

GIONI HOMES

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of the _____ day of _____ by and between **OWOLABI ADEJONWO PROPERTY AND INVESTMENT COMPANY LTD (T/A GIONI HOMES)**, a Nigerian Liability Company whose registered address is at KM37 Lekki Epe Expressway, Lakowe, Ibeju Lekki, Lagos (“Seller” – which expression shall where the context so admits include its successors-in-title and assigns) of the one part, and _____, a _____ whose registered address is at _____ whose registered address is at _____ Lagos, Nigeria (“Purchaser” – which expression shall where the context so admits includes its successors-in-title and assigns) of the other part.

2. DESCRIPTION OF THE PROPERTY

Seller hereby agrees to sell, assign and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, all of Seller’s right, title and interest including all of Sellers voluntary trusts and covenants in and to the following:

1. The **SELLER** desirous of embarking on a massive housing project and construction under the National Housing Scheme.
 2. That pursuant to the foregoing, the **SELLER** applied to the Lagos State Government for allocation of land and vide a letter referenced NTD/GM/232/9 and dated 12th day January, 2005 the Lagos State Government under the hands of the General Manager, New Town Development Authority N.T.D.A (acting for and on behalf of the Executive Governor of Lagos State) granted an allocation of 50 (FIFTY) HECTARES of Land to the **SELLER** within the Lagos State Government Lakowe/Lagasa Village excision scheme.
3. The **SELLER** in practical demonstration of its determination and serious intent has to date embarked on the building and construction of several house types and infrastructures to be spread out on the land hereinafter called Gioni Homes.
4. Acutely conscious of the requisite regulatory requirement, the **SELLER** became a corporate member of the Real Estate Development Association of Nigeria (R.E.D.A.N) with membership certificate No 0065 duly authenticated by the former Executive Governor of Lagos State, ALHAJI L.K. JAKANDE formally endorsing the

5. Real Estate development activities of the **SELLER** and its formal affiliation with the National Housing Programme.

6. The purchaser having evinced a willingness and readiness to buy and purchase a on an approximate Land Space measuring an area of Square meters as edged and delineated on the survey Plan No..... Dated and Prepared by Licensed surveyor with beacon No's _____, _____, _____, and edged red (hereinafter called housing unit) within **GIONI HOMES** and the **SELLER** has agreed to sell same for the use and occupation of the **PURCHASER** on the terms and conditions hereinafter appearing have both mutually agreed to enter into this **PURCHASE AND SALES AGREEMENT**.

S3. THE PURCHASE PRICE

1. The total Sale Price for the aforesaid housing unit is ~~₦35million~~ **(THIRTY FIVE MILLION NAIRA ONLY)**.

2. The **PURCHASER** will make down/initial payment of N1 million (One Million Naira only) as a commitment fee which is non-refundable to exercise her willingness and seriousness to purchase the property.

The **PURCHASER** is given an allocation offer letter for the agreed property and allowed an agreed period of time of a maximum period of 90 days to make a payment of 30% of the purchase price of the property and the balance spread over an agreed period with the **SELLER** not exceeding 10(Ten) calendar years. This repayment plan will be calculated and expected to be paid on a quarterly basis or otherwise stated as agreed between both parties.

3. The **SELLER** hereby agrees that the housing unit will be handed over to the **PURCHASER** upon the payment of the aforesaid down/initial deposit of **₦10.5m (TEN MILLION FIVE HUNDRED NAIRA ONLY)**.

4. The **SELLER** shall at the request of the purchaser execute, sign and endorse all relevant and requisite document as well as supply all information necessary for transferring good and valid title concerning the housing unit to and unto the purchasers after the full and final payment of the **₦35million (THIRTY FIVE MILLION NAIRA ONLY)** purchase price of the demised property.

5. The **SELLER** covenants with the **PURCHASER** that the **PURCHASER** shall enjoy quiet and peaceable possession of the housing unit free from all encumbrances.
6. The **PURCHASER** hereby undertakes to comply with all reasonable bye-laws and regulations made by the **SELLER** from time to time to deal with the administration of Gioni Homes provided they do not prevent the **PURCHASER'S** enjoyment of the right demised by the **SELLER** and to comply with all local government and statutory rules or regulations affecting the use and occupation of the housing unit.
7. The **PURCHASER** shall be responsible for and discharge all expedient fee for the preparation and engrossment of this purchase and sale agreement also known as legal fee as assessed as well as the agency fee which is hereby assessed both of which will be paid and become payable by the purchaser on endorsement of this purchase and sales agreement.
8. The **PURCHASER** also agrees not to make any addition or alteration to the said housing unit without submitting the plans of such addition or alteration to the **SELLER** for vetting and clearance to ensure compliance with the terms in these presents and to obtain the approval of the appropriate authorities for the said addition or alteration.
9. The **PURCHASER** also hereby agree with the **SELLER** to pay from time to time and on demand a proportionate part of the cost of providing and maintaining any Gioni Homes' services provided by the **SELLER** which may include among others street lighting, cleaning and waste disposal, maintenance of the lawn, garden, parks and the general horticulture of Gioni Homes, security and general management of Gioni Homes.
10. In the event of a default by the **PURCHASER** to make as at when due any payment or any part of the Purchase price, the **SELLER** shall be entitled to give the **PURCHASER** notice of such default requiring that said payment be made within 14 days. If the **PURCHASER** remains in default of such payment the **SELLER** shall be entitled to deem this contract as terminated upon the **PURCHASER'S** default, to treat same as terminated for all purposes save for the recovery by the **SELLER** of remedies provided herein or otherwise.

