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APPLICATION FORM

Star Club Card Membership No.: \_\_\_\_\_

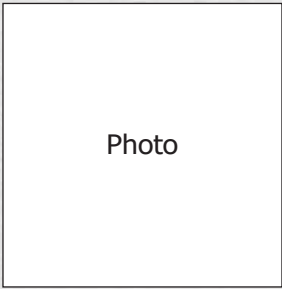
Registration No.: \_\_\_\_\_ Application Form No.: \_\_\_\_\_

Apartment No.:

Floor:

Type:

Size:



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

Father's/Husband's Name: \_\_\_\_\_

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

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

Phone Off. #: \_\_\_\_\_ Res. #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Email: \_\_\_\_\_ NTN #: \_\_\_\_\_

Occupation: \_\_\_\_\_ Age: \_\_\_\_\_ Nationality: \_\_\_\_\_

C.N.I.C. # 

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Passport # 

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Nominee: \_\_\_\_\_ Relation: \_\_\_\_\_

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

I agree to pay regularly the installments and dues etc., and abide by all the existing rules and regulations and those, which may be prescribed by (BANU HAFEEZ) from time to time.

I enclose herewith a sum of Rs. \_\_\_\_\_ by Bank Draft/Pay Order No. \_\_\_\_\_

Dated \_\_\_\_\_ drawn on \_\_\_\_\_ on account of booking of the above Unit.

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

Signature of Applicant



# GENERAL TERMS & CONDITIONS

1. The Apartments will be offered to buyers on first come first served basis. The apartments will be of various sizes in the project.
2. All Pakistani citizens and non-resident Pakistanis living abroad are eligible to apply for Apartments. All applications for booking/allotment shall be submitted on the prescribed form duly filled in and signed by the applicant along with a pay order/demand draft drawn in the name of "M/s Waheed Group of Companies".
3. If a booking holder cancels the booking or allotment of the apartment, the refund of the deposited amount will be made after re-booking the apartment and deducting 15% of the total price as service charges/losses/expenses, within a specified period following the re-booking.
4. The booking holder shall pay Documentation charges, Electricity, Gas, Water connection and maintenance charges as and when demanded by the management. The supply and provision of electricity, water, gas and other services will be subject to fulfilment of all obligations by the Booking holder(s) mentioned herein including payment of utility charges demanded by the Developer if conditions warrant for provision of the same.
5. The Booking holder shall not sub-let, transfer, or sell the apartment to any third party without prior written permission from the Builder. However, the Booking holder may request permission to transfer the apartment after clearing all outstanding amounts due to the Builder as of the date of the proposed transfer. The Booking holder must submit a formal request for this transfer and provide evidence of clearance of all dues. Consent for the transfer is at the Builder's discretion and subject to compliance with the agreed terms of this agreement.
6. The schedule fixed for each installment payment is the essence of the contract. The Booking Holder is obligated to pay the monthly installments without cessation under any circumstance. It is understood and agreed that the completion of the project is directly proportional to the timely payment of these scheduled installments. Delays or defaults in payment will impact the project's progression and are not permissible. If the payment is not received within the stipulated period, BANU HAFEEZ shall be fully entitled and empowered to cancel the booking of the apartment. In such an event, the amount received by BANU HAFEEZ from the Booking holder up to that time will be refunded only when the said apartment is re-booked by a new buyer. Upon such re-booking, the refund will be processed after deducting 15% of the total price of the apartment as service charges/losses/expenses.
7. In case of change of address or contact number, the Booking holder shall inform the Company in writing about the change within seven (7) days. In case of recovery, default or cancellation, the address mentioned in the application form shall be treated as the final address.
8. The booking holder shall abide by the existing rules and regulations prescribed by the BANU HAFEEZ, RDA, and other concerned authorities.
9. The BANU HAFEEZ will endeavor to complete and deliver the project within the targeted period. However, in the event of Force Majeure occur in the opinion of the Developer, it shall have the liberty to extend the completion date and give the booking holder a revised completion date as the completion date given, declared, proclaimed or announced means and includes the date given or any extended date given or any extended date due to any event beyond the control of developer which includes but is not limited to Acts of God, war (declared or undeclared), civil commotion, natural disasters, hostilities, fire, flood, earthquake, explosions, blockades, or any other causes beyond the control of BANU HAFEEZ, the Builder also reserves the right to abandon the whole or part of the project. In such an eventuality, BANU HAFEEZ will refund the installments received from the Booking holder within six (6) months from the date of the announcement made to this effect. It is expressly understood and agreed by the Booking holder that in the case of project abandonment due to Force Majeure, they will not claim interest, damages, or compensation of any nature whatsoever from BANU HAFEEZ.
10. The booking of all units shall be provisional until full and final payment along with additional charges levies, fees etc. has been paid to the Developer and final Sale Agreement, terms and conditions for the maintenance signed by the Booking holder(s) and final possession letter issued by the Developers.



