[ Your Grand Partenaire!

## THE AMARI ApARTMENTS, ABUJA SUBCRIBTION FORM



I/We the undersigned subscriber(s) (first and second subscribers), do hereby declare, that the above information given by me/us are irrevocable, true and correct to my/our knowledge and no material fact has been concealed therefore.

I/We have gone through the sales Agreement regarding this property and accept same and which shall ipso-facto be applicable to my/our legal heirs and successors.

I/We declare that incase of non- allotment of the applied unit, my/our claim shall be limited only to the extent of amount paid by me/us in relation to this subscription form.

I agree that a non-refundable fee of $\mathrm{N} 15,000$ would be paid to process my application for the property.
FIRST SUBSCRIBER
SECOND SUBSCRIBER
NAME. $\qquad$

## NAME

SIGNATURE. $\qquad$ DATE. $\qquad$ SIGNATURE $\qquad$ DATE

Plot 77,3rd Floor, Oyo House
Ralph Shodeinde Street,Abuja

E-MAIL
info@theamari.com / customercare@theamari.com www.theamari.com

## SALES AGREEMENT

The vendor has agreed to sell ............. unit(s) of 2/3bedroom apartments situated at PLOT 219, CADASTRAL ZONE Bo2. DURUMI, FCT, ABUJA .and the purchaser has agreed to buy ........... unit(s).

## 1. PAYMENT PLAN

2. ANCILLARY FEES: All fees inclusive except that $5 \%$ legal fees would be paid by the subscriber

| PAYMENT PLAN | 2 BEDROOM | 3BEDROOM | INDICATE | THICK |
| :--- | :---: | :---: | :---: | :---: |
| OUTRIGHT | N42 MILLION | N45 MILLION |  |  |
| INSTALLMENT | N44 MILLION | N47.5 MILLLION |  |  |

3. TITLE DOCUMENTS: These shall include the Deed of Assignment, Letter of Allocation and Provisional Survey
4. DELIVERY
a. The Vendor shall ensure that it delivers physical possession for outright payment of the unit to the purchaser within six (6) months after the full payment as agreed herein or at such other time the parties shall agree in writing (which shall not exceed 2 months) and shall secure same against any third-party trespass and interference.
b. Installment: The delivery of this shall be a period of (8) months after full payment of the purchase price attached to the property.

## 5. EVENTS OF DEFAULT FOR THE VENDOR

a. Where the Vendor delays in delivery of the unit;
b. Where the Vendor is unable to pass all interest to the unit to the Purchaser due to a third-party claim or the Vendor discontinues from this transaction for any reason (without any contribution on the part of the Purchaser.

## 6. EVENT OF DEFAULT FOR THE PURCHASER

a. Where the Purchaser delays in payment of monthly installment of the purchase price or ancillary fee for a period of 1 month after the payment date falls due.
b. Where the Purchaser discontinues the transaction

## 7. REMEDIES FOLLOWING DEFAULTING

a. the event of the occurrence of 5a stated above, the Purchaser shall be entitled to a rental value of the unit after delivery, which shall be the $2.5 \%$ of the purchase price on an annual basis
b. .In an occurrence of 5 b above, the Purchaser shall be entitled to a refund of all sums paid inclusive of a $2.5 \%$ interest thereon. This process shall last a period of 60 working days.
c. Pursuant to the occurrence of paragraph 5b above, the Purchaser shall be required to return all original documents; receipts, contracts and correspondences given on the transaction
d. In the event of 6 a above, the Vendor has the right to either:
I. Revoke the transaction and refund all sums paid by the Purchaser less $30 \%$ of the purchase price in the manner in which the vendor was paid
ii. Increase the purchase price by a minimum of $10 \%$ to account for the time value of money.

