

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:	

5. Property Details

Preferred Home Type <i>(please write no. of units required)</i>	2 Bedrooms <input type="checkbox"/>	3 Bedrooms <input type="checkbox"/>	4 Bedrooms <input type="checkbox"/>	Plot <input type="checkbox"/>	Floor Preference:
Name as it should appear in Title Deed :					
Address as it should appear in Title Deed:					

6. Payment Information

Agreed Price: <input type="text"/>	Mode of Payment <i>(please tick one box)</i> 1. Full Payment <input type="checkbox"/> 2. 25% Down Payment with payment plan <input type="checkbox"/>	Payment Details Cheque <input type="checkbox"/> Bank Transfer <input type="checkbox"/> Bank Draft <input type="checkbox"/>		
		<table border="1"> <tr> <td>Amount Paid:</td> <td><input type="text"/></td> </tr> <tr> <td>Ref No. e.g. Cheque/Teller No.</td> <td><input type="text"/></td> </tr> </table>	Amount Paid:	<input type="text"/>
Amount Paid:	<input type="text"/>			
Ref No. e.g. Cheque/Teller No.	<input type="text"/>			

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: _____

Signature: _____ Date:

Relevant Attachments

Individual

1. Passport photograph
2. Identification (data page of International Passport or Drivers License)
3. Proof of Residence (utility bill for last 3 months)

Corporate

1. Board Resolution authorizing purchase
2. Certificate of Incorporation by Corporate Affairs Commission (CAC)
3. Memorandum and Articles of Association certified by CAC
4. Form CAC 7 (Particulars of Directors)
5. Form CAC CAC 2 (Return of Allotment of Shares)
6. Form CAC 10 (Annual Returns)

TERMS AND CONDITIONS OF OFFER

This offer, by Mixta Real Estate Plc. (formerly ARM Properties Plc and hereinafter, the "Vendor") is for finished apartments, shell apartments and serviced plots located at KM 35, Lekki – Epe Expressway, Sangotedo, Eti-Osa Local Government Area of Lagos State, (hereinafter referred to as "Fara Park II Estate" or "the Estate").

1. Property Description

Fara Park II Estate is an estate comprising different models of housing units located at KM 35, Lekki – Epe Expressway, Sangotedo in the Eti-Osa Local Government Area of Lagos State, Nigeria

2. Proposed Extent of Development & Facilities

The Estate will comprise residential units and associated infrastructure including paved roads, perimeter fencing, central entrance gate, designated commercial areas (available for sale on request) and recreational areas.

3. Payment Terms & Default

The purchase price is payable either in full outright or in instalments as offered on payment plans communicated within the marketing material*. A default in the payment of an instalment (where applicable) within the specified periods shall entitle the Vendor to the following:

- An upward review in the sale price of the property;
- An interest charge on the outstanding amount at the prevailing bank rate and/or
- Termination of your subscription.

All Cheque(s) or Bank Draft(s) should be issued in favour of Mixta Real Estate Plc.

Acknowledgement of payments shall be sent by email which shall be deemed delivered within 3 hours of sending email.

* Payment by cheques shall only be acknowledged when payments are received in cleared funds by the Vendor.

4. Documentation

Full documentation for a sale shall comprise the following:

- a) Sale Agreement – Issued upon receipt of payment of at least 50% of the purchase price;
- b) Deed of Assignment – Issued upon receipt of full payment of purchase price and service charge deposit; and
- c) Home Owners' Agreement – Issued upon full payment of the purchase price and service charge deposit.

The Applicant will be responsible for perfecting its title to the property and shall be required to comply with the Estate Rules and Regulations as provided by the Vendor.

5. Site Inspections

Applicants are advised to inspect the site, subsequent to confirmation of appointments made at Mixta Sales Offices or with the designated sales representative.

6. Description & Layout of Units and Plot Sizes

- The Applicant understands that units may not be delivered in accordance with the renditions made in marketing communication materials shown to the Applicant
- Units will be delivered in accordance with the description and layout provided in the Contract of Sale.
- Plots of land vary in sizes and final sizes will be confirmed through the issuance of respective survey plans for the property type allocated. Individual survey plans indicating sizes of relevant units or plots (as the case may be) will accompany the Deed of Assignment.

7. Development of the Estate & Service Charges

- It is the responsibility of Applicants of plots of land to obtain all statutory regulatory requirements including building permits from the Lagos State Physical Planning and Urban Development (or any other relevant authority) prior to any development on site. In addition, all development on site by Applicants must be in accordance with Building Regulations to be issued by the Vendor on completion of payment. The Applicants will be required to submit their drawings to the Vendor for review and approval before proceeding with construction. This review will attract a notional fee which will be communicated by the Developer at the point of review.
- Applicants will also be required to pay service charge for maintaining the common areas in the estate as agreed with owners and residents association. This charge will be communicated to all Applicants before final payments are made.

8. Utility

The provision of utility (water and electricity) services shall be the exclusive reserve of the Vendor at all times.

9. Service Charge

Applicants shall be required to pay in advance to the Developer a service charge for maintaining the common areas in the estate pending the establishment and constitution of a Home Owners' Association. The full cost of the service charge payable on each property will be communicated to all Applicants and a deposit for the first two years shall be paid alongside the purchase price, prior to the issuance of a Deed of Assignment by the Vendor to the Applicants.

10. Common Areas

Common areas within the built blocks of flats shall be held, managed and used jointly and communally by the residents of each block. Other common areas within the Estate shall be held and managed exclusively by the Vendor or its appointed project facility manager/s.

11. Transfer

Transfer of interest in plots by Applicants before effecting full payment shall only be done upon receipt of prior express consent of the Vendor. Where a transfer of interest is to be made to a third party, the Applicant shall bear the cost of procuring new Survey Plans and Title Deeds (amongst others). The applicable cost shall be determined by the Vendor at the time of notification of intention to transfer.

12. Revocation

The Vendor shall be at liberty to revoke the allocation of an Applicant at any time if the Applicant fails to meet the purchase requirements or adhere to the terms and conditions stated herein. In the event of revocation, the Vendor shall not be liable to make any refund to the exiting purchaser until the Vendor has received funds corresponding in value to the amount to be refunded from a third-party Applicant. For avoidance of doubt, the Vendor shall not be obliged to procure a third-party to acquire the purchaser's interest in the property. Revocation of allocation or termination of subscription arising as a result of failure of the Applicant to meet payment obligations shall attract an administrative fee of 10% (ten percent) of the Applicant's total deposit.

13. Cancellation

Cancellation of the transaction by the Applicant for any reason whatsoever shall attract a charge equivalent to 10% (ten percent) of the Applicant's total deposit. The Vendor shall not be liable to make any refund to the exiting purchaser until the Vendor has received funds corresponding in value to the amount to be refunded from a third-party purchaser. For avoidance of doubt, the Vendor shall not be obliged to procure a third-party to acquire the Applicant's interest in the property.

14. Marketing Materials

Renditions of the Estate made in marketing materials are artist renditions and not the final designs or layout for the property to be purchased.

15. Direct Bank Deposit(s)

Direct payments into the Vendor's account will only be recognised when we receive evidence of such payment(s) from Applicants or their representatives.

This application form contains indicative terms only and is subject to the execution of the Sale Agreement and other title documents, which will contain the detailed terms and conditions of the sale. The terms and conditions indicated above are subject to change by the Vendor without notice. The execution of this form does not guarantee the allocation of any property within the Estate to the Applicant. Allocations are subject to availability.

I/We _____ confirm that I/we have read and understand the terms and conditions of the offer and agree to be bound by same.

Applicant's / Joint Applicants' Signature: _____ Date: ____/____/____