



APPLICATION
FORM

THE PLATINUM
APARTMENTS

A DEVELOPMENT BY **PWAN STARS**

Please complete this application form in BLOCK LETTERS

1. Personal Details

Title	Lead Buyer First Name OR Company Name:		
Middlename:	Surname:	Date of Birth (dd/mm/yyyy):	
Residential/Company Address:			
Correspondence Address (If different from above):			
Email Address:	Mobile Number	Other Numbers:	
Nationality:	Marital Status:	Single <input type="checkbox"/>	Married <input type="checkbox"/>

2. Secondary Buyer Details

Name (Or Primary Contact if buying in Company Name):	
Telephone Number:	Email Address:

3. Employer Details

Name of Employer:	
Address:	
Telephone Number:	

4. Next of Kin

1st Name:	
Address:	
Telephone Number:	
2nd Name:	
Address:	
Telephone Number:	
Name as it should appear in Title Deed :	

5. Type of Apartment

<input type="checkbox"/> 2 Bedroom Apartment	<input type="checkbox"/> 3 Bedroom Apartment
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6. Stage of Delivery

<input type="checkbox"/> Fully Finished	<input type="checkbox"/> Semi Finished
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7. Mode of Payment

<input type="checkbox"/> Outright	<input type="checkbox"/> 0 - 3 months	<input type="checkbox"/> 4 - 6 months	<input type="checkbox"/> 7 - 12 months	<input type="checkbox"/> Mortgage
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8. Applicant's Signature

The applicant hereby acknowledges that he/she has read and understood the terms and conditions of purchase and received a copy thereof.

Signature: _____ Date:

10. Agent/Relationship Manager

Name: _____

Email: _____ Signature: _____

Phone: _____ Date:



TERMS AND CONDITIONS

PREAMBLE

- 1.0. PWAN STARS Estates and Concerns Ltd (“The Company”) is the developer of the property as follows;
 - a. 2-bedroom and 3-bedroom Apartments. Units shall be offered at Semi-Finished and Fully Finished Levels.
 - b. Location of the property is within The Pinnacle Estate 2, off Monastery Road, Sangotedo, Lagos State.
- 2.0. The Company is committed to ensuring that appropriate mechanisms are put into place to ensure that the high standards of maintenance and use of the Master Community are preserved for the mutual benefit of all current and future owners, Therefore, as owner of the Common Use Facilities, the Company hereby agrees to undertake the obligations for the overall benefit, orderly development, management and preservation of the Master Community and its constituent parts.

3.0. PAYMENT

- a. Unless agreed otherwise between Company and Subscriber in writing, the purchase price of the property shall be as follows:

Semi-Finished Levels

- i. 2 bedroom Apartment – N30 million
- ii. 3 bedroom Apartment – N35 million

Fully Finished Levels

- i. 2 bedroom Apartment – N37 million
- ii. 3 bedroom Apartment – N42 million

Interest rates applicable on payment plans are as follows:

- i. 0 to 3 months – 0%
- ii. 4 to 6 months – 5%
- iii. 7 to 12 months – 10%

Semi- Finished Units will include complete external works, partial mechanical and electrical installations and external doors and full access to common facilities.

Fully finished Units will include complete tiling works, wall screeding and POP finishes, painting (interior and exterior), full electrical and mechanical installations, sanitary fittings, kitchen fittings and full access to common facilities.

- b. The service charge payable each year is the collective funds of the respective subscriber/occupants, managed on their behalf by the Company, for the purpose of catering for some of the running expenses of the estate and may therefore vary from year to year. No deposit for service charge is required at the commencement of the transaction. Service Charge bill will be advised later and shall become payable once the Subscriber takes possession of the unit.
- c. The sum of N500,000.00 (Five Hundred Thousand Naira) shall be paid as Legal Fees and the sum of N4,500,000.00 (Four Million Five Hundred Thousand Naira) to be paid as Infrastructure Levy.
 - i. The Infrastructure Levy shall be paid within 3 months of the purchase or commencement of purchase of the property. Notwithstanding, the Company reserves the right to review this levy based on prevailing market conditions and without recourse to the subscriber.
 - ii. The Infrastructure Levy will cover basic amenities such as gate house construction, landscaping, perimeter fencing, electrification, street lighting, drainage and road construction. Any further amenities to be developed in the estate beyond what has been stated above, will be agreed upon by the estate home owners and appropriate levies charged.

