



**AFFIX TWO (2)  
RECENT  
PASSPORT  
PHOTOGRAPHS**

[illegible]

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\*Number of plots:

\*PAYMENT PLANS: Outright ☐ 3 months ☐ 6 months

\*Purpose of Purchase: To Build ☐ To Resale later ☐

\*Land Use: Hostel ☐ Clinic ☐ Mall ☐ Hotel ☐ Commercial Residence ☐ Private Residence ☐  
School

Others

Specify

\*Regular plot: number of plots  Corner piece: Number of plots  Plot Size: 460sqm ☐ 360sqm

\*Selling Price: ₦  \*Purchase Price: ₦  \*Initial Payment: ₦

I.....hereby affirm that all information on provided as a requirement for the purchase of property in

Canaan City Estate Ituku Ozalla, Enugu is true and any false or inaccurate information on given by me may result in the decline of my application.

\*Signature \_\_\_\_\_

\*Date

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REFERRED BY:  Date

REFERRER'S ID:

REFERRER'S  PHONE: SIGNATURE \_\_\_\_\_

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## INSTRUCTION

Please you are advised to read through the Terms and Conditions carefully before subscribing into our estate scheme to understand and accept by appending your signature and before making any payment.

Your confirmation of subscription by the Company is subject to your acceptance and willing to comply with our terms and condition. The terms and conditions apply to all Clients and successors in title of every plot owner in the said estate.

By signing these terms and conditions, means you have agreed to abide by the terms and condition. If you disagree with any part of the terms and conditions, you are advised against subscribing into our estate scheme.

## TERMS AND CONDITIONS

1. VATICAN GARDENS PROJECTS (Vendor) is a registered company incorporated Under CAC and other relevant association in Nigeria to carry out real estate brokerage, development and management ventures.
2. VATICAN GARDENS PROJECTS (Vendor) are the owners/ developers of Real Estate projects CANAAN CITY ESTATE ITUKU-OZALLA, ENUGU STATE
3. CANAAN CITY ESTATE ITUKU-OZALLA, ENUGU situates besides UNTH ENUGU, City of David Estate NNPC Fuel station and Federal Road safety office Enugu. Comprising of a large expanse of land, measuring over 6 acres of land and a proposed for site and services estate with infrastructures and other amenities.

Buy and Build service plots in Canaan city Estate ituku-ozalla, Enugu are available for sale to the general public at a moderate rate with outright and flexible instalment payment plans. Corner piece plots attract additional 10% charges of the selling prices

4. The Estate is subdivided into different blocks, measuring 460sqm size per plot offering at different price for outright payment and instalment plans therefore upon filling your subscription form, you must indicate the period of payment plan you want.
5. Corner piece plots attract additional 10% charges of the selling prices
6. Instalment payment price is according to your preferred payment plan and every payment plan structure has a fixed initial deposit, but you can pay more if you wish.
7. Plot physical allocation to the subscriber will only take place after full payment for the plot(s) and full payment for documentation which includes Survey fee per plot, Agreement fee per plot and Allocation fee per plot
8. The subscriber upon making initial deposit will be given a Contract of Sales agreement, acknowledgement letter and payment invoice.
9. The subscriber will receive a payment invoice for every payment made into the bank accounts provided by Vatican Garden Project.
10. The current selling price per plot in CANAAN CITY ESTATE ITUKU-OZALLA, ENUGU is on the sales flier and the selling price is subject to review upwards as the property appreciates.
11. If you subscribe on installment payment plan, after your initial payment, you are expected to keep to the monthly payment plan and pay up within the stipulated time you selected. Non-payment of the total as at when due will be regarded as fundamental breach of agreement and will attract default charges

#### **ANY OTHER PAYMENTS?**

There is no other payment required. The selling price is inclusive and covers every other payments  
Such as

- A. Survey fee
- B. Agreement fee
- C. Plot Allocation fee
- D. Development Levy

Infrastructural development fee contributes to the provision of the following infrastructures

- Drainage Systems
- Electricity/Electric Poles
- Security Cams
- Sola Street Lamp and Poles
- Access Roads
- Estate Road network.
- Perimeter Fencing and gate house.

## **BREACHING THE INSTALMENT PAYMENT PLAN**

12. If you subscribe on instalment payment plan, after your initial payment, you are expected to pay the balance on monthly basis within the stipulated time you selected on the form. Non-payment of the total as at when due will be regarded as fundamental breach of agreement and be treated as follows.
- a. This breach attracts an additional five percent (5%) of the monthly instalment amount as fundamental breach of agreement and be treated as follows.
  - b. Failure to keep to your monthly payment plan for 2 or more consecutive months, the company reserve the right to revoke the sales and refund the subscriber amount paid with less 30% administrative fees.
  - c. If for any reason you notice that you cannot complete your payment, you can write to the company and request for a refund of your inability to continue with the payment . Every refund will be made less 30% administrative charges.  
 . The refund will be made only after when the plot is resold.

## **13. ESTATE FEATURES**

- Parameter fencing
- Gate House
- 24 Hours Street Light
- Drainage system
- CCTV Cameras
- Good Road Network

14. **PHYSICAL ALLOCATION OF PLOT:** Your plot(s) will be physically allocated only when full payment for the plot of land has been made

15. **INDIVIDUAL PLOT FENCING:** You are expected to fence your plot(s) within 2 months from the date your plot is physically allocated. You must give a 1.5 feet set back in front to give room for your flower shoot.