## 8. THE PARTIES HEREBY AGREE AS FOLLOWS:

a. The purchase price shall be non-refundable after payment of all sums on the property except on the occurrence of 5 b above and same shall be refunded within 60 days of the submission of all documentation issued
b. Cash payment made by a Purchaser to any agent or an office of the company shall be at the purchaser's risk and must comply with the Money laundering Act
9. THE PARTIES FURTHER AGREE ON THE FOLLOWING TERMS:
a. SEVERABILITY: Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the legality, validity and enforce ability of other provisions of this agreement shall not in any way be affected or impaired hereby
b..FORCE MAJEURE: The Vendor shall not be responsible for any act which might be caused by fire, flood, epidemics, severe weather, riots, terrorism, acts of war, acts of God or compliance with applicable laws, rules or regulations of any governmental authority or by compliance with any order or decisions of any court, board or other governmental authority or by any cause beyond the reasonable control of the Vendor (provided same was not caused by negligence on the part of the Vendor), whose effects are not capable of being overcome without being commercially unreasonable expense to the Vendor. This shall be unequivocally communicated to the Vendor where it reasonably inhibits the Purchaser from making payments. The force majeure occurrence shall not apply where government permits businesses to resume partially or wholly.
c. OWNERSHIP
I. upon the delivery of the unit by the Vendor to the Purchaser (after a careful inspection of the unit by the purchaser), the responsibility in respect to the unit and its upkeep shall become that of the Purchaser being the legal owner without any form of encumbrances as delivered by the Vendor
ii. The common areas of the estate shall be exclusively owned by the Vendor
d. NOTICE: Any notice to be given under this agreement shall be in writing and delivered by hand or email to the party at the address shown in the subscription form as provided by the purchaser, or to such an address as the purchaser may have specified from time to time by written notice to the Vendor.
e. REPRESENTATIONS AND WARRANTIES: The Vendor represents and warrants to the Purchaser that the following matters are true and correct as the date of this agreement and at completion:
I. That it will ensure the assignment of all interests in the unit (upon completion of the unit)
ii. That it will not after receipt of the purchase price and the ancillary fees from the purchaser, consider third party offer for purchase of the unit;

## SOLE/FIRST SUBSCRIBER

Name
Signature:
Date:

## AMARI GARDENS AND RESORT LIMITED

Director Sign:
Date:

## SECOND SUBSCRIBER

## Name

Signature:
Date:

Secretary Sign:
Date:

## FREQUENTLY ASKED QUESTIONS.

1. WHERE IS THE AMARI APARTMENTS ?

The Amari Apartment is located at PLOT 219, CADASTRAL ZONE BO2.DURUMI, FCT, ABUJA.

## 2. WHO IS THE DEVELOPER?

The Amari Gardens and Resort.
3. WHAT IS THE TYPE OF HOUSE ? The Amari Apartments Abuja is a 2 and 3bedroom apartments .
4. WHAT IS THE TITLE DOCUMENT ON THE LAND?

Certificate of occupancy ( C of O ).
5. WHAT DOCUMENTS DO I GET AFTER MY PURCHASE?
I. Invoice of payment
ii. Receipt of payment
iii. Letter of appreciation
iiii. Letter of acknowledgment and Deed of contract
v. A filled copy of the agreement form
6. WHAT DOCUMENTS DO I GET UPON COMPLETION OF PAYMENT
I. Allocation Letter.
ii. Deed of Assignment (Apartments).
7. WHAT GENERAL SERVICES WILL THE AMARI GARDENS AND RESORT MAKE AVAILABLE IN THE ESTATE?

- Drainage
- Good pipe-borne water
- Electrification
- Security gate house
- Adequate parking spaces


## 8. IN WHAT STATE WILL EACH HOUSE UNITS BE DELIVERED?

Each unit will be in a fully finished state, which means that all exterior and interior finishing will be done.
9. WHAT HAPPENS IF I CANNOT COMPLETE PAYMENT OR DEFAULT IN MY PAYMENT OF MONTHLY INSTALMENT? Each subscriber is entitled to a refund before $75 \%$ completion of purchase price. The refund shall be less $30 \%$ of the amount paid on purchase price and refund is done in manners in which payment is made.

