



DEED OF ASSIGNMENT
& REGISTERED SURVEY



ODULU FARMLAND,
IBUSA TOWN, OSHIMILI NORTH
LOCAL GOVERNMENT AREA,
DELTA STATE.

N O W S E L L I N G

The Matter's 2

House BY CEDARWOOD

Live
among the
city's elite.



ALL PAYMENT SHOULD BE MADE IN FAVOUR OF
Cedarwood Luxury Estates Development Ltd

1312281220

PURCHASE POLICY

CONNECT US ON @estatesbycedarwood www.estatesbycedarwood.ng

Estates by
Cedarwood

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

PAYMENT: ☐ Outright (3 Months) ☐ Instalment (6 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 PLUS personnel.

FOR REFERRAL DETAILS

NAME*

DATE

PHONE NO

EMAIL

REALTOR'S DECLARATION OF PROFESSIONAL COMPLIANCE AND UTMOST FIDELITY

I _____, the realtor in this transaction, hereby affirm that I have personally read this purchase policy and fully understand its content, and also certify that I have brought the full and unredacted content of this document to the attention of the subscriber(s) above, and that I confirm that he/she/they/it understand(s) and accept(s) to be bound by its content. I also affirm that I will be personally held liable for any liabilities that may arise as a result of the subscriber establishing that the full content of this document was hidden from them by my acts of commission/omission.

Address: _____
Signature: _____
Date: _____

INTRODUCTION

ESTATES BY CEDARWOOD is a property marketing, information and development company with its Head Office at 2nd Floor, Trimetrix Towers, Lakeview Park 1 Estate, Berger Bus Stop, Lekki-Epe Expressway, Ajah, Lagos State. The company is duly incorporated under the laws of the Federal Republic of Nigeria. Our vision is to make quality homeownership accessible to everyone. We are a multiple award-winning real estate company and recipient of prestigious industry recognitions, including the BusinessDay Top 25 CEO Award, Real Estate Firm of the Year 2023, and several other industry awards in 2024 for excellence in performance, creativity, innovation and development. We are the developers and promoters of the Cedarwood Luxury, Heartland, Billionaires, Autograph by Cedarwood, and Elegance by Cedarwood estate series.

1. POTTERS HOUSE BY CEDARWOOD PHASE 2 LOCATION

POTTERS HOUSE PHASE 2 is situated at Odulu Farmland, Ibusa Town, Oshimili North Local Government Area, Delta State.

2. PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at ESTATES BY CEDARWOOD office or with the designated sales representative/realtors. 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.

3. ESTATE LANDMARKS

POTTERS HOUSE BY CEDARWOOD PHASE 2 enjoys proximity to major government presence & commercial investment landmarks like Twin Town by Cedarwood Phase 1 & 2, Elegance Plus by Cedarwood Phase 1, Admiralty University, Chinese Civil Engineering Construction Corporation (CCECC), Nigerian Army 63 Brigade (Permanent Site), Nigeria Immigration Service, Federal Road Safety Corps, Okpanam-Ibusa Link Road, Asaba International Airport, Koka and Summit Junctions, all guaranteeing high Return on Investment.

4. PROPERTY TITLE

Deed of Assignment & Registered 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.

5. POTTERS HOUSE BY CEDARWOOD PHASE 2 COORDINATES: 240809.000mN, 460978.009mE

6. PLOT SIZE(S)

All plots are 464sqm, equivalent of 50x100ft. 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)
- c) Special plots: these are plots fully landscaped and fenced at prime areas in the Estate. There are 2 categories of the special plots
 - I. 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.
 - II. 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.
 - III. 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.

7. 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	LAUNCH PRICE: N10,000,000 PRE LAUNCH PRICE: N7,500,000 Initial Payment: N4,000,000 Monthly payment for next 2 months: N1,750,000 * Pre Launch discount applies to ONLY one-off payment plan.	LAUNCH PRICE: N11,500,000 Initial Payment: N4,000,000 Monthly payment for next 5 months: N1,500,000

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.

(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 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.
- 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, the subscriber's payment can be transferred to a new phase/estate.

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

- I. Deed of Assignment: N400,000 for 464sqm (per plot)
- II. Survey Plan Fees: N200,000 for 464sqm (per plot) (note: N400,000 for corporate subscribers.
- III. Plot Demarcation Fees: N100,000 for 464sqm (per plot)

SUBSCRIBER'S NAME.....SIGNATURE.....DATE.....

- IV. Primary Infrastructure Fees: N5,000,000 for 464sqm (per plot) which covers clearing, perimeter fencing, gatehouse, security house, basic internal road network, landscaping, street lights, CCTV etc.
- V. Plot maintenance: N100,000 for 464sqm per plot only, per annum
NB: Plot maintenance fee is charged annually from the year of physical allocation—applicable to undeveloped plot(s) only—for the periodic clearing and tidiness of each plot.
- VI. 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.

9. ALLOCATION TIMELINE

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

10. 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 full payment provided that 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.

11. 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 given proper notice and obtain written clearance from the management through the project and development unit, as well as get building permit approval from the Delta State Government before commencement of development on their plot.

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 Delta State Government afterwards.

13. 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 (Facebook & YouTube); @estatesbycedarwood (Instagram).

14. RESALE/TRANSFER OF PLOT

- I. Subscribers who have paid up on their land can re-sell their plot. However, ESTATES BY CEDARWOOD 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, ESTATES BY CEDARWOOD 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.

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

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 (as at the time of payment/subscription) 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

SUBSCRIBER'S NAME.....SIGNATURE.....DATE.....

17. CYBERBULLYING/STALKING

18. REFUND POLICY

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 requests a refund.

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

VI. In the event that a subscriber has been physically allocated, a refund will no longer be possible, except a resale.

19. DEATH OF SUBSCRIBER

- A certified copy of the death certificate;
- A certified copy of letter of administration or grant of probate issued by a competent Nigerian Court;
- A certified copy of a sworn affidavit of next of kin (where applicable); and
- Any other relevant documentation as may be reasonably required by the Vendor.

20. PAYMENT

ANTI-MONEY LAUNDERING DECLARATION

hereby confirms that:

a. The money paid by me to **Estates by Cedarwood** is not a proceed of crime

b. **Estates by Cedarwood** and I are subject to and obliged to comply with all relevant laws, regulations, lawful orders or directives relating to the combat against money laundering (AML) and terrorism financing

c. I ensure and agree to compliance with anti-money laundering laws and regulations regarding the source of funds for the transactions with **Estates by Cedarwood**

d. I shall indemnify **Estates by Cedarwood** of any loss or injury suffered either by it or its employee arising from actions of law enforcement agencies including the judiciary.

Name: _____
Address: _____
Signature: _____
Date: _____



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+2347065744175