

BOOKING FORM

Registration No. _____ Application Form No. _____

APPLICANT

Name of Applicant: _____

Father's / Husband's Name: _____

Postal Address: _____

Residential Address: _____

Phone Home: _____ Mobile: _____

Occupation: _____

Email: _____

National ID Card No.

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NOMINEE

Name: _____

Relation: _____ Contact: _____

Address of Nominee: _____

National ID Card No.

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APARTMENT

Block: _____ Unit No: _____ Size: _____ Floor: _____

DECLARATION

I, hereby declare that I have read the terms and conditions of the unit in the project and I understand and accept the same.
I further agree to pay the installments and dues firmly and to abide by all the existing rules and regulations and those, which may be laid down by the company from time to time.
I enclose herewith a Bank cheque/Pay order of PKR _____
(Rupees _____ only) bearing number _____
Dated: _____ to be drawn from _____ in favour of Zara Complex
on the account of booking of the above mentioned unit(s).

Applicant Signature: _____ Date: _____

■ GENERAL TERMS & CONDITIONS

The Terms and Conditions mentioned hereunder pertain to the Residential project, ZARA COMPLEX being offered to its prospective applicants/buyers.

■ DEFINITION

- a). The project title is ZARA COMPLEX, with its site office located at Ground Floor, ZARA Plaza, Main Morgah Road, adjacent to Askari-14, Rawalpindi. This Project is being sold and marketed by the Company Arzopedia (Pvt) Ltd located at Farmhouse 16-B, Street 4, Chak Shahzad Farms, Islamabad.
- b). The applicant refers to the prospective buyer of the unit intended to be purchased/booked with the company.

■ BOOKING

- a).. That the booking/allocation of the unit shall be on the principle of "first come first serve" basis.
- b)..That all serial numbers/or other identification numbers and markings/sizes given in the layout plans, booking and/or allocation letters pertaining to apartments are on adhoc, temporary and tentative basis and the company reserves the right to amend/change or renumber the same, if found necessary.

■ CHANGES OF ADDRESS

The demand notice for payments and all correspondence will be despatched at the address of applicant mentioned in the application form and shall be deemed to be duly received and served upon the applicant. The company shall not be responsible for non-delivery of communication if change of address is not notified by the applicant in advance or for any postal mishap.

■ PAYMENT OF INSTALLMENTS

- a)... The time for each and every payment is the essence of this contract. The applicant must ensure the prompt payment of installments on the due dates as per payment schedule agreed at the time of booking. In case of failure, a demand notice of 15 days shall be sent to the applicant by ordinary post, if no payment is received after the receiving of first notice. In addition, the company shall have the right to demand a late payment surcharge and/or revoke the discount offered to the applicant (if any) at its sole discretion.
- b)...That all discounts are valid on regular payments and shall be adjusted in the final payment.
- c)...That the applicant fully understands that the booking of the unit shall remain provisional until he/she has paid first four installments as per the payment schedule of the company and he/she has no right to claim over the booking until the transfer is made in his/her name.

■ NON-PAYMENT OF INSTALLMENTS

In case of failure on part of the applicant to make payments within the period of three consecutive months from the due date of payment, provisional allocation/booking shall stand cancelled and the amount received as installments will be refunded after deducting first two amounts, as establishment/service charges. However, such refund will be made after the completion of the project.

■ TRANSFER EXECUTION

- a)... The transfer of the unit shall be executed in favour of the applicant only after receiving payment of the total outstanding amount up to date as well as cost of transfer documentation charges and legal expenses etc. The applicant/buyer will extend full cooperation to the company in connection with the execution of the transfer. They are obliged to provide relevant documents to complete the transfer formalities.
- b).. That the applicant undertakes to appear at the office of Arzopedia and office of the ZARA COMPLEX as and when required for any signatures.

■ SURRENDER OF BOOKING

In case any allottee or the applicant subsequently wishes to surrender his/her unit at any stage, provisional allocation allotment will stand cancelled and the amounts received as installments will be refunded after deducting first two amounts but such a refund will be made after the completion of the project.

TRANSFER OF ALLOTMENT

The applicant will neither transfer nor sell his unit to anyone without prior notification to the company. Such transfers shall be made through the company only after making payment of all outstanding dues up to that time and transfer fee @ 2% of total price of the unit in lieu of expenses in connection with documentation done as service charges.

CARE-TAKING CHARGES

The allottee/applicant shall take over physical possession of the unit within 15 days from the date of issuance of the intimation letter by the company. In case of delay in taking over the physical possession, the company shall charge Rs 2,000/- per month from the allottee for care taking of the attention to the maintenance charges for the project. In case of any losses or damages to his/her booked unit or fixtures and fitting therein, due to theft, malicious tactics, natural/climate occurrences, anti-social activities, riots and forced/illegal occupancy etc. the resultant loss or damages will be good by allottee/applicant. Care taking charges shall be charged from the date of issuance of intimation letter for possession.

