

APPLICATION FORM

Wallayat Falaknaz Group (Pvt.) Limited **Application form for Booking**www.theaddresspakistan.com

Passport size image 1.4" x 1.9"

I. I/We, the undersigned, request you to book for me/us the follow	ing Unit in your Captioned.	
PROJECT:	UNIT NO:	
APPROXIMATE SIZE (IN SQUARE FEET):	TYPE:	
FLOOR:	TOWER / BLOCK:	
II. My/Our particulars are as follows:		
Name:		
Father's/Husband's Name:		
Computerized National Identity Card Number:		
Address For Communication:		
Telephone Number: (Residence): (Office)		
Mobile No: Email:		
III. Joint Application Yes No		
Particulars of joint applicant (if applicable) are as follows:		
Name:		
Father's/Husband's Name:		
Computerized National Identity Card Number:		
Address For Communication:		
Telephone Number: (Residence): (Office): (Office): Email:		
IV. Next of Kin		
Name:		
Father's/Husband's Name:		
Computerized National Identity Card Number:		
Address For Communication:		
Relation to Ap	pplicant	
Telephone Number: (Residence): (Office):		
Mobile No: Email:		
Signature and Thumb Impression of Applicant:		

TERMS AND CONDITIONS

- 01. That 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, after final Possession Letter issued by the Developer and after signing of terms and conditions for maintenance by the Purchaser(s).
- O2. That the supply and provision of electricity, water, gas and other services (as required) will be subject to fulfilment of all obligations by the Purchaser(s) mentioned herein, including payment of utility charges demanded by the Developer if conditions warrant for provision of the same.
- 03. That the Purchaser(s) shall pay all instalments towards the price of development charges against his/her (provisionally) booked unit, strictly in accordance with payment schedule/plan without any delay or default, whatsoever. All payments must be made in favour of Wallayat Falaknaz (Pvt.) Limited vide pay order/bank draft.
- 04. That the Purchaser(s) shall also be liable to pay taxes, fees, levies, charges, cesses imposed by any Federal/Provincial Government and local Agency or Department as the case may be from time to time.
- O5. That if Purchaser(s) fails to make payment of instalments in accordance with the Payment Schedule, a late payment charge shall be levied at the rate of 5% per month against each outstanding amount without prejudice against the rights of the Developer to cancel the allocation/allotment/booking for two consecutive defaults or default of two successive instalment as agreed by the parties. It is further agreed and undertaken by the Purchaser(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 repercussions, 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 Purchaser(s) shall be ceased, therefore, the Developer shall have a right to deal with the unit as it deems fit. In such event, the amount already paid by the Purchaser(s) shall be refunded after completion of the project subject to a deduction of 20% of the unit price as compensation and against the liquidated damages. It is hereby agreed and undertaken by the Purchaser that the mentioned rate and value of compensation/liquidated damages is just, fair and appropriate with which he/she has no objection, whatsoever. If the amount paid is less than 20% of the unit price than the paid amount shall be forfeited and remaining shall be recovered through due course of law.
- 06. That the Purchaser(s) shall pay service charges, Common Area Charges(CAM) provisional or final, as demanded in advance for maintenance of the Project, use of common hold property and common use facilities provided by the Developer or other entity authorized for this purpose. The terms and conditions in this regard shall be supplied to the Purchaser(s) at the time of delivery of possession of the unit.
- 07. The Intimation/Allocation is non-transferable. Except for the legal and natural heirs or to a person whose application for transfer is accepted by the management of Wallayat Falaknaz (Pvt.) Limited/The Address according to law. Such transfer shall be subject to payment of transfer fee to Wallayat Falaknaz (Pvt.) Limited/The Address.
- 08. That in case of a joint ownership/allocation, Purchaser(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 Purchaser(s) as he deems fit and proper.
- 09. That if an event of Force Majeure or erratic market condition occur in the opinion of the Developer, it shall have the liberty to extend the completion date and give the Purchaser a revised completion date as the completion date as given, declared, proclaimed or announced means and includes the date given or any extended date due to any event beyond the control of Developer. The Purchaser(s) payments shall stand suspended until the event of Force Majeure has been remedied after which the payment obligation shall stand valid.
- 10. That the Purchaser(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 Purchaser(s). In case of delay in taking over possession by the Purchaser(s), the Developer shall charge an additional fee for taking care of Purchaser(s) unit. However, the Developer shall not be 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 Purchaser(s) without any recourse about claims to the Developer.
- 11. That the possession of the unit shall remain with the Developer until full and final payment is made by the Purchaser(s) towards the Sale Price of the unit together with all service, utility charges, additional charges, fees, expenses and levies etc. in connection with the utilities and all documentation in terms hereof.
- 12. That the gross covered area of the unit (office/apartment) shall include ancillary and services area, walls, passages, corridors, staircase and other common areas.
- 13. That the construction of the Project will be done according to the plans/specifications. However, the Developer has a 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
- 14. Unit allotted to an applicant shall not be used for any purpose other than applied or meant for.
- 15. That the use of exterior walls, front and common area of the Project is solely reserved with the Developer.