Signature: _____

Date: _____



TERMS AND CONDITIONS

- d. All payments shall be made to the designated Company's account. Except otherwise agreed in writing, Subscribers on installment plans are required to make equal installment payments every month for the duration of the selected subscription period as per 3a above. In the event of a default this payment plan, the Company shall at its sole discretion and without recourse to the Subscriber, elect to either apply an interest of 20% on the outstanding amount for the relevant month(s), reclassify the subscription to a new payment plan based on new terms, offer the property at the prevailing market price, or rescind the Offer without any liability to the Company. In the instance of a rescindment, the Subscriber shall be entitled to a refund of any deposits paid to PWAN STARS, less a 20% administrative charge. Furthermore, the Company shall not be liable to refund the existing Subscriber until the Company has received funds corresponding in value to the amount to be refunded from a third-party purchaser of the unit. For avoidance of doubt, the Company shall not be obliged to procure a third party to acquire the Subscriber's interest in the unit.
- e. All payments are to be made to the Company before handing over of the property.
- f. The Company can vary the price of any unsold units at its sole discretion and same will not be applicable to this transaction.

4.0. DOCUMENTATION

Documentation for a sale shall comprise the following:

- i. Official Receipt for every payment received by the Company
- ii. Contract of Sale Agreement upon payment of the initial deposit
- iii. Deed of Estate Covenants
- iv. Facility Management Agreement
- v. Deed of Assignment
- vi. Survey Plan
- vii. Allocation Letter

5.0. TRANSFER OF INTEREST

Assignment of purchased property to third parties requires the consent and approval of the Company for proper execution and transfer of title documents.

6.0. LIMITATION OF LIABILITY

- i. The Company shall not be liable for any error of judgment or for any mistake of fact or law or for anything which may do or refrain from doing hereunder except to the extent of the Company's own willful misconduct, gross negligence or breach of or default under the contract for purchase and the subscriber agree to indemnify and save the Company from and against all claims, damages and cost incurred in connection with its duties hereunder, except to the Company's own willful misconduct, gross negligence or breach of or default under this Terms.
- ii. The Company shall not be liable for any representation, undertaken, promise or assurance by any third party. The Company's liability shall be limited to the representation expressly stated in this Offer Letter, agreement or any document executed by the Company, staff or its principal members.

7.0. TERMINATION/REFUND

Where the Subscriber terminates the Purchase before completion, the Company shall refund the payment made by the Subscriber less 20% of the Purchase price (Administrative fees). The Company shall not be liable to refund the existing Subscriber until the Company has received funds correspond nig in value to the amount to be refunded from a third-party purchaser of the unit. For avoidance of doubt, the Company shall not be obliged to procure a third party to acquire the Subscriber's interest in the unit.

8.0. PERFECTION OF TITLE

Registration, lodgment and perfection of all title documents shall be at the cost of the subscriber. The Subscriber is financially responsible for registering their Deeds of Assignment or Sub-lease/and obtaining registered copies of their Survey Plan. The cost of Deed and/or Survey Plan registration is based on statutory rates that are fixed from time to time by the Lagos State Government.

Signature: _____

Date: _____



TERMS AND CONDITIONS

9.0. NOTICES

All notices and communications to be given under these Terms and Conditions shall be in writing and shall be deemed delivered upon hand delivery, confirmed facsimile communication or e-mail addressed to the parties at their addresses set forth on the Offer, Confirmations and/or Agreement.

10.0. MODIFICATIONS AND CHANGES

The Company reserves the right to make any amendments or modifications to these Terms and Conditions at any time without notice.

11.0. ALLOCATION

Allocation shall be done at a date to be advised by the Company and upon confirmation that the Subscriber has completed full payment for the unit(s) subscribed to. Land measurements may vary in size and final measurement of the unit(s) subscribed to will be confirmed upon allocation.

12.0. MARKETING MATERIALS

The designs and renditions in all marketing materials are only meant for promotional purposes and have no legal value. The plans, specifications, images and other details are only indicative and subject to the approval of the concerned authorities.

13.0. DEFINITIONS

In this Agreement the terms defined hereunder shall have the following meaning:

'Company' PWAN Stars Estates & Concerns Limited.

'Subscriber' Purchaser of the subject property.

'Agreement' any agreement resulting from an Offer or Confirmation, and any agreement incorporating these Terms and Conditions by reference;

14.0. The Subscriber should sign at the bottom of all pages. By signing this Offer Letter, the Subscriber(s) affirm that they know the location of the project and is (are) satisfied with same. The Subscriber(s) also affirm that he/she/they have understood the scheme of investment/development and are aware of the tadiles of the project.

Upon acceptance of this offer which will require the filling of our Subscription Form and signing an acceptance below, kindly let us have your payment in the form of direct transfer, bank draft(s), and/or Standing Order (in case of installment payment) drawn in the favour of PWAN STARS ESTATES AND CONCERNS LTD (Zenith Bank PLC – 1217056220).

Yours Faithfully,

For: PWAN Stars Estates and Concerns Ltd



AUTHORISED SIGNATORY



AUTHORISED SIGNATORY

ACCEPTANCE:

I/We,..... accept this offer on the terms and conditions stated above and willingly subscribe to your project

Signature: _____

Date: _____

