



LUSH GREEN HOMES LTD.

SUBSCRIPTION FORM



23A TOYIN STREET, IKEJA LAGOS STATE.



Subscription Form

NOTE: INSTANT PLOT RESERVATION AND ALLOCATION FOR SUBSCRIBERS

TYPES OF PLOTS RESIDENTIAL COMMERCIAL (ATTRACTS 10%) CORNER PIECE (ATTRACTS 10%)

PAYMENT: INSTANT (ONE TIME PAYMENT) OUTRIGHT (PAYMENT WITHIN 3MONTHS) INSTALMENT (PAYMENT WITHIN 12 MONTHS)

NUMBER OF PLOTS: PLOT SIZE: 464SQM 500SQM 600SQM

Kindly fill the form with correct details and well spelt names as any subsequent corrections on issued documents occasioned by any mistake in filling this form will attract correction fees.

AFFIX
A PASSPORT
PHOTOGRAPH

SECTION 1: SUBSCRIBERS DETAILS

TITLE: Mr/Mrs/Ms/Miss/Dr/Prof/Chief/Others _____

NAME:

DATE OF BIRTH: GENDER* MALE FEMALE

ADDRESS
(RESIDENTIAL ADDRESS IN CASE OF INDIVIDUAL AND REGISTERED BUSINESS ADDRESS IN CASE OF CORPORATE ORGANIZATIONS)

ROAD/STREET

TOWN/CITY/DISTRICT/STATE*

OCCUPATION*

ORGANIZATION NAME*

EMAIL ADDRESS*

MARITAL STATUS* NATIONALITY*

MEANS OF IDENTIFICATION * POSTAL CODE*

MOBILE NUMBER*

SECTION 2: IDENTITY PROOF OF NEXT OF KIN

IDENTITY PROOF*

IDENTITY PROOF NAME

PHONE NUMBER

ADDRESS PROOF*

ADDRESS

EMAIL ADDRESS

FOR REFERRAL DETAILS

NAME*

DATE

PHONE NO

EMAIL

USERNAME / ID CARD

PURCHASERS POLICY FOR LUSH GREEN (LG) HOMES LTD.

INTRODUCTION

LUSH GREEN (LG) HOMES LTD is a Real Estate Sales and Development, Property marketing, information & Property Search Company, duly incorporated (RC-9369149) under the laws of the Federal Republic of Nigeria. Lush Green Homes Ltd are the owners of the **Love Gardens, Ugomma Courts, Obieze, Greenland, Cloud9, Aku Obioma, and Olaedo series** of Estates.

HEAD OFFICE: 23A Toyin Street, Beside Polaris Bank Ikeja, Lagos State.

VISION: To touch lives and especially those of the everyday Nigerians and Africans.

MISSION: To bridge the gap of Housing and Infrastructure deficits in Nigeria and Africa with ease and less financial stress.

LG HOMES ESTATES IN A GLANCE.