4. **TITLE**

The Seller will upon receipt of full and total purchase price execute a Deed of Sub-Lease in the form prescribed in the Schedule Hereto in the name of the Purchaser so as to facilitate the transfer and registration of Purchaser's title or interest.

5. **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller represents and warrants to Purchaser that the following matters are true and correct as of the Closing:

- i) Seller is a corporation, duly formed, validly existing and in good standing under the laws of Nigeria.
- ii) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser will be, duly authorized, executed, and delivered by Seller and are or will be, as applicable, legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and will not violate the material provisions of any agreement to which Seller is a party or to which it is subject.
- iii) To Seller's Actual Knowledge, Seller has received no written notice of any actions, suits or proceedings, pending or threatened, before any judicial, administrative or other governmental authority with respect to the Property (or any portion thereof), including without limitation, any eminent domain or condemnation proceedings affecting any portion of the Property.
- iv) To Seller's Actual Knowledge, Seller has received no written notice from any governmental authority that the Property or any matter thereon is in violation of the laws, rules and ordinances applicable to the Property, which violation has not been corrected prior to the date of this Agreement.

For purposes of this Agreement and each of the documents executed in connection herewith, "Seller's Actual Knowledge" will specifically mean and be limited to the actual knowledge, without any duty or inquiry or independent investigation on the part of Seller or any of its officers. Also as used in this Agreement, the phrase "Seller has received no written notice" with respect to an event or a situation will specifically mean that no officer of the Seller has Actual Knowledge of Seller having received the subject written notice. The representations and warranties of Seller set forth in this Section will survive the execution of this agreement for a period of three (3) months,

and any representation or warranties of Seller must be commenced, if at all, prior to the expiration of such three month period.

6. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF PURCHASER**

Purchaser represents and warrants to Seller that the following matters are true and correct as of the Closing:

- i) This Agreement is, and all the documents executed by Purchaser which are to be delivered to Seller will be, duly authorized, executed and delivered by Purchaser and are or will be, as applicable, legal, valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium and other principles relating to or limiting the right of contracting parties generally), and will not violate the material provisions of any agreement to which Purchaser is a party or to which it is subject.
- ii) Purchaser acknowledges that (i) prior to the Closing, Purchaser will have had the opportunity to investigate all physical, legal and economic aspects of the Property and to make all inspections and investigations of the Property which Purchaser deems necessary or desirable to protect its interests in acquiring the Property, including, without limitation, investigation of land use and development rights, development restrictions and conditions that are or may be imposed by government agencies and except as otherwise expressly set forth in this Agreement, neither Seller, nor anyone acting for or on behalf of Seller, has made any representation, warranty, promise or statement, express or implied, to Purchaser, or to anyone acting for or on behalf of Purchaser, concerning the Property, the use or development thereof or the financial situation of any tenants of the Property. Purchaser has not relied on any representation, warranty, promise or statement, express or implied, of Seller, or anyone acting for or on behalf of Seller, other than as expressly set forth in this Agreement, and that all matters concerning the Property have been or will be independently verified by Purchaser prior to the execution hereof, and that Purchaser will purchase the Property on Purchaser's own prior investigation and examination.

- iii) Property (or Purchaser's election not to do so); AND, THAT PURCHASER IS PURCHASING THE PROPERTY IN AN "AS IS" CONDITION. Purchaser does hereby waive, and Seller does hereby disclaim, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, including, by way of description but not limitation, those of fitness for a particular purpose and use, or habitability.
- (iv) Purchaser shall not have right to assign the property before the full payment of the purchase price except with the written consent of the Seller, which consent shall not be unreasonably withheld.

7. **DELIVERY OF DOCUMENTS**

- i) Seller has delivered or will deliver to Purchaser within Sixty (60) business days after execution of this Agreement as duly executed Sub Lease Agreement concerning the Land.
- ii) Purchaser acknowledges and agrees that the foregoing deliveries, and the delivery of any other material or documents to Purchaser, have been made by Seller to accommodate and facilitate Purchaser's investigations relating to the Property, and that Seller makes no representations or warranties of any kind regarding the accuracy or thoroughness of the information contained in the materials delivered to Purchaser.

