



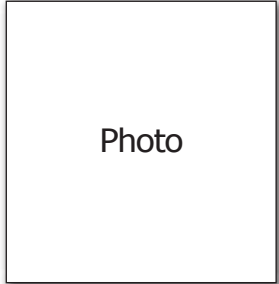
APPLICATION FORM

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: _____

Occupation: _____ Age: _____ Nationality: _____

C.N.I.C. # - -

Name of Nominee: _____

Relation: _____

Address of Nominee: _____



C.N.I.C. # / B. Form - -

DECLARATION:

(i) I, hereby declare that I have read and understood the terms and conditions of the allotment of the Apartment in the project and accept the same.

(ii) I further 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 (Afzal Builders & Developers) 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 Apartment.

Date: _____

Signature of Applicant

GENERAL TERMS & CONDITIONS

1. **NAME OF THE PROJECT:** Name of the project shall be "Heaven Heights, Lahore", a project of M/s Afzal Builders & Developers being built/constructed at 52, Shah Jamal, Lahore, Pakistan. The Company shall construct "Heaven Luxury Apartments, Lahore", Project wherein as per design, Apartments area will be offered for sale on ownership basis.
2. **BOOKING:** All Pakistani citizens and non-resident Pakistanis living abroad are eligible to apply for the offered apartments.
3. **ALLOCATION:** Allocation of a particular number of Apartments area etc. in the project is provisional and will be confirmed only after receiving full and final payment. M/s Afzal Builders & Developers will hand over the possession of gross area to the Allottee/Purchaser which includes circulation which may vary at the time of possession. However due to alteration in design by the developers, during the construction, any apartment is changed or replaced with some other, the change/alteration would be subject to consent of the buyer. If the buyer does not accept change/alteration he would be refunded his paid amount in the manner he paid. Membership/documentation fee etc. will not be refundable.
4. **BOOKING & PAYMENT PROCEDURE:** All applications for booking/allotment shall be submitted on the prescribed form duly filled in and signed by the Applicant. The Schedule fixed for each and every installment for the payments shall be the essence of the contract.

All the payments for Heaven Luxury Apartments, Lahore, shall be made by the Allottee/Purchaser of the Apartments area via pay order/demand draft/cross cheque only, drawn in the name of "M/s Heaven Heights, Lahore". Cash will only be accepted in specific conditions

The Applicant shall make the payment of installments on or before 10th of every month, if he/she fails to pay in time a late payment surcharge will be levied as per rules of the company.

5. **SURRENDER OF APARTMENT AREA:** In case of failure to pay the due installment, demand notice of fifteen (15) days shall be served to the buyer by registered post/acknowledgment due or urgent mail service and/or TCS or renowned courier service at his/her given address, second notice will follow after thirty (30) days for the payment of the defaulted installment(s). If the payment is not received within the stipulated period, the Company shall serve a final notice and cancel the booking/allotment/allocation. The amount received by M/s Heaven Heights, Lahore till that time shall be refunded after three (3) months after cancellation, in the manner it was received, deducting 15% service/establishment charges.

In case an Applicant subsequently wishes to surrender his/her Apartments area or it stands cancelled, the amount will be refunded after 12-months from the last defaulted installment in the manner it was received and deduction of 15% of the amount received in respect of Apartments area, being service and establishment charges. The cost of Apartments area as given in the attached payment schedule, does not include ground rent, registration fees, ownership transfer fee, documentation charges, connection and cost of meter charges of electricity, water and sewerage and others, which shall be paid by the Allottee/Purchaser in cash (non refundable) to the Company within fifteen (15) days on demand.

- In case of change of address, the Allottee shall inform the Company in writing about the change within fifteen (15) days. In case of recovery, default or cancellation, the address mentioned in the application form shall be treated as the final address. All letters shall be sent by the Company through registered post/acknowledgment due or urgent mail service and/or TCS or renowned courier service. Non-availability reported by the above agencies of the Allottee at the address given shall be deemed as a valid service of the notice/letter.

The allotment shall be liable to cancellation in case Two (2) installments are not paid continuously.

6. **ESCALATION IN PRICES:** There shall be no unilateral escalation towards the basic cost of the apartment and the Company undertakes to deliver the possession within the stipulated time except due to unavoidable circumstances beyond the control of the Company and the Allottee shall have to pay the difference in the cost of Apartments area etc. as and when necessary.
7. **CHANGE IN THE NAME AND PLANS:** That the Company reserves the right to seek change of the project's name, at any stage for whatsoever reason, which shall be notified to the Allottees(s) by the Company and can also make change in the building plans of the project. The Company retains and reserves the right at all times to make any changes in designs and specifications at the sole discretion of the Company.
The use of exterior walls, front and common areas is reserved by the Company for any commercial or other use at the discretion of the Company.
8. **TRANSFER:** The Allottee shall not, sublet, sell, transfer or assign the apartment prior to taking over possession of the same, subject to written consent of the Company/Promoter/Builder. However, the Apartments area can be transferred after clearance of outstanding dues payable before or on the date of transfer. The Company will charge Transfer Fee at the time of transfer of the Apartments area.
The Allottee is not permitted to install or hang any kind of neon-sign or display board in front of the office building and/or his allotted apartment.

The completion period of Apartments area will be according to specified schedule and possession of the Apartments area shall be handed over subject to the clearance of full payment/documents/cheques.

9. **UTILITY SERVICES BY UTILITY DEPARTMENTS:** Company will arrange for water lines to all the underground water tanks of the project. In case water supply is disrupted, Company will charge maintenance expenses from all occupants equally and similarly for other amenities.