Signature and Thumb Impression of Applicant:	

TERMS AND CONDITIONS

- 16. That the Developer retains and reserves all rights at all time for the inspection of top floor, roof top of the Buildings/Project (subject to availability) with respect to construction of additional floors, erecting and fixing of any neon-sign etc. and use it in any manner. The Purchaser(s)/occupant(s) shall have no right, claim, objection or interest whatsoever in this regard.
- 17. That Purchaser(s) shall use the unit for designated purposes only and shall not misuse the unit or amenities/facilities provided by the Developer at the Project. Nor shall he/she encroach upon any area in the Project.
- 18. That the Purchaser(s) shall not carry out any additions or alterations involving the structure of the Unit/Building. Nor shall he/she have a right to change elevation of the Building or any part thereof under any circumstances.
- 19. That in case the area of the unit is more than approximate size mentioned in the Application Form/Booking Form, the Purchaser(s) shall pay the price for excess covered area as per agreed per sq. ft. rate on demand made by the Developer.
- 20. In order to secure loan from registration load giving agency for construction of the house, the allottee/transferee may mortgage the unit to such an agency after obtaining No Objection Certificate/Non-Encumbrance Certificate/Permission to Mortgage from the Developer. Moreover, an undertaking from the member is required that if the NOC/NEC is issued on provisional allotment, principle dues plus surcharge (if any) will be cleared by the member within 15 days of the grant of loan by name, to clear his/her account in the Developer.
- 21. That the Purchaser(s) declares that all the information given by him/her in the Application Form is true and correct and in case any of particulars/information found incorrect, the Developer shall have the right to cancel/terminate the allocation by giving 15-day notice in writing and the amount paid by the Purchaser(s) shall be refunded in terms of Clauses 2 of the instant agreement.
- 22. That the Purchaser(s) confirms that he/she has fully read and understood the above-mentioned terms and conditions and hereby agrees to abide by the same, strictly.
- 23. The allottee/transferee shall comply with and abide by all the rules, regulations, bye-law and such other orders instructions as applicable in specified areas of Developer.
- 24. The Purchaser(s) shall not cause or allow to be caused any nuisance to his/her neighbours, or other tenants in the Building and in the premises in the Project nor shall he/she cause or allow to be caused any littering of rubbish in the common areas of the Building or the Project and the Purchaser(s) will ensure that the Unit, the common area of the Building and the Project are kept clean.
- 25. The Purchaser(s) agrees:
 - a) That he/she shall permit the representative(s) of the Developer to enter into the unit for ascertaining and observance of the state, thereof, or for testing, lying of service mains, pipes, drains and other items etc. and the Applicant(s) shall take all precautions against the tempering/fouling of all such items.
 - b) That the covered area of the Unit will include ancillary and services area, walls, passages, corridors, staircase, balcony and common area.
 - c) That he/she shall in any case not carry out any extra work at the Unit under any circumstances till after finishing phase of the Project and will obtain the prior written approval of the Developer for any such work.
 - d) That he/she shall not misuse the amenities/facilities provided by the Builder at the Project nor will he/she encroach upon any area in the project.
 - e) That he/she will use the unit only for designated purposes.
- 26. The Developer shall have a first lien, claim and charge on the right of the Purchaser(s) over the Unit, its fixture, fitting and facilities herein, in respect of any amount liable to be paid by the Purchaser(s) to the Developer including the service charges payable to the maintenance company pursuant to clause 5.
- 27. That the Developer reserves the right to amend, change or renumber the unit or transfers the rights of the Purchaser(s) from one unit to another or from one project to another certainly of similar category in view of market condition, and the Purchaser(s) shall have no objection in this regard.
- 28. The Developer will make every effort to obtain all utilities i.e. electricity, water, gas and telephone connections/meters in respect thereof in the name of purchaser(s)/project at the earliest, provided the applicant(s) had fulfilled all of his/her obligations, hereunder. However, the developer accepts no responsibility if the connection and/or supply of any of the above-mentioned services is delayed.
- 29. That except for the delay caused by an event of Force Majeure, if the Purchaser has fulfilled all of his/her obligation of payment and the Developer is unable to deliver vacant possession of the unit on completion date the Developer shall pay compensation not exceeding 04% per anum with the annual rest on all the payments made by the Purchaser(s) from completion date up to the date when the possession of the unit is offered to the Purchaser(s) by the Developer.
- 30. I/We confirm that we have fully read and understood the above terms and conditions and do hereby agree to abide by the same.

Signature and Thumb Impression of Applicant:	

Payment Plan:	2112	
Total Cost of Unit:	PKR:	
On Booking/Down Payment :	PKR:	
Balance (Quarterly Installments):	PKR:	
On Possession:		
Wallayat Falaknaz (Pvt.) Limited/The Address in the same. I/We further declare that I/We shall abide a conditions and such terms and conditions which makes	proditions (of the booking and proposed allocation to us by Project) which is duly signed by me/us and I/we accept the nd be fully and effectively bound by the said terms and may be prescribed by the Developer, You, in respect of the entioned Unit in the Project. And matters pertaining to the espective Nominee(s).	
Signature of Applicant:	Thumb (Applicant)	
Signature of Joint Applicant (if any):	Thumb (Joint Applicant)	
Place: Date:		
Witness I	Witness II	
Name Signature	Name Signature	
Booking Agent Name:	Signature and Stamp:	
Please ensure following is attached:		
1. Photocopies of the CNICs of the Applicant	c(s).	
2. Photocopies of the CNICs of Joint Applicant(s) if any.		
3. Photocopies of the CNICs Next of Kin.		
4. 3x Passport size photographs		
Applicant(s) Signa	ature and Thumb Impression:	

