



## BOOKING FORM

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

### PART A – PARTICULARS

#### Details of Seller:

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

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

Contact Details: \_\_\_\_\_

E-mail: \_\_\_\_\_

Developer ID No: \_\_\_\_\_

#### Details of Purchaser:

##### Primary Applicant

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

Passport/Registration Number: \_\_\_\_\_ Valid until: \_\_\_\_\_ Nationality/Jurisdiction: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

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

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

Contact Details: \_\_\_\_\_

Landline: \_\_\_\_\_

Mobile: \_\_\_\_\_

Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### Property Details:

Project/ID: \_\_\_\_\_

Unit Number: \_\_\_\_\_ Building: \_\_\_\_\_ Floor: \_\_\_\_\_

Allocated Parking: \_\_\_\_\_ Type: \_\_\_\_\_

Saleable Area: \_\_\_\_\_ in Sq. ft.

Chargeable Area: \_\_\_\_\_ in Sq. ft.

Rate per Sq. ft.: \_\_\_\_\_

Permitted Use: Single family private residential purposes only

#### Purchase Price (Total) -

#### Anticipated Completion Date

#### Booking Source Details:

Booking Source: \_\_\_\_\_ Booking Sub-Source: \_\_\_\_\_

Company: \_\_\_\_\_

**Account Details:**

Name of the Bank	
Account Holder	
Bank Address	
Account Number	
NUBAN	
Swift Code	

**Payment Schedule:**

Installments	% of Purchase Price	Amount (NAIRA)	Payment Dates	Milestones
Booking Amount	10.00%			On Booking date
First Installment	10.00%			4 Months from booking date
Second Installment	20.00%			12 Months from booking date
Third Installment	10.00%			20 Months from booking date
Fourth Installment	10.00%			26 Months from booking date
Final Installment	40.00%			On Completion

- 1 Any advance payment made towards the Property on or before the Booking Date shall be treated as part payment of the Booking Amount and this Booking Form shall become effective only upon receipt of the Booking Amount in full by the Seller. The Booking Amount (including any advance payment) will be deemed to be received only upon realization, irrespective of any delay on the part of the Seller in cashing or depositing any payments.
- 2 Post-dated cheques (in respect of all installments) to be issued and delivered by the Purchaser to the Seller on the Booking Date. In respect of a non-resident Purchaser, such other form of payment as acceptable by the Seller, shall be provided by the Purchaser.
- 3 In the event that the construction milestone relating to any of the subsequent instalments is not achieved by the associated completion milestone Payment Date, the Seller shall not encash the associated post-dated cheque until such time as the respective milestone is achieved.
- 4 Completion Date means the date upon which the Property is completed substantially in accordance with the Property plans as confirmed through certification by the consultant of the Project to the Seller that the Property is completed.

**PART B - TERMS AND CONDITIONS**

Pursuant to the Purchaser's request to the Seller to reserve the above-mentioned Property, the Purchaser undertakes to adhere to the following terms and conditions, which are to be read in conjunction with the Particulars contained in Part A of this Booking Form.

1. The first Purchaser and any additional Purchasers (if applicable) will hereinafter be referred to as the "**Purchaser**" collectively. Joint Purchasers will be jointly and severally liable under the terms and conditions of this Booking Form. Where there is more than one Purchaser, any notice properly served on the first Purchaser named in this Booking Form shall be deemed to have been properly served on all of the Purchasers.
2. This Booking Form including its terms and conditions is intended to serve as a confirmation of interest by the Purchaser to purchase the Property in accordance with the terms and conditions contained in the SPA (as defined below).
3. The Purchaser shall deliver to the Seller a current dated cheque or an electronic payment in the sum of the Booking Amount and post-dated cheques towards the subsequent instalments indicated in the Payment Schedule above, issued by a NIGERIA licensed bank (or issued by any other bank or financial institution that may be agreed in advance with the Seller) in the name of the Seller on the Booking Date. In respect of a non-resident Purchaser, the Seller may accept such other form of payment that is agreeable to it in lieu of current and post-dated cheques. All payments towards the Purchase Price and any other amount payable pursuant to this Booking Form shall be paid by the Purchaser to the Seller in NAIRA, unless otherwise agreed by the Seller in writing, free of any fees, costs, expenses, exchange rate differences, bank charges, credit card transaction charges, taxes (including value added tax) or levies imposed by any authority from time to time and without any deduction or set-off, and in the manner provided for in the Payment Schedule so that cleared funds are received by the Seller by the relevant Payment Date. If any cheque issued by the Purchaser is dishonored, a fee of \_\_\_\_\_ shall be charged to the Purchaser for each dishonored cheque (to cover administrative costs) in addition to the Delay Amount (as defined below).



4. In the event any sum due to the Seller in respect of any amount payable pursuant to this Booking Form is not paid on the specified due date, notwithstanding any other right of the Seller under this Booking Form, the Seller shall have the right to claim compensation at the rate of two percent (02%) per month on the amount due and outstanding ("**Delay Amount**"), both before and after any judgement, from the due date for payment to the date

on which payment is made, as pre-estimated liquidated damages, which the Purchaser expressly agrees is a true and reasonable pre-estimate of the damages that will be suffered by the Seller as a result of the Purchaser's default. The Delay Amount shall accrue on a daily basis and shall be compounded on the last day of each month.

5. The Purchaser shall provide all the documents specified in this Booking Form, to the satisfaction of the Seller and/or the DLD, no later than fourteen (14) days from the Booking Date.
6. Full terms and conditions relating to the sale and purchase of the Property shall be contained in a definitive sale and purchase agreement to be issued by the Seller in its standard format (as may be amended from time to time), with related documents as may be required pursuant to the Applicable Laws (collectively, the "SPA").
7. The Seller shall provide the Purchaser with the SPA as soon as reasonably practicable after the Booking Date. The Purchaser shall return the duly executed SPA to the Seller within fourteen (14) days of delivery of the SPA to the Purchaser. Upon execution, the SPA shall supersede this Booking Form and shall constitute the only contract between the parties in respect of the sale and purchase of the Property. Until such time as the SPA is executed by the parties, this Booking Form shall constitute the binding agreement between the parties in respect of the sale and purchase of the Property, and insofar as it is capable of being registered in the interim real estate register of the DLD ("**Interim Register**"), this Booking Form may be registered in the Interim Register at the discretion of the Seller.
8. Until such time as the SPA has been duly executed by the parties, the Purchaser shall make all payments required in accordance with this Booking Form.
9. The Purchaser agrees to comply with any directions and shall execute any further documents and shall do all such other things as the Seller or any relevant authorities including DLD, may reasonably require in order to effect the sale and purchase of the Property in accordance with the terms of this Booking Form and/or the SPA.
10. In the event:
  - (i) the Purchaser does not wish to proceed with the purchase of the Property; or
  - (ii) the Purchaser does not pay the Booking Amount in full and/or fails to provide the complete documentation required pursuant to this Booking Form to the satisfaction of the Seller and/or the DLD within fourteen (14) days from the Booking Date; or
  - (iii) the Purchaser does not deliver the executed SPA to the Seller within fourteen (14) days of the date of delivery of the SPA to the Purchaser; or
  - (iv) deposit of any instalment payment into the account provided by the Seller in due course, is not realized within fourteen (14) days of the Seller's notice in writing to the Purchaser that such payment is due, then the Seller, without waiving or prejudicing any of its rights under civil and criminal law, at its option, may cancel this Booking Form and sell the Property to any third party purchaser, and the Seller, notwithstanding any provision in this Booking Form, shall be entitled to retain the Booking Amount (including retaining any intermediate advances, if any, paid by the Purchaser) and any post-dated cheques for any instalment due under the Payment Schedule, up to the limit prescribed under the Applicable Laws as pre-estimated liquidated damages (the "**Compensation**"), which the Purchaser expressly agrees is a true and reasonable pre-estimate of the damages that will be suffered by the Seller as a result of the Purchaser's default. The Purchaser shall be liable to compensate the Seller to the extent that any amounts paid by the Purchaser to the Seller up to the date of cancellation of this Booking Form are insufficient to cover the Compensation. Similarly, the Seller shall refund excess amounts, if any, after deducting such Compensation, to the Purchaser. The Purchaser acknowledges that the Compensation shall be in addition to the Delay Amount mentioned in Clause 4 and shall become due and payable immediately by the Purchaser to the Seller upon the occurrence of any default under this Clause and recoverable as a commercial debt. No notice is required to be given by the Seller and no court order is required for such cancellation to be effective and the Compensation to be recovered. Any receipts issued by the Seller to the Purchaser in relation to the Booking Amount or any of the instalment shall immediately stand cancelled and be of no legal force or effect.
11. When requested by the Seller, the Purchaser shall pay all costs, fees and charges including:
  - (i) an amount equal to 4% of the Purchase Price (the "**Registration Fees**") as may be amended from time to time pursuant to the Applicable Laws, when freehold title to the Property is pre-registered in the Interim Register in the Purchaser's name; and
  - (ii) the DLD transfer fee currently calculated at four percent (4%) of the resale price, as may be amended from time to time pursuant to the Applicable Laws, for any subsequent sale of the Property by the Purchaser to a third party purchaser (unless agreed otherwise by the Purchaser with such third party purchaser), and any other costs, fees, charges and (penalties, if any, due to the Purchaser's default) that may be levied by the DLD the **Oyo State Ministry of Lands, Housing and Urban Development**, the **Oyo State Geographic Information Service (OYOGIS)**, and any other relevant authorities in Oyo State in respect of or incidental to the pre-registration, registration, transfer, or other dealings with regards to the Property.
  - (iii) Notwithstanding any Applicable Laws, the Purchaser shall be solely liable for and pay the full Registration Fees, as may be varied from time to time.