8. **CONFIDENTIALITY**

- i) Purchaser agrees that it will keep confidential the information contained in the materials provided for inspection by Seller pursuant to this Agreement, and will not disclose such information to any third parties; provided, however, Purchaser will have the right to provide such information to its lenders, consultants (including Purchaser's architects and engineers), attorneys and prospective investors in connection with Purchaser's acquisition of the Property under the following conditions:
 - (a) Purchaser will instruct the aforesaid parties to maintain the confidentiality of such information;
 - (b) At the written request of Seller, Purchaser will promptly inform Seller of the identity of each party to whom such information is furnished and when such information was furnished to each party; and
- ii) Purchaser will instruct such parties to return to Seller all copies and originals of any documents relating to the Property upon Seller's written request.

- iii) If the transaction contemplated by this Agreement is not consummated for any reason, Purchaser promptly will return to Seller, and instruct its representatives, consultants, attorneys, and prospective investors to return to Seller, all copies and originals of information and materials previously provided for inspection by Seller to Purchaser. This Section 8 will cease to apply to Purchaser upon the Closing of the purchase and sale contemplated by this Agreement.

9. **CONDITIONS PRECEDENT**

The following are conditions precedent to Seller's obligation to consummate the purchase and sale transaction contemplated herein (the "Seller's Conditions Precedent"):

- i) The Purchaser has acknowledged and holds himself bound by all restrictive covenants and conditions declared by Seller in respect of **THE PROPERTY** which are for the general benefit of the entire development and that of its inhabitants.
- ii) The Purchaser has acceded to the management of Gioni Homes by the Seller or by Managers appointed by the Seller and its liability for cost of services provided by them.
- iii) The Purchaser has acceded to all general planning, urban and the community regulations and to the uniform provision of electrical, water and other utility services as may be prescribed by the Seller its affiliates, agents or nominees before closing.
- iv) The Purchaser has acceded to any other agreement or undertaking reasonably required by the Seller to facilitate uniform and orderly management of the entire development and its infrastructure and to pay its commensurate part of related and assessed costs.
- (v) The Purchaser has paid in full sums prescribed herein.

10. **COVENANTS OF SELLER**

Seller hereby covenants with Purchaser after the date hereof and prior to the Closing, so long as this Agreement remains in full force and effect and so long Seller has no good faith reason to believe that there exists a breach or default by Purchaser hereunder, no part of the Property, or any interest therein, will be sold or otherwise transferred without Purchaser's consent.

11. **CLOSING STOCKS**

Purchaser will pay the legal fees for drafting of this agreement, the Deed of Sublease, Perfection and Consent fees and taxes thereon whose value or the formula thereof is listed hereafter:

- (a) Telephone and Telecommunications Connections: As assessed
- (b) Water Connection: As assessed
- (c) Electricity Connection: As assessed
- (d) Legal fees: N600,000
- (e) Consent fees: 5% of the value of the purchase price of the property to Lagos State Government
- (f) Land Charges: 5% of the value of the purchase price of the property of Lagos State Government
- (g) Costs of his own Counsel

12. **DEFAULT**

- i) Purchaser hereby acknowledges that the timely sale of the Property is of paramount importance to Seller, whether to Purchaser or to another party. In acknowledgement of Seller's concern, and as a material inducement to Seller to enter into this Agreement with Purchaser and specifically in consideration of the terms set forth in this Agreement, Purchaser hereby waives any and all rights that Purchaser may otherwise have been applicable law, based upon the performance or non-performance of any of the parties hereto, that may impact upon Seller's ability to sell the Property to another party in the event the sale contemplated herein is not consummated. Without limiting the generality of the foregoing, Purchaser hereby specifically waives any and all rights it may have (i) to record a notice of pendency of action or a lispendens in any form or any other similar lien against the Property, (ii) to initiate or prosecute any action or to seek any legal or judicial remedy for specific performance of this Agreement or any provision contained herein or for any injunction or similar remedy, (iii) to record a memorandum or similar evidence of this Agreement against the Property, or (iv) to record or file or otherwise make a matter of public record any other documents or perform any other act which may impede Seller's ability to timely transfer, sell or convey the Property to any other party (it being acknowledged that the filing of an action against Seller for a breach of its obligations hereunder will not be deemed to materially impede the transfer of the Property so long as such action does not include an action for specific performance, injunctive relief or a lien against or with respect to the Property). Notwithstanding the foregoing, Purchaser will retain all other rights and remedies available to Purchaser at law or in equity which are not

specifically waived herein; provided, however, in an action for actual damages, Purchaser will be limited to recovering its actual damages, Purchaser will be limited to recovering its actual damages but not any consequential or punitive damages.

- ii) IF PURCHASER FAILS TO COMPLETE THE PURCHASE OF THE PROPERTY FOR ANY REASON OTHER THAN SELLER'S DEFAULT OR FAILURE OF A PURCHASER'S CONDITION PRECEDENT, TEN PERCENT (10%) OF ALL DEPOSITS PAID TO DATE WILL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY PURCHASER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN AND THAT THE AMOUNT OF THE DEPOSIT PLUS ANY INTEREST ACCRUED ON THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES.

SELLER'S INITIALS: _____

PURCHASER'S INITIALS: _____

13. **BROKER'S COMMISSION**

- i) Purchaser represents and warrants to Seller that no brokerage commission, finder's fee or other compensation is due or payable with respect to the transaction contemplated herein arising out of any action or representation by Purchaser.
- ii) Purchaser hereby agrees to indemnify, defend and hold the Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by such party by reason of any breach or inaccuracy of the representations and warranties contained in this Section.

- iii) Seller represents and warrants to Purchaser that no brokerage commission, finder's fee or other compensation is due or payable with respect to the transaction contemplated herein arising out of any action or representation by Seller. Seller hereby agrees to indemnify, defend and hold the Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, attorneys' fees and costs) incurred by such party by reason of any breach or inaccuracy of the representations and warranties contained in this Section.
- iv) The provisions of this Section will survive the Closing.

14. **GOVERNING LAW**

This agreement will be governed by and construed and interpreted in accordance with the laws of Nigeria.

15. **MISCELLANEOUS**

- i) Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power or authority to bind the party on whose behalf he, she or it executing this Agreement to the terms hereof.
- ii) This Agreement is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement will be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder will be deemed a waiver of any other or subsequent breach.
- iii) This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which when taken together will constitute one and the same instrument. The signature page of any counterpart may be detached there from without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this

Agreement attached thereto. Facsimile signatures shall have the same effect as originals.

- iv) Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.
- v) Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other will be in writing and delivered by personal service (including express or courier service), by electronic communication, whether by telex, telegram or telecopy (if confirmed in writing sent by registered or certified mail, postage prepaid, return receipt requested), or by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective addresses above:
- vi) Any party may change its address for notice by written notice given to the other in the manner provided in this Section. Any such communication, notice or demand will be deemed to have been duly given or served on the date personally served, if by personal service, one (1) day after the date of confirmed dispatch, if by electronic communication, or three (3) days after being placed in the Nigerian post, if mailed.
- vii) The making, execution and delivery of this Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.
- viii) Wherever possible, each provision of this Agreement will be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement will be invalid or prohibited there under, such invalidity or prohibition will be construed as if such invalid or prohibited provision had not been inserted herein and will not affect the remainder of such provision or the remaining provisions of this Agreement.
- ix) The language in all parts of this Agreement will be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and will not govern the interpretation of any of the provisions of this Agreement.

References to “Sections” are to Sections of this Agreement, unless otherwise specifically provided.

- x) In the event that any dispute arises between the parties hereto with regard to any of the provisions of this Agreement or the performance of the terms and conditions hereof by either of the parties hereto, all reasonable and practical efforts shall be made to settle such disputes amicably and in the event of a failure of amicable settlement within 30 days of the declaration of such dispute same shall be settled by arbitration in accordance with the provisions of the Arbitration and Conciliation Act Cap 19 LFN 2004 and Modifications thereto. A final award in such arbitration shall be a condition precedent to exercise of any remedy in any court.
- xi) If any action is brought by either party against the other party, the prevailing party will be entitled to recover from the other party reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defence of such action or any appeal thereof. For purposes of this Agreement, the term “attorneys’ fees” or “attorneys’ fees and costs” means the actual fees and expenses of counsel to the parties hereto, which may include printing, photocopying, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney.
- xii) This Agreement will be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors, and assigns. Neither this Agreement nor any of the rights or obligations of Purchaser hereunder will be transferred or assigned by Purchaser without the prior written consent of the Seller; which consent will not be unreasonably withheld or delayed.
- xiii) Notwithstanding anything to the contrary contained herein, this Agreement will not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Purchaser with respect to the Property to be conveyed as contemplated hereby.

- xiv) This Agreement will not be recorded or filed in the public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

- xv) Seller and Purchaser agree that it is their specific intent that no broker will be a party to or a third party beneficiary of this Agreement or the escrow; and further that the consent of a broker will not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER: _____
By: _____
Name: _____
Its: _____

PURCHASER: _____
By: _____
Name: _____
Its: _____

SAMPLE PURCHASE & SALE AGREEMENT