

PLOT [....] OF FOUNTAIN SPRINGVILLE ESTATE
HANDING OVER CERTIFICATE

With reference to the Plot Sale Agreement dated [...] 200.. and entered into between [.....] as Purchaser (“the Purchaser”) and **H.F.P. ENGINEERING (NIGERIA) LIMITED AND FOUNTAIN SPRINGVILLE ESTATE LIMITED** (‘HFP/FSEL’) as **HFP/FSEL** (“the Plot Sale Agreement”) it is hereby agreed, confirmed and certified as follows:

1. That vacant possession of **Plot [.....]** of the mixed development building scheme known as Fountain Springville Estate (“Fountain Springville Estate”) measuring approximately [...] square meters the boundaries of which is demarcated by Beacon Nos.,, **AND** (‘the Plot’) has on the date hereof been handed over to the Purchaser by **HFP/FSEL** in accordance with the Contract.
2. That **HFP/FSEL** has complied with the provisions of the Plot Sale Agreement subject to the installation of the Infrastructure at Fountain Springville Estate within the period specified in Clause 3.2 of the Contract.
3. With effect from the date hereof the entire risk in and responsibility for the Plot and any development thereon passes to the Purchaser who without prejudice to the generality of the forgoing shall be responsible for securing and insuring the Plot and for all liabilities in respect thereof.
4. The Purchaser acknowledges and accepts that construction cannot commence and no development whatsoever can take place on the Plot without the prior written approval of FSV Maintenance and Management Company Limited or the company for the time being appointed by **HFP/FSEL** to manage and administer the common parts and infrastructure of Fountain Springville Estate (“the Management Company”) of the Architectural Drawings, Setting Out and Foundation stages in respect thereof and unless and until all requisite Government Town Planning and building approvals have been obtained in respect of the proposed construction and/or development.
5. The Purchaser hereby undertakes to ensure that:
 - 5.1 All building materials, vehicles, workers and contractors are kept within the confines and boundaries of the Plot and all construction works are executed in accordance with best practice.
 - 5.2 No obstruction is caused on any of the roads, walkways, drains or gutters at Fountain Springville Estate by the Purchaser’s workers, contractors, vehicles or building materials.
 - 5.3 No activity is carried out on or around the Plot, which is or is capable becoming a nuisance to the common parts of Fountain Springville Estate and/or adjoining plots.
 - 5.4 The driveway or driveways into the Plot are constructed with interlocking paving stones that can easily be removed and replaced in good order whenever it is necessary to lay or maintain electrical, water, communications and other conducting media.
 - 5.5 The fence height does not exceed 2 meters. The front portion of the fence must be 1.2 meters rendered solid block work and 0.8metres iron railings or fancy/perforated/decorative block work. Under no condition/circumstance must the fence be completed with barbed wire, broken bottles, spikes etc.

6. The Purchaser irrevocably undertakes to comply with the Approval Order regulating construction and developments at Fountain SpringVille Estate and acknowledges the absolute right of the Management Company to stop and/or prevent the development of the Plot in breach of the said Approval Order and Construction Regulations or otherwise in breach hereof.
7. The Purchaser undertakes not to tamper with and/or remove any of the boundary pillars of the Plot and to pay for the cost of their replacement in the event that they are removed, damaged and/or destroyed by the Purchaser or any person for whom the Purchaser is responsible.
8. The Purchaser hereby acknowledges the right of the Management Company to demolish and/or remove at the expense of the Purchaser any structure built outside the boundary of the Plot or otherwise in breach of the Approval Order and Construction Regulations applicable to Fountain SpringVille Estate.

AS WITNESS the hand of the representative of **HFP/FSEL** and the hand of the said **Purchaser** or the **Purchaser's** duly authorized representative this day of **200...**

SIGNED

BY:

For and on behalf of _____

HFP/FSEL

IN THE PRESENCE OF:-

NAME:

ADDRESS:

OCCUPATION:

SIGNED BY:

The within named or _____

Or for and on behalf of the **PURCHASER**

IN THE PRESENCE OF:

NAME:

ADDRESS:

OCCUPATION: