

INVESTMENT AGREEMENT
BETWEEN
27TH DEVELOPMENT LIMITED
(REAL ESTATE DEVELOPMENT COMPANY)

AND

ROSEMARY AMAH IGHOTU
(INVESTOR)

Prepared By:

FAREN SAMUEL MAREN ESQ.
DEBAYO DOHERTY & ASSOCIATE
34 OKESUNA STREET LAGOS ISLAND
LAGOS STATE
07031076593
FARENMAREN@GMAIL.COM
FAREN@DEBAYODOHERTYLAW.COM.NG

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

This Agreement made __ day of ____ 2024

BETWEEN

27TH DEVELOPMENT LIMITED, a duly registered private company with Registration **No. 6920644** with its registered address at 1A Prince Ibrahim Eletu Avenue, Osapa London, Lekki, Lagos State (hereinafter referred to as **“REAL ESTATE DEVELOPMENT COMPANY”** which expression shall where the context so admits, include his assigns and successors-in-title) of the first part.

AND

ROSEMARY AMAH IGHOTU of DLA Road, Ogharaeki Oghara, Delta State (hereinafter referred to as **“The Investor”** which expression shall where the context so admits, include his assigns, next of kin, successors-in-title and personal representative) of the second part.

WHEREAS:

- A.** REAL ESTATE DEVELOPMENT COMPANY offers real estate services, including but not limited to the investment of funds in Real Estate Projects and yielding adequate Return on Investment on the deposited sum.
- B.** The Investor desires to invest the deposited sum stated in this agreement in accordance with the terms and conditions stated in this Agreement.
- C.** REAL ESTATE DEVELOPMENT COMPANY and the Investor (hereinafter referred to as **“Parties”**) desire to be bound by the terms and conditions of this Agreement for the operations of the investment agreement.
- D.** This Agreement is for the duration of 6 (Six) months.
- E.** This Agreement would be executed through the use of electronic signature or physical signatures and such execution is valid and agreed upon by the parties.

NOW THEREFORE THIS AGREEMENT WITNESSES AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATIONS

1.1 DEFINITIONS

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

For the purpose of this Agreement, the following terms shall have the meaning indicated:

“Agreement”	means this Investment Agreement.
“Deposited sum/ Invested capital”	means the sum(s) deposited by the Investor (as stated in this Agreement
“Effective Date”	means the date of this Agreement first above written.
“Parties”	means “REAL ESTATE DEVELOPMENT COMPANY” and “The Investor”
“Investment”	Use of deposited sum for Investing in Real Estate Projects.
“Party” /The Investor”	means either “REAL ESTATE DEVELOPMENT COMPANY” or
“ROI”	means Return on Investment.

1.2 INTERPRETATION

Unless the context otherwise requires:

- a. Headings in this Agreement are for convenience and for reference purposes only and do not affect the interpretation of this Agreement;
- b. Words importing the singular include the plural and vice versa.

2.0 OBLIGATIONS OF THE REAL ESTATE DEVELOPMENT COMPANY.

- 2.1 REAL ESTATE DEVELOPMENT COMPANY undertakes to invest the deposited sum entrusted to it by the Investor in Real Estate projects and in accordance with the terms and conditions of this Agreement.
- 2.2 REAL ESTATE DEVELOPMENT COMPANY undertakes to maintain the funds entrusted to it separate from its own assets and away from the claims of its creditors.
- 2.3 REAL ESTATE DEVELOPMENT COMPANY shall give a Return of Investment of 10% on the deposited sum of **N 5,000.000.00 (Five Million Naira Only)** to the Investor.
- 2.4 The payout date for the Return on Investment is 6 (Six) Months after the execution of this agreement:
- 2.5 At the end of the stated duration, the total initial deposited sum of **N 5,000.000.00 (Five Million Naira Only)** would be paid to the investor inclusive of **10%** return on Investment.

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

2.6 REAL ESTATE DEVELOPMENT COMPANY hereby warrants that it is a duly formed and validly existing Limited Liability Company with adequate knowledge and expertise in real estate and in investing deposited funds in real estate projects and power to conduct the business of investment and perform its obligations hereunder.

3.0 OBLIGATIONS OF THE INVESTOR

3.1 The Investor shall provide the sum of **N 5,000.000.00 (Five Million Naira Only)** the deposited sum to be invested by REAL ESTATE DEVELOPMENT COMPANY for the purpose of the Investments specified in this Agreement as defined in “Investments” above,

3.2 Such amount shall be remitted to the Real Estate Development Company before the execution of this agreement.

3.3 The **Investor** irrevocably warrants that the funds invested in the Real Estate Development Company are legitimate funds with and of no criminal origin.

4.0 CURRENCY AND GENERAL REPAYMENT TERM.

4.1 All payments due to the Investor under this Agreement shall be made in Naira.

4.2 All payments of deposited sum to be made by the Investor to REAL ESTATE DEVELOPMENT COMPANY shall be made using bank transfer, or by any other method specified by REAL ESTATE DEVELOPMENT COMPANY.

4.3 Whenever payment is made by the Investor pursuant to this Agreement, payment shall be confirmed by REAL ESTATE DEVELOPMENT COMPANY to the Investor.

5.0 DURATION AND COMMENCEMENT

5.1 This Agreement shall commence on the execution of this agreement.

5.2 The terms of this agreement shall be binding on the parties for a period of 6 (Six) Months from the date payment is acknowledged by the Real Estate Development Company.

5.3 At the end of the above-mentioned duration, after a period of **6 (Six) Months**, the total initial deposited sum of **N 5,000.000.00 (Five Million Naira Only)** would be paid to the investor as well as the **10%** return on investment into your bank account details as provided.

