



PWAN HERITAGE AND CONCERNS LTD

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Igbo- Efon, Lekki, Eti-Osa LGA, Lagos State.

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HERITAGE GARDENS PHASE 3, OWERRI FREQUENTLY ASKED QUESTIONS / TERMS & CONDITIONS

Please read these frequently asked Questions /Terms and Conditions carefully before fully subscribing to this Estate. Your confirmation of subscription by the Company is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all Clients and successors in title to the said land. By appending your signature to these terms, you agree to be bound by these Terms. If you disagree with any part of the terms herein stated, you are advised against subscribing.

Q1. WHERE IS THIS LAND LOCATED?

Heritage Gardens Phase 3 is located Along Obosima road, off Portharcourt road, Avu-Obosima, Imo State.

Q2. WHAT IS THE LEGAL TITLE COVERING THIS LAND?

Heritage Gardens Phase 3 has Survey & Deed Assignment (Free from every known government acquisition or interest and adverse claims).

Q3. ARE THERE ANY ENCUMBRANCES ON THE LAND?

Heritage Gardens Phase 3 is not encumbered. It is free from government Interest.

Q4. IS THE ROAD TO THE LAND MOTORABLE?

Yes, the road to the land is motorable.

Q5. WHAT ARE THE PLOT SIZES AVAILABLE FOR PURCHASE?

464SQM

Q6. WHAT IS THE PAYMENT STRUCTURE FOR THE LAND?

The payment structures are as follows:

464SQM (Residential): Outright payment (0–3 months) – N4,500,000.00 Installment payment (4–6 months) - N5,000,000.00 (7–12 months) - N6,500,000.00

464SQM (Commercial): Outright payment (0–3 months) – N5,500,000.00 Installment payment (4–6 months) - N6,000,000.00 (7–12 months) - N7,000,000.00

Initial payment - ₦1,000,000.00

Corner plot attracts an additional 10% charge of cost of land.

Nonpayment of the total purchase price of the property as at when due will be regarded as a fundamental Breach of Contract. This breach will attract an **additional default charge of 10%** of the monthly instalment for every month of default. **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. 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 or land dispute.

Q7. ARE THERE ANY ADDITIONAL PAYMENTS APART FROM THE PAYMENT FOR THE LAND?

YES. This additional payment covers your legal documentation and development of the estate divided as follows:

a) Registered Survey Plan: N150,000 b) Deed of Assignment: N200,000. c) Plot Demarcation: N70,000.

d) Development fee: N1,000,000 per plot The facilities to be provided by the Company includes: Estate Perimeter fence and Gate House, Street Light, Internal and Exterior Access Road Network

e) Infrastructure Levy: (To be communicated) will subsequently be estimated among residents and applied towards development of the internal amenities.

f) Change/Correction of Name attracts an additional charge of N10,000.

g) Transfer of Ownership attracts 10% charge of cost of land as at time of purchase to be paid by the new purchaser.

Q8. WHEN DO I MAKE THE PAYMENTS FOR LEGAL DOCUMENTS AND DEVELOPMENT?

We advise all payments for legal documents be made together with the payment for the land. However, where this is not possible;

a) Payments for plot Demarcation should be made immediately after the payment for the land while payments for legal documents should be made within 3 – 6 months after payment for the land.

b) We require that you pay your development levy within 12 months of Physical allocation or upon demand.

Q9. WHAT DO I GET AFTER COMPLETING PAYMENT FOR THE LAND?

a) Receipt of payment b) Payment Notification Letter (If legal fees have not be paid) c) Receipt of payment for Legal Document (If paid)

d) Contract of Sales e) Deed of Assignment and Survey (after physical Allocation).

Q10. WHEN DO I GET PHYSICAL ALLOCATION AFTER FULL PAYMENT? The transaction process flows as follows:

*Collect and fill subscription form *Payment for Land Submit subscription form together with payment evidence to the company *Collect Letter of Acknowledgement and receipt(s) (where on installment) *Collect Contract of Sale upon final payment *The Client signs the Contract of Sale and returns same to the office *Execution of Contract of sale by the Company *Client collects the executed Contract of Sales Payment for Survey and Documentation **Physical Allocation of plot(s) and issuance of allocation letter within 0 – 6 months after all fees have been discharged** Collect Survey Collect Deed of Assignment **Please note: Deed of Assignment and survey is scheduled for production only after all legal fees have discharged provided the client have been physically allotted a plot.**

Q11. WHEN CAN I START CONSTRUCTION/DEVELOPMENT OR BUILDING ON THE LAND?

Subject to the general level of development in the area the land is located, you can commence construction, development or building only after physical allocation and according to your preferred timeline, you are required to commence development on your allotted plot.

a) Please select your preferred timeline to commence development on your allotted plot:

☐ 0 – 6 months ☐ 7 – 12 months ☐ 11 – 24 months ☐ 25 – 36 months ☐ 37 – 60 months

b) The Company's development timeline for infrastructure within the Estate is between 12 – 36 months.

Q12. IS THERE ANY TIME LIMIT TO COMMENCE WORK ON MY LAND AFTER ALLOCATION?

YES. Fencing of individual plot is expected to commence within Ninety (90) days after physical allocation of plots. Failure to do so might result in relocation of plot to other part of the estate and such plot owner bears the attendant cost of relocation. Furthermore, subject to your chosen preferred timeline in Q11. (a) above, you are to commence development of your plot.

Q13. IS THERE ANY RESTRICTION REGARDING THE TYPE OF BUILDING I CAN CONSTRUCT IN THE ESTATE?

YES. The estate layout is in sections and you are limited to build houses on each section based on designated use or plan for that section (i.e. Residential or Commercial).

Note: "Face-me-I-face-you" (Tenement building) and High rise buildings will not be permitted. All building design must conform to the required set back of the building control of the estate and such design would be approved by the Company and Imo State Government afterwards.

Q14. CAN I RE-SELL MY PLOT/PROPERTY?

A Subscriber/Purchaser who has paid up on their land can re-sell their plot(s). However, consent must be sought in writing from and granted by PWAN Heritage and Concerns Limited and such consent not unreasonably withheld by the Company. We would require you to furnish the company with details of the new buyer. A 10% charge of the purchase price of the Property covering legal fees shall be paid to the Company by the new Purchaser.

Please note: The Company does not handle re-sell of property on behalf of the Subscriber.

Q15. WHAT IS YOUR REFUND POLICY?

In the event a Subscriber/Purchaser cannot continue with payment for his or her plot(s), such a Subscriber/Purchaser can apply for a refund within 3 – 6 months from the date of initial deposit or such a Subscriber can Transfer the ownership of his plot to another subscriber of his choosing.

In the event of a refund;

a) The subscriber is required to send a written notice of discontinuance signed by hand either in form of a letter or e-mail to pwanheritage@gmail.com detailing the reason for the refund request.

b) The company after due consideration is obligated to process a refund to the subscriber within Ninety (90) days at first instance and a further sixty (60) days if the process is not complete within the first Ninety (90) days. The refund shall be processed and paid less 40% administrative charges.

ALL PAYMENTS SHOULD BE MADE TO PWAN HERITAGE AND CONCERNS LIMITED at its designated banks. Otherwise, cheque should be in favour of PWAN HERITAGE AND CONCERNS LIMITED. We shall not accept any responsibility and or any liability that may arise as a result of deviation from the above instructions

THEREFORE, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS HEREIN STATED AND IT IS ACCEPTABLE AND CONSENTED TO BY ME AND I AGREE TO BE BOUND BY SAME.

NAME.....SIGNATURE.....DATE.....

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