- 1. LOVE GARDENS FESTAC TOWN:** An undeveloped parcel of land located at 6th Avenue, FESTAC Town, Amuwo Odofin LGA, Lagos State.
- 2. LOVE GARDENS OTA:** An undeveloped parcel of land located at Alagbada town Gateway Rd by Owede Roundabout, Ado Odo LGA, Ogun State.
- 3. UGOMMA COURTS 1 AWKA:** A undeveloped parcel of land at Enugwu-Agidi by NTA Awka, Anambra State.
- 4. UGOMMA COURTS 2 AWKA:** An undeveloped parcel of land beside Dunukofia LGA Office, and beside Awka International Building Material Market.
- 5. UGOMMA COURTS 3 AWKA:** An undeveloped parcel of land at Mgbakwu, behind UniZik Awka in a fast-developing area in Anambra State.
- 6. PRETTY COURTS 1 ENUGU:** An undeveloped parcel of land located at Ibagwa, along Enugu-Nsukka Express Rd, opposite Enugu State Housing Corporation, Enugu State.
- 7. PRETTY COURTS 2 ENUGU:** An undeveloped parcel of land located at Ogbeke, 1 min drive off Enugu-Nsukka Express Rd, Enugu State.
- 8. CLOUD9 ENUGU:** An undeveloped parcel of land sharing boundaries with OSISATECH, many Smart Schools and Smart Hospitals in a fast-developing town of Owo. 10min drive from Enugu Airport. Neighbors to the home of Gov. Peter Mba, an area with much expectations for quick development.
- 9. GREENLAND 1 ASABA:** An undeveloped parcel of land behind Admiralty University and Chinese Construction Company, Ibuzo, Delta State.
- 10. GREENLAND 2 ASABA:** An undeveloped parcel of land behind Admiralty and Chinese Construction Company, Ibuzo, Delta State.
- 11. GREENLAND 3 ASABA:** An undeveloped parcel of land behind Admiralty and Chinese Construction Company, Ibuzo, Delta State.
- 12. AKU OBIOMA 1, OWERRI:** An undeveloped parcel of land in a fast-developing Airport Road Owerri Environment in Imo State. Has boundaries with Nigeria Airforce for reinforced Security.
- 13. AKU OBIOMA 2 NGO OKPALA:** An undeveloped parcel of land at Umuneke, in Ngor Okpala LGA, 5min drive to Zion Ministries by Evang. Ebuka Obi. Has many Trade Unions already taking possessions in the estate.
- 14. OLAEDO 1 OGBAKU:** An undeveloped parcel of land in a very fast developing environment in Ogbaku, Imo State.
- 15. OLAEDO 2 UMUAGWO:** An undeveloped parcel of land at Umuagwo, a very fast developing environment around Imo State University of Agriculture, Imo State.

SIMPLE

SUBSCRIPTION

TABLE

S/N	ESTATE	TITLE	SIZE (SQM)	OUTRIGHT PAYMENT (N)	INSTALMENT PAYMENT (N)	DEVELOPMENT LEVY (N)
1	L. GARDENS FESTAC	DEED & SURVEY	500	41,00,000.00	48,9000,000.00	
2.	L. GARDENS CITY OTA	DEED & SURVEY	600	3,600,000.00	4,600,000.00	
3.	UGOMMA1 AWKA	REG. DEED & SURVEY	464	7,600,000.00	8,600,000.00	
4.	UGOMMA2 AWKA	REG. DEED & SURVEY	464	20,600,000.00	25,600,000.00	
5.	UGOMMA3 AWKA	DEED & SURVEY	464	5,600,000.00	6,600,000.00	
6.	P. COURTS 1 ENUGU	REG. DEED & SURVEY	464	15,600,000.00	18,600,000.00	
7.	P. COURTS 2 ENUGU	DEED & SURVEY	464	5,600,000.00	6,600,000.00	
8.	CLOUD9 ENUGU	DEED & SURVEY	464	7,600,000.00	8,600,000.00	
9.	GREENLAND 1 ASABA	DEED & SURVEY	464	10,600,000.00	12,600,000.00	
10.	GREENLAND 2 ASABA	DEED & SURVEY	464	5,600,000.00	6,600,000.00	
11.	GREENLAND 3 ASABA	DEED & SURVEY	464	5,600,000.00	6,600,000.00	
12.	A. OBIOMA 1 OWERRI	REG. DEED & SURVEY	464	10,600,000.00	12,600,000.00	
13.	A. OBIOMA 2 OKPALA	REG. DEED & SURVEY	464	4,600,000.00	5,600,000.00	
14.	OLAEDO 1 OGBAKU	DEED & SURVEY	464	10,600,000.00	11,600,000.00	
15.	OLAEDO 2 UMUAGWO	DEED & SURVEY	464	7,600,000.00	8,600,000.00	

2. PROPERTY INSPECTION

Subscriber(s) and or her/his/their representative(s) is/are strongly advised to inspect the site, on an appointment made with the Representative(s) of **LUSH GREEN (LG) HOMES LTD.** Free inspections hold Mondays to Saturdays. Take off time is 10am. Take off point is at LUSH GREEN (LG) HOMES LTD'S designated office(s).

NB: The Company shall not be held liable for claims/issues arising from client's inability/failure to inspect the property before purchase, and it is deemed that the property was duly inspected by subscriber(s) and/or her/his/their representative(s) upon payment and signing of this form.

3. ESTATE LANDMARKS: Kindly refer to our **Estate at a glance**, above or to the respective estate flier.

4. PROPERTY TITLE: Kindly refer to the **Simple Subscription Table** above. Please note; **All our estates are free from every known form of government acquisition or interest and adverse claims.** The company has the long-term responsibility to ensure/facilitate further perfection of the estate's title subject to subscribers' payment of title perfection fees.

5. ESTATES COORDINATES: Kindly refer to estate's flier.

6. PLOT SIZE(S): Kindly refer to the **Simple Subscription Table**

above. Below are various plots with features that attract additional charges;

(a) Corner-piece plot: attracts additional 10% of land cost.

(b) Commercial Plot: attracts additional 10% of land cost.

(c) Special (choice) plots: these are plots fully landscaped and fenced at prime areas in the Estate. There are 2 categories of the special plots;

- I. Standard Special plots: These are the regular plastered dwarf fenced plot with proline and it cost an additional ₦3,500,000 (Three Million Five Hundred Thousand Naira Only) to the price of the plot.
- II. Premium Special plots: these are plastered dwarf fenced with bricks and proline and it cost an additional N5,500,000 (Five million Five Hundred Thousand Naira only) to the price of the plot.
- III. Special plots are only available on one-off payment. Samples of the various special plots will be seen on site to aid the informed decisions of interested clients.

7. SOME VERY IMPORTANT TRANSACTION TERMS & CONDITIONS

(a) 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.

(b) STRUCTURED PAYMENTS: Instant (One Time), Outright (3 Months) or Instalments (12 Months).

Non-compliance to **STRUCTURED PAYMENTS** as at and when due shall be treated as a fundamental breach of contract which may result to the following;

- I. Attract default charge of 5% of the monthly outstanding payment at the expiration of structured period. All default charges and subscriptions terminate after 3 months of defaults on all structured payments. Plots prices are consequently only considered at the current prevailing price.
- II. The company reserves the right to review number of plots purchased or move subscribers to other schemes or phases of estates in the event of payment default.
- III. Termination or revocation of the contract and the clause on refund would apply.

N/B: In the event that there are no available plot(s) when the subscriber fails to meet the contract term, the subscriber's payment can be transferred to a new phase/estate.

8. OTHER PAYMENTS (Subject to review within 12 months)

- I. Deed of Assignment. (II.) Survey Plan. (III.) Plot Demarcation.

9. INFRASTRUCTURE/DEVELOPMENT FEES.

- I. Cover clearing, perimeter fencing, gatehouse, security house, basic internal road network, landscaping, street lights, CCTV, Underground Drainage, Transformer/Electricity, Alternative Power Supply, Plot by Plot Water Connection, Parking lot, Estate Management Office etc. N/B: 50% of Infrastructure Fees is payable before physical allocation and the balance payable within 12 months of allocation. Default in payment of Infrastructure Fees will lead to an upward review in accordance with inflation rate (determined by the prevailing economic rate).
- II. Plot maintenance: **N60,000** for 464sqm per plot only per annum.
NB: Plot maintenance fees is charged at a rate of N5,000.00 per plot monthly on undeveloped plot for the periodic clearing and tidiness of each plot.

10. ALLOCATION TIMELINE

Physical allocation would be done within twelve (12) months after completion of payment in order of subscription/payment and upon confirmation of at least 50% payment of infrastructure fees. **Note: Priority is given to clients who paid one-off over 3 months or 6 months instalment payment plan.**

11. DOCUMENTATION

The following documents will be issued:

- I. Upon payment of initial deposit, Receipt of payment for initial deposit, and also installment payment receipt(s) for further installment payments.
- II. Contract of Sales. A full Payment Receipt would be issued upon final payment of the total sum.
- III. Deed of Assignment document & Survey Plan document are ready within 6months of allocations, **provided Documentation fee has been paid and physical allocation has been done.**

N/B: In accordance with relevant laws, your Deed of Assignment CANNOT be executed on your behalf except upon production of a duly executed and registered Power of Attorney (through email and signed hard copy) appointing your representative to execute on your behalf OR in the alternative a duly executed Power of Attorney authenticated by a Court of competent jurisdiction.

NOTE: For ease of transactions and documentations, clients are expected to **PERSONALLY** sign all documents sent to them on hard copies, or through our official LUSH GREEN (LG) HOMES LTD.'s email address(s) and send same documents back on hard copies or through same official LUSH GREEN (LG) HOMES LTD.'s email thread(s). Documents cannot be finally authorized by management until client signs and sends back to LUSH GREEN (LG) HOMES LTD.

12. PLOT DEVELOPMENT TIMELINE

There must be evidence of active possession on your land within **six (6) months** of physical allocation i.e., at least fencing of plot(s). Where an allocated plot is not fenced within the stipulated time frame (6 months), the Company reserves the right to reallocate the subscriber to another area of the estate or a nearby scheme. Subscribers must have paid at least 50% of the primary infrastructure fees, give proper notice and obtain written clearance from the management through the project and development unit, as well as get building permit approval from the affected State Government before commencement of development on their plot.

13. BUILDING CONTROL RESTRICTION

In the event that the subscriber intends to build, it must be in conformity with the approved layout of the estate development guideline and building restriction below;

- I. The estate layout is in sections and you are limited to build houses/structures on each section based on designated use or plan for that section i.e., Residential/Commercial, bungalow, block of flats, semi/fully detached houses (duplex) etc.
- II. Tenement Building and high-rise houses will not be permitted.
- III. All building design must conform to the required set back & building control of the estate and such design would be approved by the company and with the affected State's Government afterwards.

14. ESTATE DEVELOPMENT TIMELINE

Primary infrastructure will be provided within the first to third year of introducing the estate and other infrastructure will commence with regard to the general level of development in the area, satisfactory evidence of possession of plots by subscribers and payment of secondary infrastructure fees by subscribers. Estate updates are regularly sent via email & our social media channels. Customers are encouraged to follow us on our social media channels:

Website: www.lushghomesltd.com, Email: lushghomesltd@gmail.com

Facebook & Instagram: lushghomesltd

15. RESALE/TRANSFER OF PLOT

- I. Subscribers who have paid up on their land can re-sell their plot. However, LUSH GREEN HOMES LTD, must be duly notified for proper documentation/regularization.
- II. 10% of prevailing land consideration payable by/through the subscriber to the Company for transfer/regularization of title/documentation.
- III. The new subscriber shall bear the cost of procuring a new survey plan, title deed, and any other documents as may be required for the transfer, at the prevailing rates at the time of transfer.
- IV. For avoidance of doubt, **LUSH GREEN HOMES LTD** is not obligated to get a third-party to acquire the interest of the subscribers. **We do not resell for subscribers.**
- V. In the event that a subscriber wants to transfer his/her subscription from one estate to another, a transfer fee of 20% of the value of the intended/new estate shall be paid as well as the difference on the cost of the two (2) estates as additional consideration.

16. DISPUTE RESOLUTION

It is understood that this transaction is purely civil and contractual in nature and any difference, controversy or dispute arising out of or connected with the terms of this document or any breach thereof which cannot be mutually resolved by amicable discussions between the parties shall be referred to the affected State's Multi Door Court Houses (MDCH) for Mediation to be conducted in accordance with the (MDCH) Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the (MDCH) Mediation Guidelines. The Mediation shall be held in the affected State of Nigeria. The settlement agreement reached by the parties pursuant to the Mediation shall be final and binding as soon as same is signed by the parties or their representatives. Unless the parties agree otherwise, in the event that the dispute cannot be resolved within 30 (thirty) days of the appointment of the Mediator, the dispute shall be referred to any other dispute resolution mechanism administered by the MDCH. By this clause, subscribers agree that petitioning the Police, Economic and Financial Crimes Commission or any other agency tasked with criminal investigations without full recourse to this clause will be deemed a breach of contract on the subscriber's part.

17. SUBSTITUTION CLAUSE

In the event that the Vendor is, for any reason beyond their control, unable to deliver vacant and physical possession of the Property described herein, the Vendor shall have the right, with written notice to the Subscriber, to allocate/reallocate subscribers to a new or nearby scheme or phase of the estate or a new estate of equivalent market value, size, and location, subject to the Subscriber's reasonable approval. If the Subscriber accepts the alternate property, all terms and conditions of this Agreement shall apply to the substituted property as if it were the original. If the Subscriber does not accept the alternate property within **30 days** of the offer, the Subscriber shall have the right to terminate this Agreement and request a refund. Any such refund shall be subject to the terms outlined in the refund clause of this Agreement.

18. CYBERBULLYING/STALKING

Subscribers accept that publishing malicious content either in print or social media in a way whether intended or not to cause harm and damage to the Company in disregard of the Dispute Resolution Clause can attract civil and criminal liabilities under the laws of the Federal Republic of Nigeria.

19. REFUND POLICY

A refund shall be made if;

- I. The subscriber continuously defaults or fails to complete the purchase sum at the end of the Structured Payment plan.
- II. The subscriber decides to discontinue with the subscribed Structured Plan upon a written notification to the Company.
- III. The subscriber terminates this Agreement and request a refund.
- IV. Where the subscriber continuously violates the terms and conditions of the subscription.
- V. The subscriber is required to give the Vendor a minimum of one hundred and twenty days (120) days' written/email notice to process the refund request and a further 60 days if the process isn't completed after the first 120 days
- VI. In the event that a client has physically been allocated, he can no longer request for a refund, hence you can only resell.
- VII. All instances requiring refunds shall be subject to a 40% (Administrative, Logistics & Agency Fees). For refunds that are requested for after the expiration of the payment plan, demurrage/default fees will be deducted from the refundable amount.

20. DEATH OF SUBSCRIBER

In the event of the death of a Subscriber upon completion or prior to the completion of all contractual obligations under this Agreement, the rights, interests, and liabilities of the Subscriber in respect of the land herein subscribed for shall devolved upon the lawful heirs, next of kin, or personal representatives of the deceased Subscriber, subject to the presentation of valid legal documentation, including but not limited to:

- A certified copy of the death certificate;
- A letter of administration or grant of probate issued by a competent Nigerian court;
- A sworn affidavit of next of kin (where applicable); and
- Any other relevant documentation as may be reasonably required by the Vendor.

Upon verification and satisfaction by the Vendor, the Vendor shall recognize and deal with the personal representative(s) or lawful beneficiary(ies) of the deceased Subscriber in respect of all matters arising from this Agreement. However, such recognition shall not relieve the estate or the deceased Subscriber of any outstanding obligations or liabilities incurred prior to death, including unpaid balance(s), fees, or charges due under this Agreement.

23. ANTI-MONEY LAUNDERING DECLARATION

LUSH GREEN (LG) HOMES LTD- Declaration relating to the combat against money laundering (AML) and Combating the Financing of Terrorism (CFT).

I/we, ----- (“the client”) (Please insert the natural or corporate name of the above-named client)

Hereby confirm that:

- a. The money paid by me to LUSH GREEN (LG) HOMES LTD is not a proceed of crime.
- b. LUSH GREEN (LG) HOMES LTD and I are subject to and obliged to comply with all relevant laws, regulations, lawful orders or directives relating to the combat against money laundering (AML) and terrorism financing.
- c. I ensure and agree to compliance with anti-money laundering laws and regulations regarding the source of funds for the transactions with LUSH GREEN (LG) HOMES LTD.
- d. I shall indemnify LUSH GREEN (LG) HOMES LTD of any loss or injury suffered either by it or its employee(s) arising from actions of law enforcement agencies including the judiciary.

Signed by the Client or Client’s Representative:

THEREFORE, THE INFORMATION PROVIDED AND THE TERMS & CONDITIONS IN THE FAQ HERETOFORE, ARE ACCEPTABLE AND CONSENTED BY ME/US AND I/WE ACKNOWLEDGE RECEIVING A COPY OF IT.

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

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