The Purchaser hereby acknowledges that the DLD may impose a penalty (currently set at four percent (4%) of the Purchase Price) (with the effect of doubling the Registration Fees) in case of the Purchaser's failure to pay the applicable Registration Fees and provide all his/its documents required to be filed with



the DLD (including but not limited to identification documents of the Purchaser) within sixty (60) days from the date of the Seller's request. In order to ensure such penalties are not imposed, the Purchaser shall provide to the Seller all applicable Registration Fees and required documents within the time limit stipulated in this Booking Form. If the Seller does not receive all such Registration Fees in full and all such documents in form and substance satisfactory to the DLD within the said time limit from the Purchaser, then the Purchaser agrees that he/it is liable to pay upon demand any such penalty as may be imposed by the DLD. Further, the Seller reserves the right to set off any sum towards such Registration Fees (including the penalty, if any) and all other ancillary and incidental expenses, for registration of the Property in the name of the Purchaser in the Interim Register, from the amounts paid by the Purchaser and lying in the account provided by the Seller and the Purchaser shall not make any claim whatsoever against the Seller in this regard. The Purchaser shall also be required to provide to the Seller on demand any information or documents in form and substance satisfactory to the DLD to effect any registration/cancellation. The Purchaser hereby agrees to indemnify and hold harmless the Seller against all costs, expenses, losses and other liabilities



of any description, including without limitation any actions taken by any authorities, that may be suffered or incurred by the Seller as a result of the Purchaser's default in this Clause 11, without any limitation in time.