POSSESSION

That the possession of unit shall remain with the Company until 75% payment, including service charges for utilities and documentation etc. is made by the applicant

COMPLETION OF PROJECT

The construction of the project is supposed to be completed as per scheduled commitment from the date of starting construction i.e. 4 months after the date of announcement, subject to the content of the force-majeure, strike, riots, war and other calamities which are beyond the control of the company. This also includes changes in fiscal policies of the government, non-availability of necessary material/labors etc., further the delays in payment of installment by the allottees. In such conditions the builder shall be at liberty to revise/interrupt the construction schedule, for which no objection letter will be given by all the applicants/allottees/buyers to the company for submission to the relevant bodies/authorities.

MAINTENANCE CHARGES

The applicant/allottee shall pay in advance, for the maintenance / service charges, as determined at actual divided proportionally to the total number of applicants/allottees, for the entire period to the company, at the time of taking possession to enable the company to make regular payments to maintenance staff e.g Security Guard, Electricians, Sweepers etc. employed for the proper upkeep of the project.

PAYMENTS

All payments shall be made by the allottees by Cheque/Pay Order/Bank Draft in the name of ZARA COMPLEX

IF THE PROJECT IS ABANDONED

If the project is abandoned due to any reason, the company will refund the installments received from the applicant/buyers within 90 days from the date of the announcement made to this effect. It is clearly understood that in such event the applicant/buyer will not be entitled to any claim, interest or damages, except the original amount paid.

OTHER RESPONSIBILITIES

The applicant also agrees:

- a) That the allottee will not object whatsoever to the course of sewerage lines.
- b) The company shall from time to time be entitled to issue instructions & policy changes which the applicant/allottee accept and follow as part of this contract application form/terms and conditions etc.
- c) That company shall have first line, claim and charge on the houses, its fixtures and fitting and the contents therein regarding any amount liable to be paid by the applicant to the company.
- d) That both company and the applicant/buyer have finalized the transition by their selves alone at their own free will and conditions after full satisfaction and inspection of premises including the title documents and legal authority of Company to sell as well as status and credibility of each other and in further for all purpose both the parties shall settle the matter by contacting each other on the given address and telephone numbers. However, in case of a dispute, it shall be dealt as per laws.

DECLARATION

I/We, Mr./ Ms. _____

S/o , D/o, W/o _____

Holding CNIC

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Resident of / situated at _____

Do hereby confirm that I/We have fully read/understood the above terms and conditions and do hereby agree to abide by the same. I further declare that I shall abide by the existing rules, regulations, terms and conditions, requirements etc., prescribed by the company.

Applicant/Buyer Signature:

Authorized Signature:

Booking Date:

FACT SHEET

- All payments to be made by the buyer towards the purchase of the booked units shall be affected in Pakistani Rupees (PKR), the lawful currency of Pakistan. In the event that any payment in installments is affected in any other currency by the purchaser a credit to your account shall be given based on the amount realized in PKR. Accordingly, any shortfall / surplus due to exchange rate differences shall be recovered / adjusted towards the next relevant installment payment.

- All installment of the purchase Price, as defined in the Buyer Payment Agreement Form, shall be payable in accordance with the payment schedule set out in the Payment Agreement Form and payable in accordance with clause 6 below. Buyer's name, the project name, and the Unit number must be clearly mentioned on the Payment Agreement Form. In case of bank transfer a scanned copy of the SWIFT must be emailed to the Zara Complex Official email address.

- Any and all interbank charges, penalties, and other applicable fees, shall solely be borne by the buyer.

- The buyer shall be liable towards the expenses in respect to stamp duty, registration charges, legal expenses for agreement to sell. Sale Deed and other pocket expenses and the same shall be borne by the prospective Unit buyer(s).

- At the time of registering, recording or attesting the transfer the person registering recording or attesting the transfer is required to withhold 1% (2% in case of in-active taxpayer) of the gross amount of consideration received from the seller of immovable property, and 1% (2% in case of in-active taxpayer) of the fair market value of immovable property from the purchaser of immovable property. This clause is subject to changes as per Government Policies.

■ **Purchase Price:**

All installments of the Purchase Price, as stated in the Unit Booking Form, shall be payable by demand draft/cheque in PAKISTANI RUPEES (PKR) in the name of "Zara Complex" or by the bank transfer to the following account.

A/C No.	Bank	Branch	A/C Name	IBAN
0220-0981-001918-01-4	Bank Al Habib	Askari-14 Rawalpindi	Zara Complex	PK97 BAHL 0220 0981 0019 1801

For all general enquiries with regards to purchase, please contact us.

The client reserves the right, at its sole discretion, without any liability, to change the means of payments, currency, and bank account details, at any time.

