



Subscription Form

NOTE: INSTANT PLOT RESERVATION AND ALLOCATION FOR SUBSCRIBER

TYPE OF PLOTS: ☐ RESIDENTIAL ☐ COMMERCIAL (ATTRACTS 25%) ☐ CORNER PIECE PLOT(S) (ATTRACTS 10%)

PAYMENT: ☐ OUTRIGHT ☐ INSTALLMENT ☐ 3 MONTHS ☐ 6 MONTHS

NUMBER OF PLOTS: PLOT SIZE: ☐ 300SQM ☐ 464SQM ☐ 500SQM

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*

OTHER SOURCE OF INCOME (IF ANY)*

IDENTIFICATION CARD TYPE: ☐ NATIONAL ID CARD ☐ DRIVER'S LICENSE ☐ INTERNATIONAL PASSPORT ☐ NIN

ARE YOU A POLITICALLY EXPOSED PERSON? YES ☐ NO ☐ If YES, what category?

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 ZENITH personnel.

FOR REFERRAL DETAILS

NAME*

DATE

PHONE NO

EMAIL

FREQUENTLY ASKED QUESTIONS/ TERMS AND CONDITIONS



Q1. ACE RESIDENCE LOCATION?

ACE RESIDENCE is situated at Umuokanne By Obinze, Owerri, Imo state.

Q2. PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at PWAN ZENITH office or with the designated sales representative/realtors/PBOs. Free inspections hold Mondays to Saturdays. Take off time is 9am-1pm.

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

Ace Residence enjoys proximity to major government presence & commercial investment landmarks like: Federal University of Technology Owerri (FUTO) Junction, Redemption Estate obinze (A Neighboring Estate), FUTO Staff Estate, FEDPONEK Staff Estate, 34 Artillery Brigade Obinze, NDDC Staff Quarters, Imo River Basin Staff Estate. All guaranteeing high Return on Investment.

Q4. PROPERTY TITLE

This estate comes with a Registered Survey and Deed of Assignment. 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. PLOT SIZE(S)

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

- a) Corner-piece plot attracts additional 10% of land cost
- b) Commercial plot (where applicable) attracts additional 25% of land cost

Q6. 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 SQM	ACTUAL PRICE: N20,000,000	ACTUAL PRICE: N22,000,000 Initial Payment: 7,700,000 30% of total sum Instalment: Balance spread Monthly within 6 months

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.

(b) 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;

- I. Attract default charge of 10% of the monthly payment or 10% of the total balance upon notice of demand, OR 10% of the outstanding payment for every month of default after payment expiration.
- II. 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.
- III. Termination or revocation of the contract and the clause on refund would apply

N/B: In the event that there are no available plot(s) when the subscriber fails to meet the contract term or the company reviews total number of plots acquired, the subscriber's payment can be transferred to a new phase/estate.

Q7. OTHER PAYMENTS (All Inclusive)

- I. Deed of Assignment: All Inclusive
- II. Survey Plan Fees: All Inclusive
- III. Plot Demarcation Fees: All Inclusive
- IV. Development Fee: N5,000,000

N/B: Primary Infrastructure Fees is payable after physical allocation within a 6 months period. Default in payment of Primary Infrastructure Fees will lead to an upward review in accordance with inflation rate (determined by the prevailing economic rate).

V. Secondary Infrastructure Fees: this covers Underground Drainage, Transformer/Electricity, Alternative Power Supply, Plot by Plot Water Connection, Parking lot, Estate Management Office, street lights, CCTV 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.

Q8. ALLOCATION TIMELINE

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

Note: Priority is given to clients who paid one-off over 3 months' outright.

Q9. DOCUMENTATION

The following documents will be issued:

- I. Upon payment of initial deposit, a letter of acknowledgment 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 two (2) months of payment 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.

Q10. 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 Owerri State Government afterwards.

Q11. 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 Zenith(Facebook); @pwanzenithofficial (Instagram); @pwan.zenith(tiktok).

Q12. RESALE/TRANSFER OF PLOT

- I. Subscribers who have paid up on their land can re-sell their plot. However, PWAN ZENITH 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 Administrative charges.
- 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 ZENITH 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 of higher value, the subscriber is required to pay the difference in price.

Q13. 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 Imo State Multi Door Courthouse (ISMDC) for Mediation to be conducted in accordance with the (ISMDC) Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the (ISMDC) Mediation Guidelines. The Mediation shall be held in Imo 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 ISMDC. 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.

Q14. 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.

Q15. REFUND POLICY

A refund shall be made if;

- I. The subscriber decides to discontinue with the subscribed plan upon a written notification to the Company, terminates agreement and request a refund
 - II. Where the subscriber continuously violates the terms and conditions of the subscription
 - III. Any land payments of one hundred thousand naira (N100,000) and below is not refundable.
 - IV. 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
 - V. In the event that a client has physically been allocated, he can no longer request for a refund, hence you can only resell.
 - VI. All instances requiring refund as contained in clause Q15(i) & (ii) shall be subject to a 40% (Administrative, Logistics & Agency Fees) deduction.
- For refunds that are requested for after the expiration of the payment plan, demurrage/default fees will be deducted from the refundable amount.

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:

- 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.

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

NAME _____ SIGNATURE _____ DATE _____

Where subscriber is a company.

 www.pwanzenith.com
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 pwanzenith@gmail.com