11. In case of a delayed payment from the booking holder, a late payment surcharge of 0.05% per day will be levied on the payable amount by BANU HAFEEZ, without prejudice the rights of the Developer to cancel the allocation/allotment/booking. It is further agreed and undertaken by the booking holder(s) that he/she shall not at all object to such cancellation, resulted due to default in payment of instalments as per schedule and its consequences or financial repercussion and shall not insist or claim levy of penalty instead of cancellation of his/her unit as it shall be the absolute and exclusive right of developer to determine the same. In case of cancellation of his/her unit, all rights of the Booking holder(s) shall be ceased, therefore, the Developer shall have the right to deal with the unit as it deems fit.
12. In case of a joint ownership/allocation, booking holder(s) shall be liable jointly and severally to fulfil and discharge all obligations applicable on the subject and breach of any condition by anyone of them, the developer shall be at liberty to recourse and redress against anyone or all the Booking holder(s) as he deems fit and proper.
13. The possession of the unit shall remain with the Developer until full and final payment made by the booking holder(s) towards the Sale price of the unit together with all the service a utility charges, additional charges, fees, expenses and levies etc. in connection with the utilities and all documentation in terms hereof.
14. The booking holder(s) shall take over physical possession of the unit within 30 (Thirty) days from the issuance of intimation letter of possession by the Developer subject to clearance of all outstanding dues/charges, execution of final sale agreement and acceptance of terms and conditions of maintenance agreement by the Booking holder(s). In case of delay in taking over possession by the booking holder(s), the developer shall charge an additional fee for taking care of booking holder(s) unit. However, the Developer shall not liable to any loss or damages to the unit and/or fixtures, fittings therein, due to theft, malicious tactics, natural/climatic occurrences, antisocial activities, riots and forced/illegal occupancy. All such losses or damages shall be made good by the Booking holder(s) without any recourse about claims to the Developer.
15. The construction of the Project will be done according to the plans/specifications. However, the developer has the right to make unavoidable/necessary changes in design, specification and/or layout of the Unit/Building/Project if required, to keep the price index reasonable.
16. The covered area of the unit (office/apartment/shop) shall include ancillary and services area, walls, passages, corridors, staircase and other common areas.
17. In case the area of the unit is more than approximate size mentioned in the application form/booking form, the booking holder(s) shall pay the price for excess covered area as per agreed per sq. ft. rate on demand made by the Developer.
18. The developer retains and reserves all rights at all time for the inspection of the top floor, roof top of the Buildings/Project (subject to availability) with respect to construction of additional floors, erecting and fixing of any neon-signs etc. and use it in any manner. The booking holder(s)/occupant(s) shall have no right, claim, objection or interest whatsoever in this regard.
19. That the use of exterior walls, front and common area of the Project is solely reserved with the developer.
20. The booking holder(s) declares that all the information given by him/her in the Applicant form is true and correct and in case any o particulars/information is found incorrect, the Developer shall have the right to cancel/terminate the allocation by giving 15 days' notice in writing and the amount paid by the booking holder(s) shall be refunded according to the clauses above.
21. The developer shall have a first lien, claim and charge on the right of the booking holder(s) over the unit, its fixture, fitting and facilities herein, in respect of any amount liable to be paid by the booking holder(s) to developer including the services charges payable to Maintenance Company
22. The booking holder shall pay all taxes etc. levied by federal government, local bodies and municipal bodies or any other authorities/agencies including those existing at present and those that may be levied by the above mentioned and/or other authorities in future.

23. The signing and submission of this Application Form and payment of deposit shall not form a contract until a Sale Purchase Agreement is executed nor shall this application oblige the Developer to sell the Unit to the Booking Holder and the Developer may, at its discretion, decline to sell the Unit to the Booking Holder. The Booking holder shall not claim any profit, interest, markup, damages from the Seller nor challenge the same on any fora.
24. The BANU HAFEEZ reserve the right for any change in location, size and dimension of apartment due to any changes in layout/master plan.

FOR OFFICE USE ONLY

Apartment No.: \_\_\_\_\_ Type: \_\_\_\_\_  
Floor: \_\_\_\_\_ Size: \_\_\_\_\_  
Total Cost Rs.: \_\_\_\_\_  
Deposit Amount Rs.: \_\_\_\_\_  
Cheque/P.O. No.: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_  
Date: \_\_\_\_\_  
Booked by: \_\_\_\_\_

Authorised Signature for Developers

Read, Understood & Signed

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

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

BUILDER LOGO  
Address.....