infoapplausepro@gmail.com

APPLAUSE PROPERTY

NOW SELLING...

APPLAUSE CITY

ISSELE-MKPETIME, ASABA

REGISTERED SURVEY & DEED OF ASSIGNMENT

Promo Price

N3.5M

Instant Allocation

Actual Price ~~N6M~~



ESTATE FEATURES:

- CCTV
- SECURITY
- ESTATE GATE
- RECREATIONAL FACILITIES
- GOOD ROAD
- PORTABLE WATER
- FULLY FENCED
- STEADY POWER SUPPLY
- DRAINAGE
- STREET LIGHT

LANDMARKS:

- 4 minutes to Otulu Junction.
- 6 minutes to Enu-Ani Mega City.
- 8 minutes to Wichtech.
- 10 minutes to Okpanam City Gate
- 15 minutes to Asaba Airport.

All payment should be made in favour of
APPLAUSE PROPERTY LIMITED.

WEMA BANK 0127702603

ACCESS BANK 1978928219

FOR MORE ENQUIRIES & SITE INSPECTION:

OFFICE ADDRESS:
OBINNA JUNCTION, BESIDE BIGGY KITCHEN,
BY MIDWIFERY MARKET, OFF OKPANAM ROAD, ASABA.

APPLAUSE GROUP..*Delivering Comfort*

■ REAL ESTATE & PROPERTY DEVELOPMENT ■ CONSULTANCY ■ LAND SURVEY ■ LOGISTICS

APPLAUSE CITY

AFFIX
A PASSPORT
PHOTOGRAPH

SECTION 1 SUBSCRIBER'S DETAILS

Please complete all fields in block letters. Fields marked with asterisks (*) are mandatory. Tick boxes where appropriate.

NAME* Mr.☐ Mrs.☐ Miss.☐ Others☐ *Surname* *Other Names*

NAME OF SPOUSE* *(If Applicable)* *Surname* *Other Names*

ADDRESS*

DATE OF BIRTH* **GENDER*** **MALE** ☐ **FEMALE** ☐

MARITAL STATUS* **NATIONALITY***

OCCUPATION **EMPLOYER'S NAME**

COUNTRY OF RESIDENCE **LANGUAGE SPOKEN**

EMAIL ADDRESS*

TELEPHONE NUMBER* **MOBILE NUMBER***

SECTION 2: NEXT OF KIN

NAME

ADDRESS

PHONE NUMBER

EMAIL ADDRESS

SECTION 3 SUBSCRIBER'S DECLARATION

I..... hereby affirm that all the information provided as requirement for the land in **APPLAUSE CITY ASABA** accurate.
Any inaccurate information given by me may result in the decline of my application.

*TYPE OF PLOT: ☐ Residential ☐ Commercial plot (attracts 10%) Number of plots ☐ PLOT SIZE: ☐ 464 sqms

PAYMENT PLAN: ☐ 3 Months ☐ 6 Months ☐ 12 Months ☐ Corner piece plot(s) attracts 10% of land cost

SIGNATURE OF SUBSCRIBER* _____

NAME* _____ **DATE*** _____

FOR REFERRAL DETAILS

NAME*

DATE* **REFERRAL ID*** **TAX Payer ID**

PHONE NO

EMAIL

OFFICE:
OBINNA JUNCTION, BESIDE BIGGY KITCHEN,
BY MIDWIFERY MARKET, OFF OKPANAM ROAD, ASABA.

APPLAUSE CITY

FREQUENTLY ASKED QUESTIONS /TERMS AND CONDITIONS



Q1: WHERE IS APPLAUSE CITY ASABA?

APPLAUSE CITY is located in Isele-Mkpetime Asaba, Delta State.

Q2: WHO ARE THE OWNERS/DEVELOPERS OF APPLAUSE CITY?

APPLAUSE PROPERTY LTD a Leading Real Estate company with
office in Obinna Junction Beside Biggy Kitchen by Midwifery, Off Okpanam Road, Asaba.

Q3: WHAT TYPE OF TITLE DOES APPLAUSE CITY HAVE ON THIS LAND?

REGISTERED SURVEY & DEED OF ASSIGNMENT

Q4: PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at APPLAUSE Property ltd office or with the designated sales representative

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 the subscriber and/or the representative upon payment and signing of this form.

Q5: ARE THERE ANY ENCUMBRANCES ON THE LAND?

The land is free from any known Government acquisition or interest or adverse claims.

Q6: WHAT IS THE PAYMENT STRUCTURE?

