

PERSONAL INFORMATION

Title: Surname:

First Name:

Other Name:

Residential Address:

**Passport
Photograph**

Phone Numbers:

Email Address: Date of Birth: | |

Nationality: Marital Status:

Occupation/Industry: Place of work:

Address (Work/Office):

Means of Identification: National ID Card International Passport

Driver's License Permit Voter's Card

Identification Number

NEXT OF KIN INFORMATION

Name of Next of Kin:

Relationship:

Address:

Email:

PAYMENT OPTION

Plot Size: **300sqm** **500sqm**

Number of Plots:

Preferred Payment Plan: Outright Installment

Duration: Outright (0-2 Months) 3 Months 6 Months

How did you hear about us:

Reason for purchase: Investment Residential Others

SOURCE OF FUND

Salaries & Allowance Corporate Contribution Savings

Personal Income Business Income Loan

Sales of Personal Property Others (Specify)

DECLARATION

I/We hereby declare that I/WE understand the terms and condition regarding this purchase and to fully abide by same.

I/WE make this declaration conscientiously believing all information provided to be true in every particular.

We Further declare that the information given in this application form is true and correct to the best of my/our knowledge and no material had been concealed. All Payment should be made in favour of Eystone Development and Investment Limited.

Signature:

FOR OFFICIAL USE ONLY

Realtor's Name:

Email: Group:

Phone Number: DOB:

TERMS AND CONDITIONS FOR THE GEMSTONE

Please read these Terms and Conditions ("Terms and Conditions") carefully before fully subscribing to the Estate by appending your signature.

Your confirmation of subscription is dependent on your acceptance of these terms and conditions. Terms apply to all purchasers, their heirs, assigns and successors in title.

By signing these terms, you agree to be bound by same.

THE TERMS ARE AS FOLLOWS:

1. The Land is free from government acquisition, adverse claim or any form of encumbrance.
2. Upon subscription, you are required to fill in your personal contact details (phone number and email) on your subscription form to enable us give necessary information with respect to your property as against going through your representative.
3. The Company will not be liable for information not received by you as a result of breach of clause 2 above
4. The only party recognized by the Company in receiving instructions and execution of documents as regards the property is the Purchaser and in the event where the Client intends to delegate that responsibility to a third party, a written instruction either in a letter form or an official email has to be sent to the Company's official email address before such third party can be recognized.
5. The transaction process flow are as follows:
 - Client inspects the Land or appoints a representative to attend on his behalf.
 - Client fills the subscription form and signs
 - Execution of the terms and conditions for subscription
 - Payment for Land
 - Collect Contract of Sale
 - The Client signs the Contract of Sale and returns a copy to the office
 - Payment for Survey and Documentation.
 - Physical Allocation of plot(s) and issuance of allocation letter.
 - Collect Deed
 - Collect Survey
6. The Payment structure for (500sqm) are as follows:
 - Outright Payment (0-3 months) – N8,500,000
 - 4-6 months plan - N9,500,000
 - Corner plot and commercial plot attract 40% surcharge
7. The Payment structure for (300sqm) are as follows:
 - Outright Payment (0-3 months) – N5,700,000
 - 4 - 6 Months – N6,700,000
 - Corner plot 40% surcharge

8. Where there is a default, the Company shall elect as applicable either of the following:
 - (a) A default in your payment plan will attract monthly 5% interest fee on the outstanding amount.
 - (b) Where default continues for a period of 3 months, the company shall be entitled to revoke the sale and refund monies paid by you less 30% being administrative charges.
9. Where you cannot complete your payment: A refund may be made on the following conditions:
 - Early notification to the Company of Purchaser's inability to complete payment. Refund will be made less 30% administrative charges.
 - The Company will be allowed a 4-month period to process the refund.
 - In all circumstances where payment has been made to the company, refund can only be done within Four (4) Months with 30% less administrative charge.
10. You are required to make these additional payments:
 - Development Fee to be communicated later.
11. The facilities to be provided by the Company subject to the payment of development fee includes the following:
 - Perimeter fence
 - Security house
 - Paved Roads
 - Recreational Center
 - Drainage
 - Street Lights
12. Development fee will be payable by subscribers in future. Should there be a change in the amount payable in line with clause 10 above, adequate communication shall be made to Purchasers on the new cost and the time which the amount shall be due.
13. The company envisages a period of 3-4 years period for development of infrastructure within the Estate, subject to the prompt payment of development fee by Subscribers.
14. The Company shall not bear any other infrastructure development save for the infrastructures listed herein.
15. The Company shall reserve your subscribed plot(s) upon receipt of your deposit provided that allocation letter shall only be issued upon full payment for the subscribed plots.
16. Please note that PAYMENT FOR SURVEY AND DEED IN LINE WITH CLAUSE 11 ABOVE IS A CONDITION PRECEDENT FOR PHYSICAL ALLOCATION while PAYMENT FOR DEVELOPMENT FEE IN LINE WITH CLAUSE 12 ABOVE IS A CONDITION PRECEDENT FOR CONSTRUCTION.
17. Demarcation of individual plot shall be done within ninety (90) days after physical allocation of plots. You are at liberty to engage the company for the demarcation. Where you elect to do the demarcation, notice must be given to the company to enable the company supervise the demarcation.

