

# CHIOMA

BY RUBY

(OWNERS OF PAVILION SERIES)

PROMO  
PRICE **N3.5M**  
ACTUAL PRICE  
**N6.1M** 464 SQM

DOCUMENTATION  
INCLUSIVE



HOW TO MAKE PAYMENT  
ALL PAYMENT SHOULD BE MADE IN FAVOUR OF:  
PWAN RUBY PROPERTIES AND DEVELOPMENTS LIMITED



**1305753260**  
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# PURCHASE POLICY

## INTRODUCTION

PWAN RUBY PROPERTIES & DEVELOPMENTS LTD is a property-marketing and information company located at 3rd Floor Stephenson House, Nsikak Eduok Avenue, off IBB Roundabout, Uyo, Akwa Ibom State. We exist and make home and land ownership dreams a reality for all. We are a multiple award-winning real estate company, and the owners of PAVILION SERIES.

### A: LOCATION

CHIOMA BY RUBY (owners of pavilion series) is situated at Ajata ibeku along Bende road, Umuahia north L.G.A.

### B: PROPERTY INSPECTION

Clients or their representatives are advised to inspect the site, subsequent to confirmation of appointments made at PWAN RUBY PROPERTIES & DEVELOPMENTS LTD office at NO.1 Akanu Ibiam, adjacent Gtbank, Umuahia, Abia State or with the designated sales representative/realtors/ PBOs. Free inspections hold Mondays to Saturdays.

Take off time is 10am, 12noon and 2pm.

N/B: The company shall not be held responsible for any claims / issues arising from client's inability/failure to inspect the said property before purchase and it is deemed that the property was duly inspected by subscribers and/or their representative upon payment and signing of this plot.

### C: ESTATE LANDMARKS

CHIOMA BY RUBY enjoys landmarks to major government presence & commercial investment landmarks like 2mins Drive to Police College Site, 3mins drive to ABIA state International Stadium, 7mins drive to Police Headquater, Abia state, Abia state Estate development agency beside Ivy estate, Umuahia, 10mins drive to ABA road, umuahia, Nigeria Coco research institute.

### D: PROPERTY TITLE

Deed of Assignment and Registered Survey. The land is free from every known government acquisition or interest and adverse claims.

The company has the long term responsibility to ensure/facilitate further perfection of the estate title subject to subscribers' payment of title perfection fees to be determined and communicated at the future date

### E: PLOT SIZE(S)

All Plots are 464sqm. Equivalent to 50 by 100 ft. However, below are the various plots with features that attracts additional charges.

- a) Corner-piece plot attracts additional 10% of land cost
- b) Commercial where applicable attracts additional 20% of land cost

### F: PRICES AND PAYMENT STRUCTURE

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

LAND SIZE	3 MONTHS (OUTRIGHT)	6 MONTHS INSTALLMENT
464SQM	ACTUAL PRICE: N6,100,000 EARLY BIRD PRICE: N3,500,000 Initial Payment: N1,400,000 Instalment: N1,050,000 Monthly for the next 2 months *Early bird discount applies ONLY to One-off payment plan.	ACTUAL PRICE: N4,500,000 Initial Payment: N1,800,000 Monthly Instalment: N540,000 Monthly for the next 6 months

N/B: *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 which may result to the following:*

I: *Attract default charge of 10% of the monthly payment or 10% of the total balance upon notice of demand, OR 10% of the outstanding payment for every month of default after payment expiration.*

II: *The company reserves the right to review number of plots purchased or move subscriber 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) at the time of subscription / payment / allocation, one can be transferred to a new phase /estate.***

### G: BREAKDOWN OF PAYMENT STRUCTURE (PROMO SEASON)

- I: Deed of Assignment (All Inclusive)
- II: Registered Survey (All Inclusive)
- III: Plot Demarcation (All Inclusive)
- IV: Primary Infrastructure Fees: N2,000,000 per plot which covers for clearing, perimeter fencing, gatehouse, security house, basic internal road network, landscaping, streetlights, CCTV surveillance, etc
- V: Early Bird Land Purchase Price: N3,500,000
- VI: Actual Land Purchase Price: N6,100,000

**H: OTHER PAYMENT** (Subject to Review within 12 months)

I: Plot Maintenance fee: N60,000 annually per 464sqm plot

N/B: Plot maintenance fees is charged at the rate of N5,000 per plot monthly on undeveloped plots, for it periodic clearing and tidiness.

2: Secondary Infrastructure fees: This covers underground drainage, transformer/electricity, alternative power supply, plot by plot water connection, parking lots, estate management office etc. Details will be communicated at a future date when the estate is ready for this set of infrastructure. A registered quantity surveyor duly licensed by the Nigerian institute of quantity surveyor will be engaged to determine the cost to be borne by all subscribers, payable per plot.

**I: ALLOCATION TIMELINE**

Physical allocation would be done three (3) months after completion of payment in order of subscription / payment.

N/B: Priority is given to clients who pay one-off over three months outright or six months installment payment plan.

**J. DOCUMENTATION**

The following document will be issued

I. Upon payment of initial deposit, a letter of acknowledgement of subscription, receipt of payment for initial deposit would be issued, and also instalment payment receipt(s) for further instalments.

II. Contract of Sales, Payment Receipt and Payment Notification Letter would be issued upon final payment of the total sum.

III. Deed of Assignment and Survey Plan within Two Months of full payment, provided that 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, 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.

**K: 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 relocate the subscriber to another area of the estate or a nearby scheme. Subscribers must have given proper notice and obtain approval from the management through the project and development unit as well as get building permit approval from the ABIA state Government before commencement of development on their plots.

**L. BUILDING CONTROL RESTRICTION**

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

I: The estate layout is in sections and are limited to build houses on each section based on designated use or plan for that section (Commercial or Residential), i.e bungalow, blocks of flats, detached houses (duplex).

II: Tenement building, and high-rise houses will not be permitted.

III: All building design must conform to the required setback & building control of the estate, and such design will be approved by the company and with ABIA State Government afterwards.

**M. ESTATE DEVELOPMENTS TIMELINE**

Primary infrastructure will be provided within the 1st and 2nd 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 development 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 PWAN RUBY (Facebook, YouTube & Instagram).

**N. RESALE/TRANSFER OF PLOT**

I: Subscribers who have paid on their land can re-sell their plot. However, PWAN RUBY must be duly notified for proper regularization.

II: 10% of the land consideration paid by the subscriber will be payable by or through the subscriber to the company for Transfer/regularization of Title/Documentation.

III: The new subscriber shall bear the cost of procuring new surveys and the title deed and any other document as may be required for such transfer at the prevailing rate at the time of the transfer.

IV: For avoidance of doubt, Pwan Ruby Properties and Developments Limited is not obligated to get a third-party to acquire the interest of the subscribers. We do not resell for subscribers. In the event that the subscriber wants to transfer his or her subscription from the estate to another estate, a transfer fee of 20% of the value of the current estate will be paid as additional consideration.

**O: 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 ABIA court house for mediation to be conducted in accordance with the ABIA STATE HIGH COURT JUSTICE OPUTA.

Unless the parties agree otherwise, the dispute shall be resolved by a sole mediator appointed in accordance with the provisions of the Mediation Guidelines. The mediation shall be held in ABIA 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, 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 by any other dispute resolution mechanism administered by the Judge. 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.

**P: 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/re-allocate subscribers to a new or nearby scheme or phase of the estate or a new estate of equivalent, size and location (as at the time of payment and subscription) subject to the subscriber's reasonable approval.

If the subscriber accepts the alternative 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 thirty 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

**Q: CYBER BULLYING/STALKING**

Subscribers agrees that publishing malicious contents, either in prints 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.

**R. 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 payment plans.
- II: The subscriber decides to discontinue with the subscribed 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 your refund request and a further 60 days if the process isn't completed after the first 120 days.
- VI: In the event that Land has been physically allocated, you can no longer request for a refund, hence you can only re-sale.
- VII: All instances requiring refund as contained in clause S (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.

**S: DEATH OF SUBSCRIBER:**

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 subscriber, subject to the representation of valid legal documentation, including but not limited to:

- I: A certified copy of the 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).
- IV: Any other relevant document as may be reasonable required by the vendor.

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 in respect of all matter arising from this agreement. However, such recognition shall not relieve the estate of the deceased subscriber of any outstanding obligation of liabilities incurred prior to death, including unpaid balance(s), fees, or charges due under this agreement.

**T. PAYMENT**

All payment should only be made to PWAN RUBY PROPERTIES & DEVELOPMENTS LIMITED at its designated Bank Accounts. Cheque(s)/ bank drafts should be issued in favor of PWAN RUBY PROPERTIES & DEVELOPMENTS LIMITED. We shall not accept any responsibility for any liability that may arise as a result of deviation from the above instruction.

**Note: we are a Nigerian Company and solely transact in the Naira currency, the dollar exchange rate and fluctuation does not apply for all intents and purposes at any time before, during or after this transaction.**

**DECLARATION**

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

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

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

**ANTI-MONEY LAUNDERING DECLARATION**

Pwan Ruby Properties and Developments 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 by me to Pwan Ruby Properties and Developments Ltd is not a proceed of crime.
- B: Pwan Ruby Properties and Developments Ltd and I are subject to and obliged to comply with the 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 Pwan Ruby Properties and Developments Ltd.
- D: I shall indemnify Pwan Ruby Properties and Developments 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's representative:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**HOW TO MAKE PAYMENT**

ALL PAYMENT SHOULD BE MADE IN FAVOUR OF:

**PWAN RUBY PROPERTIES AND DEVELOPMENTS LIMITED**



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*\*If subscriber is a company or business name, two directors or the proprietor(s) respectively must sign the subscription form and attach Form C07 & Certificate Of Incorporation or Certificate of Business Name Registration. For a company, The name must end with LTD, while for a Business Name, the purchaser is the Proprietor trading in the name & style of the business name e.g. MR PWAN RUBY (trading in the name & style of Pavilion Park Estate).*

For swift response to your enquiries or requests please contact us at:  
**PWAN RUBY PROPERTIES AND DEVELOPMENTS LIMITED**  
You can also visit our website at [www.pwanruby.com](http://www.pwanruby.com) for more information.  
We look forward to hearing from you soonest.



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