The Company shall not be responsible for any delay in respect of the supply or individual connection of electricity, water, sewerage etc. by the concerned authorities/agencies. The company will, however, make every effort to apply in time to the authorities concerned for the utility services.

In case of delay by concerned authorities/agencies in providing permanent electricity connection/meter in the apartments booked by the Allottee, Company shall in the interim period provide electricity to the allotted apartment through generators at the pro-rata Commercial Rates to the allottees. The sub-meters of all the utilities will be installed at the Allottees cost.

That the Allottees shall be bound to pay to the Company on demand any excess amount of electricity, water and sewerage connection etc. payable to the respective department.

The Company according to the approved Layout Plan of the Project shall lay water and sewerage lines etc. and the Allottees shall not object to it.

That the Allottee shall be responsible for the payments of all the utilities i.e. water, sewerage, electricity, telephones etc. and property and other taxes of concerned authorities/agencies. The Company shall, in no case, be responsible for any consequences for the non-payment of such bills by the Allottee.

10. **POSSESSION:** The Allottees must take over possession of the booked apartments of the project within fifteen (15) days of the expiry of stipulated period. The Company after delivery of possession, shall not be responsible for the maintenance or damages to the property including theft and damages to the fittings of the bathrooms, kitchens, doors, windows, electricity or other fittings, any kind of the internal or external parts of the property.
11. **COMPLETION:** The construction of project is supposed to be completed within specified period. However, if for reasons of force-majeure, which includes Act of God, riots, war (declared or undeclared), civic commotion, natural disaster, hostilities, fire, flood, earthquake, explosions, blockades and any other calamities which are beyond the control of the Company. This also includes, changes in fiscal policies of the government. In such conditions the builder shall be at liberty to revise/interrupt the construction schedule. It is clearly understood that in such eventuality the Allottee will not claim interest or damages of any nature whatsoever from the Company.
12. **MISCELLANEOUS:** The Company shall however, not be responsible for non-delivery of any letter or notices(s) etc. due to any reason whatsoever or change of the Allottee's address. For all contacts and correspondence, Company will use the Allottee's last given address as per record. Any change in address of Allottee shall be notified to the Company in writing.

The Applicant agrees:

- To maintain the Apartments area on his/her own cost in good condition and shall not do any act to endanger, damage or impair the building and the common area of the "Heaven Luxury Apartments, Lahore" or do any act against the law, bye-laws and regulations of the concerned Government Authorities/Agencies.
- Not to bring inside the project or Apartments area of the project any goods and/or machinery which are hazardous/and combustible/flammable and shall not use the apartment for any purpose other than for which it is constructed and allotted.
- To pay all taxes etc. levied by the Federal/Provincial Government, Local Bodies and Municipal Bodies and/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.
- Not to make any partition, alteration, additions or any holes, attachment or addition of any nature without the consent of the Company. Covered area of apartment will include ancillary and services area such as wall passages, corridors, staircase, balcony, lifts, underground and overhead tanks etc. These restrictions will continue even after the Applicant takes the possession of the apartment.
- Not to use his apartment area for any legal/illegal commercial activity. These restrictions will continue even after the applicants takes possession of the apartment.
- Not to misuse the amenities provided by the Company nor he/she will cover/encroach upon the areas or lobbies.
- To use the apartment for the purpose as specified and approved by the Company.
- To visit the office of the company/office of the authorities/agencies as and when required for any signatures.

The rights of the roof shall be retained by the Company at all times and apartments Occupants/Applicant will have no share, claim or interest in and over the roof of the top floor. Further the Company reserves the full right of using top floor (roof) for erecting additional floors fixing neon-sign on/over the roof of the top floor on all blocks of the building and the Applicant binds himself/herself not to raise any objection of claim over the roof of the building.

The Company shall have first lien, claim and charge on the apartment area, its fixtures and fittings and contents there in, regarding any amount liable to be paid by the Applicant to the Company.

All serial numbers and/or other identification numbers and marking given in the layout plans, booking and/or allocation letters pertaining to apartments are on adhoc, temporary and tentative basis and Company reserves the right to amend/change/renumber the same if found necessary.

13. **ABANDONMENT OF THE PROJECT:** That if for any reason, the project is abandoned, Company shall refund the amount received from the Allottee within the earliest convenience of the Company. It is however, clearly understood that in such an eventuality, the Allottees shall not be entitled to any claim as damages, interests or profit etc. of whatever nature.

In case any buyer abandon bargain, he will be refunded amount after 12 months in the manner it was received after deducting 10% service/establishment charges of the amount paid towards price of the apartment.

If any investor/buyer purchases/booked more than one apartment area, and fail to pay the remaining amount/installment, the amount received shall be adjusted towards the price of other booked apartment area accordingly on pro-rata basis. The allocation/adjustment of revised Apartments area will be at the sole discretion of M/s Afzal Builders & Developers.

DECLARATION BY APPLICANT:

I/We, _____ S/o, D/o, W/o _____ do hereby declare that I/we have read/understood the terms and conditions of booking/allocation of the apartment and accept the same and further declare that I/we shall abide by all the existing rules, regulations, conditions, requirement etc. or which may be prescribed and approved by the Company, from time to time. I/We also undertake to make full payment of the price and other documentations and connection charges according to the payment schedule decided by the Company.

FOR OFFICE USE ONLY

Apartment No.: _____ Type: _____

Floor: _____

Total Cost Rs.: _____

Deposit Amount Rs.: _____

Cheque/P.O. No.: _____

Receipt No.: _____

Date: _____

Booked by: _____

Name & Signature: _____

Authorised Signature for Developers

Read, Understood & Signed

Date: _____

Date: _____



A PROJECT OF:
AFZAL
BUILDERS & DEVELOPERS

52, Shah Jamal, Lahore, Pakistan.