18. Is there any restriction as to the type of Building I can erect on the land?

You are expected to build residential houses within the area so designated for such and commercial houses in area designed as commercial. Shops in residential houses are however not allowed and building of tenement house type (otherwise known as face me and face you) are not permitted in the estate.

19. You can sell your plot provided that you have completed payment for the land. However, **EYSTONE DEVELOPMENT AND INVESTMENT LIMITED** must be put on notice. We would require you to comply with the transfer of ownership guideline of the company.

20. Your plot of land can be sold by yourself or through the Company.

The process of resale is as follows;

- You are required to send an email notifying the company of your intention to sell, detailing whether you elect to sell directly or through the Company. Emails for this purpose should be sent to hi@eystone.ng
- For selling directly;
 - All financial obligations to the company (payment for land and statutory charges) must have been completed. The new owner shall be required to make payment for documentation (Deed and Survey) to reflect the new ownership provided that the has not perfected/registered his title at the Lagos state ministry of lands, Alausa, Ikeja, Lagos state. Where the seller has perfected/registered his title accordingly, the new owner is at liberty to engage his attorney to prepare a Deed on his behalf. Survey plans shall be prepared by the company at all times at the expense of the new owner.
 - Where there are outstanding payments to be made, and there is no arrangement to settle same, the company will as of necessity effect the sale on your behalf, deduct all outstanding fees and 15% agency fee of the current market value of the land and an administrative charge which is 5% of the appreciation value (that is the difference between purchase price and current price) at the time of sale while the remaining proceed is paid to the Client. The new owner is obligated to pay for documentation (Deed and Survey) subsequently to reflect new ownership
- For engaging the services of the Company for resale;
 - The Company is obligated to source for a suitable buyer. The land is offered to the buyer at the current market or best offer value.
 - Upon eventual sale, the Company will pay to the Client (as seller) the purchase price of the land at its current market value less 15% agency fee of the current market value of the land and an administrative charge which is 5% of the appreciation value (that is the difference between purchase price and current price) at the time of sale while the remaining proceed is paid to the client. (As seller) while the new owner pays for his documentation (deed and survey).

where the plot to be sold is undeveloped and has not been maintained by the seller, and the Company has proceeded to keep the plot maintained and secured on behalf of the seller, the Company shall be entitled to an additional 15% interest of the appreciation value (that is the difference between purchase price and current price) at the time of sale, as envisaged in the Estate Guidelines.

- Upon resale, the Client (as Seller) must deliver all original copies of documents issued to him/her to the new owner and/or the Company.
- Where the property is developed i.e. there is an existing building on the land, the Company is only entitled to a transactional fee of 1.5% on the sale price of the developed property.

21. All cash payments should be made to **EYSTONE DEVELOPMENT AND INVESTMENT LIMITED** at its designated banks. Otherwise, cheque(s) should be issued in favor of EYSTONE DEVELOPMENT AND INVESTMENT LIMITED. We shall not accept any responsibility for any liability that may arise, as result of deviation from the above condition. 25. Upon the running of the estate, you will be expected to pay an annual service charge to be fixed at a later date.

KEYSTONE ACCOUNT: 1011192669, PROVIDUS ACCOUNT: 5400942976

22. Upon the running of the estate, you will be expected to pay an annual service charge to be fixed at a later date.
23. The Purchaser shall bear the cost of perfection of his title at the Lagos State Lands Registry, Alausa.
24. The real estate industry is a dynamic one, hence change is inevitable. However, **Eystone Development And Investment Limited** will try to maintain the stability of variables within its control while any change, amendment or modification shall be communicated to subscribers. Such communication shall be via letters, electronic mails, fax, short message service (SMS), handbill, posters, and any other means of communication. Correspondence Shall be deemed to have been received by the Client having been sent to the subscribers' last given address.
25. While the Vendor shall be obligated to sand fill the common infrastructures within the estate, the Purchasers shall bear the cost of sand filling their plots.

I HEREBY AFFIRM THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS, CONDITIONS AND INFORMATION CONTAINED HERewith ALONGSIDE THE ATTACHED APPLICATION FORM. I AGREE THAT THE ABOVE TERMS ARE TO BE READ CONJUNCTIVELY WITH OTHER CONTRACTS WHICH I MAY EXECUTE WITH THE COMPANY.

I COVENANT TO BE BOUND BY THE SAID TERMS AND CONDITIONS.

Please Note:

After the initial payment, the remaining balance is meant to be paid monthly. Non payment of the monthly instalment as at when due will be termed as a fundamental breach of the agreement which can attract a charge of five percent (5%) monthly after two (2) consecutive defaults of the monthly installment and the possible relocation to another location within a five-mile radius of the estate with identical specifications.

Subscriber's Name:

Signature:

Date: