

All payment should only be made to PWAN XTRA PROPERTY INVESTMENT LIMITED at its designated Bank Accounts. Cheque(s)/bank drafts should be issued in favor of PWAN XTRA PROPERTY INVESTMENT LIMITED. We shall not accept any responsibility for any liability that may arise as a result of a deviation from the above instruction.

NB: 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 CONSENTED BY ME/US AND I/WE ACKNOWLEDGE RECEIVING 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 subscriber is the Proprietor trading in the name & style of the business name e.g. Mr PWAN XTRA (trading in the name & style of Ile Ayo Estates). A company must also attach a board resolution authorizing the purchase.

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

ANTI-MONEY LAUNDERING DECLARATION

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**ALL PAYMENT SHOULD BE MADE IN FAVOUR OF
PWAN XTRA ENUGU**



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1304807465

For swift response to your enquiries or requests please contact us at:
PWAN XTRA PROPERTY INVESTMENT LIMITED
 You can also visit our website at www.pwanxtra.com for more information.
 We look forward to hearing from you soonest.

Yours sincerely,
PWAN XTRA PROPERTY INVESTMENT LIMITED
 Owners of Ile Ayo, Ojo Iwaju 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 >>>>>>>>

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[pwanxtra](#)

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