(a) The purchase price is payable either in full outright or in instalments as outlined in the schedule below (subject to review and variations):

ONE OFF PAYMENT: N3,500,000

NB: 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) Non-payment of the monthly instalments as at when due and non-compliance with the payment structure shall be treated as a fundamental breach of the contract may result to the following:
I. Attract default charge of 5% of the monthly payment or 5% of the total balance upon notice of demand, OR 5% of the outstanding payment for every month default after payment expiration.
II. The company reserves the right to review number of plots purchased or move subscription to another scheme or phase of the estate 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.

Q7. OTHER PAYMENTS (Subject to review within 12 months)

- Deed of Assignment: N300,000 for 464sqm (per plot)
- Survey Plan Fees: N500,000 for 464sqm (per plot)
- Plot Demarcation Fees: N100,000 per 464sqm (per plot)

- Primary Infrastructure Fees: N2,000,000 for 464sqm (per plot) which covers clearing, perimeter fencing, gatehouse, security house, basic internal network, landscaping, street lights, CCTV etc.
Primary Infrastructural fees not fully paid within 12 months of demand shall attract 2.5% monthly appreciation due to rising building material costs.
Note: Development fees are subject to review after 12 months. If payment is not made within this 12-month period, the amount payable will be adjusted to reflect current inflation costs

- Plot maintenance: N150,000 for 464sqm per plot only, for every 6 Months
NB: Plot maintenance fee is charged biannually from the year of physical allocation—applicable to undeveloped plot(s) only—for the periodic clearing and tidiness of each plot.

SUBSCRIBER'S NAME _____ **SIGNATURE** _____ **DATE** _____

APPLAUSE CITY

FREQUENTLY ASKED QUESTIONS /TERMS AND CONDITIONS



Q8: WHAT IS THE SIZE OF THE PLOT?
464 SQMS

Q9: IS THE ROAD TO THE ESTATE MOTORABLE?
YES, the road is motorable and maintained by **APPLAUSE PROPERTY**

Q10: WHEN DO I MAKE OTHER PAYMENTS AFTER COMPLETING PAYMENTS FOR THE LAND?
50% of Development Fee shall be paid before commencing Construction Work on the land, while the remaining 50% shall be paid within one year of commencing work on site.

Q11: WHAT DO I GET AFTER INITIAL PAYMENT DEPOSIT?
Starters Pack comprising of a letter of acknowledgement of subscription and receipt of payment.

Q12: WHAT DO I GET AFTER COMPLETING PAYMENT OF THE LAND?
(I) Complete Payment Receipt, Contract of Sale and Allocation Notification Letter
(ii) Survey plan will be issued after Physical Allocation is done.
(iii) Deed of Assignment shall be issued after all the outstanding payments are done.
In this note, a client is eligible to get a copy of his or her DEED OF ASSIGNMENT only when all outstanding payments of their land has be made.
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 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.

Q13: CAN I START CONSTRUCTION OR BUILDING ON THE LAND?
You can start building on the land after Physical Allocation, while fencing and Estate Development is going on.

Q14: IS THERE ANY RESTRICTIONS REGARDING THE TYPE OF BUILDING I CAN CONSTRUCT IN THE ESTATE?
YES. The estate's layout is in sections and you are limited to build houses on each section based.

Q15: 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 given proper notice and obtain written clearance from the management through the project and development unit, as well as get building permit approval from the Delta State Government before commencement of development on their plot.

Q16: 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) i.e. 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 Delta State Government afterwards.

Q17: 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 Delta State Multi Door Court House (DSMDCH) for Mediation to be conducted in accordance with the (DSMDCH) Mediation Guidelines. Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the (DSMDCH) Mediation Guidelines. The Mediation shall be held in Delta State, 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 DSMDCH. 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.

SUBSCRIBER'S NAME _____ **SIGNATURE** _____ **DATE** _____

APPLAUSE CITY

FREQUENTLY ASKED QUESTIONS /TERMS AND CONDITIONS



Q18: 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 (as at the time of payment/subscription) 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.

Q19: CAN I RE-SELL MY PLOT/ PROPERTY?

YES. Subscribers who have paid out their land (in full) can re-sell their plot(s). APPLAUSE Property Limited would require the seller to furnish the company with the details of the buyer. A charge of 10% of the land consideration (covering Transfer Documentation Fee) shall be paid to the company by the buyer.

Q20: CAN I PAY CASH TO YOUR AGENT?