16. **CONSTRUCTION:** You can start your building construction only after your full payment is made and you are physically allocated. Your building plan approval obtained and being confirmed by Vatican Gardens Projects Company.

17. **LAND USE:** The Estate is designed for mix development with block by block layout sessions and specified land use for each block. Your plot(s) will be allocated according to the land use you chose on the subscription form. In the estate, you are permitted to build your own choice of building design but limited to the specified land use you applied for. Building designs must conform to the required set back according to the building control law of the estate and all building designs must be submitted to the company for observation, inspections and confirmation before you proceed for building approval or construction.

18. **INDIVIDUAL PLOT FENCE PARTERN:** The individual plot(s) fencing pattern will be uniformed as the plan provided by the company and must be a see through fence for security reasons.
19. **INDIVIDUAL HOUSE ROOFING POLICY:** The Estate layout is in block sections with different roofing colors allocated to each block respectively.  
You are not permitted to use a roofing color different from the specified color allocated to the block you belong to otherwise the company reserve the right to stop the roofing process. You are expected to visit our office to get the color sample for accuracy and compliance.
20. **RE-SELL:** The subscriber (vendor) must send a notification letter to our company VATICAN GARDENS PROJECTS indicating your interest to re-sale your plot(s).
21. You can re-sale your plot only after you have made your full payment for the land and you are physically allocated, otherwise you are only entitled to a refund of your purchase payment with less 30% administration fee
22. The vendor client will pay 3% percentage service charge to the company (when the plot is resold by the vendor client) and the purchaser will pay 5% of the value amount to the company which will cover the change of title documentation process
23. The vendor client will pay 10% commission to the company (if the plot is re-sold by the company) and the purchaser will pay 5% of the value amount and change of title fee to the company.
24. The vendor client will pay only the 3% percentage service charge to the company (if the plot is re-sold by the vendor client) and the purchaser will pay 5% of the value amount and the change of tile document fee to the company.
25. Upon re-sell, either direct sale or by the company the Client (as Vendor) must deliver all original copies of documents issued to him to the Company to enable the company effect the change of ownership for the new buyer.
26. **Re-selling your plot:** Re-selling your plot can be done either by direct selling (you) or by the Company on your behalf.
27. **VATICAN GARDENS PROJECTS:** reserve the right to be the first bidder and is ever ready to buy back your plot at the current price. Emails for this purpose should be sent to [admin@vaticanprojects.com](mailto:admin@vaticanprojects.com)  
Any notice which does not conform to the above prescribed mode of communication shall be regarded as null and void.
28. **IN THE CASE OF DEMISE:** In the case of sudden demise (Death) of the subscriber, only the next of Kin whose name appears on the subscription form, has the right of claim over the property except if there is a verified and certified written will that says otherwise.
29. If the subscriber is dead with outstanding payment and there is no possible means of completing the payments and as well as developing the plot, the company will refund the part payment to the next of Kin with a deduction of 30% administrative fee .and if the demised is on full payment and the next of kin cannot develop the plot(s) within 3years time-line, the plot will be re-sold and the money will be given to the next of kin Please note that the sales 10% sales commission and 3% service charge will apply.
30. **Amendment:** The real estate industry is a dynamic one, hence change is inevitable. However, Vatican Gardens Projects will try to maintain the stability of variables within its control. When there is any change, amendment or modifications in our policies, the current policy will overrule the previous respectively.

The changes shall be communicated to all subscribers and. Such communication can be via letters, emails, short messaging service (SMS), handbill, posters, and any other means of communication. Correspondence shall be deemed to have been received by the Client (Subscriber) having been sent to the subscribers' last given address.

32. **LAND BANKING:** Please be informed that land banking is not allowed in Canaan City Estate Ituku-Ozalla, Enugu State.

33. **INDIVIDUAL PLOTS DEVELOPMENT TIME LINE:** Individual plot development time line is maximums 3 years from your date of purchase. You must develop or re-sale your plot within the period of 3 year.

None compliance to this 3 years policy will lead to revocation of your plot(s) and a refund of your amount paid. For as long as you have commenced development, you are free from the outstanding order to re-sale.

34. We strongly advise you against doing cash transaction with any of our realtors or staff, Vatican Gardens Projects shall not accept any responsibility for any liability that may arise, as result of deviation from the above instruction.

35. **WITHDRAW/TERMINATION:** Should the purchaser wish to withdrawal from this contract or terminate the transaction at any point in time for any reason, he/she shall communicate same in writing to the company and refund will be processed under the following conditions:

The refund will be made only when the plot is resold and the refund with a deduction of 30% administrative charges.

36. **SUBSCRIPTION FORM SUBMISSION:** Kindly note that your filled subscription form should be submitted with an attached passport photograph to any of our offices or scanned to our email address info@vaticangardenprojects.com.

37. **NOTICE:** Any notice required to be given hereunder shall be in writing and may be hand delivery, sent by courier service, email or be considered null and void.

**PAYMENTS MODE:** All payment transfer or cheque should be in favour of

**Account name:** VATICAN GARDENS PROJECTS

**Account number:** 1548984155

**Access Bank Plc** or any other account the company may provide at any time

**I HEREBY TESTIFY AND AGREE THAT I HAVE READ AND UNDERSTOOD ALL THE TERMS HERewith AND IS ACCEPTABLE AND CONSENTED TO BY ME AND TO BE BOUND BY SAME BY APENDING MY SIGNATURE BELOW.**

38. **Write your name, sign and put date on the column provided below.**

**Subscriber's name**

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**Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_