Bank Name:

Account Name:

Account Number:

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

6.0 RELEVANCE OF THIS AGREEMENT.

- 6.1** No waiver or amendment to this Agreement shall be binding upon REAL ESTATE DEVELOPMENT COMPANY and the Investor unless it is in writing and duly executed by them.
- 6.2.1** No term shall survive at the expiry or termination of this Agreement unless expressly provided.

7.0 TERMINATION

- 7.1** Without prejudice to Clauses 7.2 and 7.3 below, this Agreement shall be determined at the end of the Investment Period;
- 7.2** Where the Investor desires to unilaterally terminate the Agreement before it is determined in accordance with Clause 7.1 above, the Investor shall forfeit the whole of the ROI and also pay a termination fee of Twenty Percent (20%) of the Capital invested (the "Penalty") to the Real Estate Development Company which shall be deducted from the Invested Capital of the Investor within which the Investor would be paid;
- 7.3** The Real Estate Development Company may unilaterally terminate this Agreement at any time by repaying the Investment Amount to the Investor together with any Interest which was already due before the termination.

8.0 DISPUTE RESOLUTION

8.1.1 AMICABLE RESOLUTION

- 8.1.2** The Parties shall seek to resolve amicably any dispute or claim arising out of or in connection with this Agreement
- 8.1.3** Any Party (the "Requesting Party") may by written notice request the other Party (the "Requested Party") to attend a meeting with the Requesting Party to discuss and seek a resolution to the Dispute.

If the Requested Party fails to attend the meeting within a reasonable period (not exceeding 14 days) after the request or if either of the Parties is not satisfied with the outcome of the meeting or then either Party may refer the Dispute to mediation in accordance with Clause 8.2.

- 8.1.4** If at any time in the opinion of both Parties, the Dispute requires resolution as a matter of urgency, then either of or both Parties may refer the Dispute to mediation in accordance with Clause 8.2.

8.2 MEDIATION

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

- 8.2.1** Where the Parties are unable to resolve the Dispute through amicable resolution, the Parties shall resort to mediation.
- 8.2.2** The mediation shall be conducted at the Lagos Multi-door Courthouse (“LMDC”) and under the LMDC Rules.
- 8.2.3** Where the Dispute is not resolved by mediation, then either or both of the Parties may refer the Dispute to litigation in accordance with Clause 8.3.

8.3 LITIGATION

Disputes that are not adequately resolved after use of Alternative Dispute Resolution shall be referred to a court of competent jurisdiction.

9.0 FORCE MAJEURE

Any failure or delay in the performance of an obligation under this Agreement shall not be a breach if such failure or delay is due to Force Majeure Events. Force Majeure Events are limited to acts of God, earthquakes, floods, hurricanes, fires or wars and pandemics beyond the reasonable control of the Party claiming a Force Majeure Event. Such Party claiming a Force Majeure Event shall inform the other Party within five (5) days of the occurrence of the Force Majeure Event and shall upon elimination of the Force Majeure Event, inform the other Party to that effect in the manner aforementioned.

10.0 MISCELLANEOUS PROVISIONS

10.1 WAIVER

10.1.1 No waiver by any Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:

- (a) shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character; or
- (b) shall be effective unless in writing duly executed by a duly authorized representative of such Party.

10.1.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to any of the other Parties shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

10.2 RELATIONSHIP OF THE PARTIES

This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability on any Party other than as contemplated herein. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any of the other Party, except as expressly provided herein.

10.3 GOVERNING LAW

This Agreement and the rights and obligations of the Parties hereunder shall be governed by and interpreted in accordance with the laws of the Federal Republic of Nigeria.

10.4 VARIATION

This Agreement may be modified only upon the mutual, written consent of the parties in a document which is executed in a similar manner as this Agreement.

10.5 SEVERABILITY

If at any time one or more provisions of this Agreement is adjudged to be illegal, invalid or unenforceable in any respect under the law, the legality, validity or enforceability of the remaining provisions of this Agreement shall not be in any way impaired or affected as a result thereof.

10.6 GOVERNMENT POLICY

In event of any Government policies, which may affect the smooth running of real estate business and business generally, not limited to, Pandemic Lockdown, Fiscal Policy, Tax Policy, a formal notice would be written to the Investor by the Real Estate Development Company stating such policy and the inability to Pay any Return on Investment (ROI) for the Month(s) stated therein.

10.7 DEDUCTION OF WITHHOLDING TAX ON INTEREST

Parties hereby agree that the Return on Investment shall be subject to a deduction of 10% Withholding Tax to be paid on behalf of the investor to the Federal Government of Nigeria. The Investor shall be required to provide his Tax Identification number to the company.

INVESTMENT AGREEMENT 27TH DEVELOPMENT LIMITED

10.8 INVESTMENT PROTECTION GUARANTEE

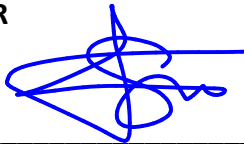
The Company guarantees the protection of investors' capital and interest in the unlikely event of cash flow constraints. Investors' investments will be recouped in the form of tangible Hard Real Estate assets (i.e., landed properties), ensuring a secure safety net and protecting the value of their investments.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed and delivered by its duly authorized officers and or representatives on the day and year first above written.

SIGNED, SEALED AND DELIVERED by the within named" REAL ESTATE DEVELOPMENT COMPANY"

27TH DEVELOPMENT LIMITED

DIRECTOR



SAMUEL E. WILLIAMS

SIGNED, SEALED AND DELIVERED by the within named" INVESTOR"

ROSEMARY AMAH IGHOTU