We strongly advice that cash payment should ONLY be made to APPLAUSE Property Limited at its designated banks. Otherwise, cheque(s) should be issued in favour of APPLAUSE Property Limited.. **WE SHALL NOT ACCEPT ANY RESPONSIBILITY FOR ANY LIABILITY THAT MAY ARISE AS A RESULT OF A DEVIATION FROM THE WHOLE INSTRUCTION**

Q21: SUBSTITUTION CLAUSE

In the event that the Company, for any reason beyond its control, is unable to deliver vacant and physical possession of the Property described herein the Company shall have the right, with written notice to the Subscriber, to allocate/allocate subscribers to a new or nearby scheme or phase of the estate or a new estate of equivalent market value, size, and location (as at the time of the substitution) subject to the terms and conditions as in the original or as may be revised. The Subscriber shall have the right to accept the substituted property or if it was the original and the Subscriber does not accept the alternate property within 30 days of the offer, the Subscriber shall have the right to execute the Purchase Refund for the said alternate property or acceptance. Any such refund shall be subject to the terms outlined in the Refund section of this Agreement.

Q22: CYBERBULLYING/STALKING

Subscribers accept that publishing malicious content either in print or social media in any way 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.

Q23: DEATH OF SUBSCRIBER

In the event of the death of the 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 devolve upon the lawful heirs, next of kin or personal representatives of the deceased in accordance with the laws of the Federal Republic of Nigeria.
A certified copy of letter of administration or grant of probate issued by a competent Valid Court Jurisdiction, including not limited to:
(I) A certified copy of death certificate
(II) A certified copy of letter of administration or grant of probate issued by a competent Nigerian Court
(III) A certified copy of a sworn affidavit of next of kin (Where applicable); and
Any other relevant documentation and satisfaction of the Vendor be reasonably required.
Upon verification and satisfaction of the vendor, the Vendor shall recognize and deal with the personal representative(s) or lawful beneficiary(ies) of the deceased Subscriber of any outstanding obligations or liabilities incurred prior to death, including unpaid balances, fees, or charges due under this Agreement.

Q24: WHAT HAPPENS IF I CANNOT CONTINUE WITH MY PAYMENT? CAN I REQUEST FOR A REFUND?

A refund shall be made if;
I. The subscriber continuously defaults or fails to complete the purchase sum at the end of the payment plan.
II. The subscriber decides to discontinue with the subscribed plan upon a written notification to the Company.
III. The subscriber terminates this Agreement and requests 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 120 (One Hundred and Twenty 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 subscriber has been physically allocated, a refund will no longer be possible, except a resale.
VII. All instances requiring refund as contained in clause Q19(I) & (ii) 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.

SUBSCRIBER'S NAME _____ **SIGNATURE** _____ **DATE** _____

APPLAUSE CITY

FREQUENTLY ASKED QUESTIONS /TERMS AND CONDITIONS

Q25: HOW DO I PAY FOR PERFECTION OF TITLE?

The cost of title such as Governor's Consent shall be borne by the subscriber.

Q26: WHAT IS THE TOPOGRAPHY OF THE LAND?

It is a dry and table land.

Q27: WHO IS RESPONSIBLE FOR CLEARING YOUR LAND AFTER ALLOCATION?

A. Immediately after physical allocation, you are expected to fence your plot(s) and handle the clearing of your land from time to time (at least once every three months) due to the possibility of reptiles on your land.
ZION REALTORS will notify you if your land is overgrown with grass. Failure to comply will incur an extra fee of N300,000 if the company clears the bush on your land for you..

Q28: WHAT OTHER PAYMENT DO I MAKE APART FROM PAYMENT OF THE LAND?

The development fee cost: N2M

(I) Drainage Construction
(ii) Electrification
(iii) Creation of Good Road and Network
(iv) Land scaping

Q29: PAYMENT

All payment should only be made to APPLAUSE PROPERTY LTD at its designated Bank Accounts. Cheque(s)/bank drafts should be issued in favor of APPLAUSE PROPERTY LTD. We shall not accept any responsibility for any liability that may arise as a result of a deviation from the above instruction.
Note: We are a Nigerian Company and solely transact in the Naira currency, the foreign exchange rate and fluctuation does not apply for all intents and purposes at any time before, during or after this transaction.

I hereby confirm that I have seen the land and I am ready to go on with the transaction. THEREFORE, THE INFORMATION PROVIDED, TERMS & CONDITIONS HEREWITH IS ACCEPTABLE AND CONSENTED BY ME. I ACKNOWLEDGE RECEIVING A COPY OF IT.

SUBSCRIBER'S NAME _____ **DATE** _____

SIGNATURE _____

ANTI-MONEY LAUNDERING DECLARATION

APPLAUSE PROPERTY 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 confirms that:

a. The money paid to me to Applause Property Ltd is not a proceed of crime
b. I am not 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 Applause Property Ltd
d. I shall indemnify Applause Property Ltd of any loss or injury suffered either by it or its employee arising from actions of law enforcement agencies including the judiciary.

Signed by the Client or Client's Representative:

Name: .....

Signature: .....

Address: .....

Date: .....



All payment should be made in favour of
APPLAUSE PROPERTY LIMITED.
WEMA BANK 0127702603
ACCESS BANK 1978928219

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