12. This Booking Form is personal to the Purchaser and the Purchaser may not at any time assign or transfer this Booking Form or any of his/its rights and obligations under this Booking Form to any third party without obtaining prior written consent of the Seller (which consent shall not be unreasonably withheld) provided the Purchaser at the time of requesting such consent, has executed the SPA, settled forty percent (40%) of the Purchase Price and settled the next instalment payment due pursuant to the Payment Schedule. The Purchaser will also be required to pay an administrative fee of \_\_\_\_\_ to the Seller. If granted, the Seller's consent shall be given pursuant to a written assignment of the SPA in a form acceptable to the Seller (in its sole discretion), executed by the parties and such third party.
13. The Seller may assign this Booking Form in favour of any affiliate or group company by serving written notice of assignment to the Purchaser. The Purchaser hereby consents to any such assignment and/or any change of shareholding in the Seller and/or its parent company in accordance with Applicable Law, and no further consent from the Purchaser shall be required, except to the extent required by the Applicable Laws.
14. The Seller may, in its sole and absolute discretion, change the account for holding of the Booking Amount and any other payment and transfer the funds contained therein to another bank or financial institution duly licensed in the NIGERIA pursuant to the Applicable Laws, and the Purchaser hereby unconditionally consents to any such transfer and no further consent from the Purchaser shall be required.
15. The Purchaser confirms undertakes and warrants:
  - 15.1 that the Purchase Price and all other amounts payable pursuant to this Booking Form, are derived from legitimate sources and are not related to proceeds of crime or money laundering either directly or indirectly or through illegal means of any nature and that he/it shall strictly comply with the anti-money laundering requirements under the Applicable Laws including the Foreign Account Tax Compliance Act (if applicable) in respect of payment of the Purchase Price and all other amounts payable pursuant to this Booking Form;
  - 15.2 that the information and/or documents provided by the Purchaser pursuant to this Booking Form, including any KYC details, are accurate and valid and it/they shall provide further any such information and/or documents as may be reasonably required by the Seller and/or as per the Applicable Laws and it/they shall keep the Seller informed at all times if there is any change in the information and/or documents provided; and
  - 15.3 that it shall always remain compliant with the applicable laws, by-laws, and implementing regulations on sanctions and financial crimes as issued by the relevant authorities of the **Federal Republic of Nigeria**, including but not limited to the **Economic and Financial Crimes Commission (EFCC)**, the **Nigerian Financial Intelligence Unit (NFIU)**, the **Central Bank of Nigeria (CBN)**, and any other designated regulatory or enforcement agency ("Sanctions Authority"). For the purposes of this Booking Form, "Sanctions" means any applicable financial or economic sanction, restriction, or directive administered or enforced by a Sanctions Authority. The Purchaser further undertakes that:
    - 15.3.1 neither the Purchaser, nor any director or officer or authorized representative or power of attorney holder (as applicable), is a Sanctioned Person; and
    - 15.3.2 the Property shall not be used by the Purchaser for any activities, business, transactions, or dealings with, or for the benefit of any Sanctioned Person or in any Sanctioned Country, unless permitted by applicable Sanctions.
- For the purposes of this Booking Form, the "Sanctioned Person" and the "Sanction Country" are as what is defined by the Sanctions Authority.
- 15.4 that it shall indemnify and hold harmless the Seller against all costs, expenses, losses and other liabilities, including without limitation any actions taken by any authorities, that may be suffered or incurred by the Seller as a result of the Purchaser's breach of any undertaking and warranty as set out in this Clause 15 being untrue, without any limitation in time.
16. The Purchaser acknowledges that the Master Community in which the Property is located is under development. The development of the Master Community shall be governed by and subject to a master plan as amended from time to time ("**Master Plan**") and the Purchaser acknowledges that the Master Plan is subject to change.
17. The Purchaser acknowledges that the saleable area of the Property as stated in the Particulars, being sold and registered at the DLD shall be the net area of the Property, as confirmed by DLD, in accordance with Applicable Laws.
18. The Property Details (as set out in the Particulars) as well as the designs, drawings, plans and layout of the Property are subject to change by the Seller at any time prior to the Purchaser delivering the executed SPA to the Seller. Should there be a variation in the saleable area of the Property from the saleable area stated in this Booking Form, the Purchase Price shall be recalculated in accordance with the Applicable Laws and/or the approval of the relevant authorities.
19. For non-residential property, the Purchaser is aware that the Property shall be delivered on a "Shell and Core" basis only and that the Purchaser or his/its tenants, authorized users shall obtain all required approvals and licenses from the relevant authorities as applicable to the Permitted Use and shall bear all costs and expenses as may be required in order to prepare and use the Property for the Permitted Use. The Purchaser shall be liable to bear all costs, expenses, levies, taxes including value added tax on the Purchase Price and any other amount payable pursuant to this Booking Form in accordance with the Applicable Laws.
20. The Purchaser undertakes that this Booking Form is legally binding on the Purchaser and is in no way subject to or dependent upon the Purchaser's ability to secure a mortgage loan or finance from a bank or any third party.



21. Any change, addition, deletion of a joint purchaser, within the immediate family members of the Purchaser shall be subject to prior written approval of the Seller and will be subject to the payment of the prevailing administrative fees and signing of any such documents as may be required by the Seller and/or the DLD.
22. The Purchaser is required to pay an administrative fee(s) to the Seller for any change in the particulars of the Purchaser after the signing of the Booking Form, which shall be subject to the prior written approval of the Seller.
23. The Purchaser hereby represents and warrants that the Purchaser has not done any tele meeting or visited the site/ any Seller's office and has done the registration in last fifteen (15) days with any other referring party/booking source, except as set out in Part A. In an event, if the Seller identifies the breach of such



representation and warranty, then the Seller reserves the right [but no obligation] to amend or issue a new booking form with the original referring party/booking source. If the Purchaser fails to sign the amended/ new booking form as issued by the Seller within four (04) days, then the Seller reserves the right to terminate/cancel this existing booking form including forfeiture of the amount paid till date.

24. Any notice or demand of any nature which either party to this Booking Form may serve upon the other party, shall be in writing addressed to the other party and if sent by the Seller addressed to the first Purchaser only and shall be served by delivering it to the address, email address or fax number as set out on in Part A - Particulars of this Booking Form or to such other address, email address or fax number as may be notified in writing by either party.
25. The Purchaser undertakes that the execution of the Booking Form does not grant the Purchaser any priority interest or other rights in the Property and this Booking Form may be cancelled by the Seller at any time prior to the signing of the SPA by the Seller, provided that any amounts paid by the Purchaser, towards the Purchase Price, prior to the date of such cancellation shall be refunded to the Purchaser without interest. The Purchaser shall have no claim or action against the Seller for compensation in relation to any such cancellation of the Booking Form.
26. This Booking Form is intended solely for the benefit of the parties hereto and is not intended to confer any benefits upon, or create any rights in favour of, any person other than the parties hereto.
27. This Booking Form shall supersede all previous verbal or written negotiations, agreements and documents (including any Expression of Interest) entered into between the parties, until execution of the SPA.
28. This Booking Form shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria. In the event of any dispute arising out of or in connection with this Booking Form, including any question regarding its existence, validity, or termination, the parties shall first attempt to resolve such dispute amicably. If amicable resolution fails, the dispute shall be submitted to the exclusive jurisdiction of the courts of the Federal Republic of Nigeria. For the avoidance of doubt, the laws and courts of any foreign jurisdiction shall have no application or authority over this Booking Form.
29. "Applicable Laws" means all relevant and enforceable laws, rules, regulations, guidelines, by-laws, and policies applicable within the Federal Republic of Nigeria, including but not limited to laws governing real estate transactions, land ownership and registration, urban and regional planning, value-added tax (VAT), property development, and the management, administration, and maintenance of common areas and facilities. This shall include, but not be limited to, the Land Use Act (1978), the Federal Inland Revenue Service (Establishment) Act, the Companies and Allied Matters Act (CAMA), relevant state property laws (including those of Oyo State or any other applicable state), and any other regulations, circulars, directives, or orders issued by competent authorities, as may be amended, replaced, or supplemented from time to time.

I/We, the above-named person(s), hereby agree to be bound by the terms and conditions contained in this Booking Form and apply to reserve the Property. I/We hereby confirm that the details provided by me/us in this Booking Form are true and accurate in all respects.

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**Signature of Primary Applicant/Authorized Signatory**

Stamp (In case of Corporate Purchaser):

**Accepted by Seller:**

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**Signature of Seller's Sales Manager**

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**Signature of Seller's Sales Head**





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Signature of Seller's Representative

Stamp:

#### **PURCHASER SUPPORTING DOCUMENTS**

<b>Individual Purchaser</b>	Passport Copy, Visa Copy in case of Nigerian Resident, Power of Attorney (if any), non-residency letter (if applicable) Such other documentation as the Seller and/or the DLD may reasonably request
<b>Corporate Purchaser</b>	
<b>For companies incorporated in the NIGERIA</b>	Registration License Passport Copy of Authorized Signatory with relevant authorization to sign on behalf of the company Such other documentation as the Seller and/or the DLD may reasonably request
<b>For companies incorporated in permitted jurisdictions</b>	Certificate of Incorporation Memorandum & Articles of Association Certificate of Good Standing and Certificate of Incumbency (not older than five (5) days) Passport Copy of Authorized Signatory with relevant authorization to sign on behalf of the company Such other documentation as the Seller and/or the DLD may reasonably request.

**Sales Manager:**

**Sales Head:**