

NES HOMES INTERNATIONAL

Application Form

For Booking of Office/ Shop in "NES ARCADE,
Bahria Enclave, Islamabad.

**SUBJECT: APPLICATION FOR BOOKING OF /SHOP/OFFICE/APARTMENT IN NES ARCADE, BAHRIA TOWN
BAHRIA ENCLVAE, ISLAMABAD.**

Dear Sir/Madam,

I / We the undersigned request you to please book for me /us the following Office / Shop/Apartment in Executive Business Centre as per my/our request/preference.

Shop/Office No: _____ Approximate Size (sqft): _____ Floor: _____

My/ Our particulars are as follows:

Name: _____ Father's/ Husband's Name: _____

D.O.B: _____ CNIC/Passport Number: _____

Nationality: _____ Email: _____

Postal Address: _____

Landline No: _____ (Office): _____ Mobile No: _____

Particulars of the Joint Applicant (if applicable) are as follows:

Name: _____ Father's/ Husband's Name: _____

D.O.B: _____ CNIC/Passport Number: _____ Mobile No.: _____

Postal Address: _____

Email: _____ Landline No. : _____

Office: _____ Nationality: _____

Particulars of the Nominee of the Applicant to whom provisional/correspondence rights along with all attendant obligations and liabilities under this Application to be intimated to all legal heirs of the deceased applicant (s) for further necessary action in pursuant to agreement signed between the developer/applicant (s) for the continuation of booking or termination of the same as per law.

Name: _____ Father's/ Husband's Name: _____

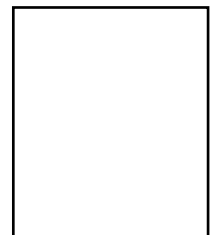
Relationship with the applicant (As only an immediate relation may be nominated): _____

Postal Address: _____

CNIC/Passport No.: _____ D.O.B: _____

Mobile No: _____ Email: _____

Signature of the Applicant: _____, **Thumb Impression of the Applicant :**



Landline No.: _____

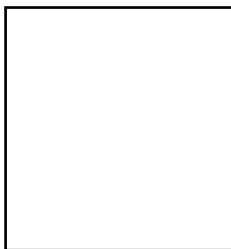
AGREEMENT

That this agreement is signed on _____ between the applicant(s) and the developer after approval of application to book **Apartment/Shop No. _____, Approximate Size (sqft): _____, Floor: _____, Category: _____**, in Bahria Enclave, Islamabad, under following terms and conditions which shall be acceptable to the applicant(s) who has/have signed this agreement after careful reading and understanding of the same, the objection about the terms and conditions of agreement at later stage after the signing of agreement shall not be entertained under any excuse :-

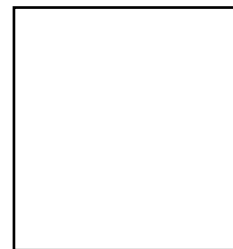
- 1) That the booking of apartment/shop shall be provisional until and unless full and final consideration along with additional charges levied, fees, taxes etc. have been paid to the developer and final sale deed shall be executed after the clearance of all dues including the premium, late payment charges, additional charges, fees, taxes or any other dues/fine/fee imposed by the Federal/Provincial Government or the Regulatory Authority.
- 2) That the agreement about maintenance of the NES Arcade containing terms and conditions for the maintenance shall be signed after the execution of sale deed irrespective of the fact that the applicant(s) failed to get possession of the apartment/shop despite reminder by the developer.
- 3) That the applicant(s) shall pay all installments towards the price/development charges of shop/apartment against his/her/their provisional booking strictly in accordance with payment schedules /plan without any delay/default under any excuse, all the payments must be made strictly in favor of developer vide pay order/bank draft.
- 4) That if the applicant(s) fails to make payment of installments as per schedule, the late payment charges shall be levied @0.05% per day against each outstanding amount without prejudice rights of developer to cancel the booking in case of two consecutive defaults of two successive installments as per schedule/installment plan. It is further, agreed by the applicant(s) that he/she/they shall have no objection on cancellation of booking due to default in payment of installments as per schedule and shall not insist or claim levied of penalty instead of cancellation as it shall be the absolute and exclusive right of developer to decide the same as its discretion. After the cancellation of booking, all rights of the applicant (s) shall be ceased, consequently the developer shall have the right to make the decision about the booked apartment /shop as it deems fit and appropriate to the developer. In case of cancellation, the developer shall refund the premium paid by the applicant(s) after the completion of the project subject to 20% deduction of the total price of apartment/shop, if the amount paid is less than 20% of the total premium of shop/apartment then the total paid amount shall be forfeited and remaining balance of 20% can be recovered through due process of law. It is further stated that the applicant(s) have understood the instant clause and it is further undertook that the applicant(s) shall have no objection in future under any excuse.
- 5) That the developer reserves the right to amend, change or re-number the apartment/shop, the rights of applicant(s) from one unit to another and the applicant(s) shall have no objection in this regards.
- 6) That in case of joint application, the applicants shall be liable jointly and severally to fulfill and discharge all commitments made on the subject matter and in case of breach of any condition mentioned herein, the developer shall be at liberty to recourse and redress against anyone or all the applicant (s) as it deems fit or appropriate in the interest of project.
- 7) That in an event of Force Majeure or due to market conditions the developer shall have liberty to extend the completion date by providing a revised completion date or even the completion date can be extended due to any event being beyond control of developer. The applicant(s) shall have no objection on such extension in completion period.
- 8) That the possession of the shop/apartment shall remain with the developer until full and final payment due against the booking is not satisfied by the applicant(s) and it is also prerogative of the developer to rent out the apartment/shop in case the applicant(s) failed to clear the outstanding dues and such rental income shall be deposited in the account of developer till the realization of outstanding amount or even if the applicant(s) failed to get possession of the apartment/shop despite the reminder of the developer, the apartment/shop shall also be rented out in such case.
- 9) That the applicant(s) shall take over physical possession of the apartment/shop after the execution of sale deed within 30 days from such execution subject to payment/clearance of all outstanding dues/charges. It is further added that the developer shall charge an additional fee for taking care of apartment/shop in case of non-compliance to get possession from the developer and the developer shall not be liable to any loss or damage to the apartment/shop having fitting and fixture therein due to theft, anti-social activities, riots, forced/illegal occupancy and natural climatic impacts, all such loses or damage if incurred, the applicant(s) shall make good without any recourse to legal proceedings or against the developer.
- 10) That the construction of the project shall be done according to the plans/specifications, however, the developer has absolute and exclusive right to make unavoidable/ necessary changes in design, specifications and or in layout of the shop /apartment/building/project if so required to keep the price index reasonable.
- 11) That the covered area of the apartment shall include ancillary and services area, walls, passages, corridors, staircase and other common areas being residential area, whereas the corridors, passages shall be excluded from covered area of shop /commercial area which shall be exclusively property of the developer and the developer has absolute right to use the corridors, common areas and passages as it deems appropriate and useful in the interest of developer.
- 12) That the approximate size of the apartment/shop is mentioned in the application form/booking form, in case of area more than the approximate size mentioned in the application form/booking form, the applicant(s) shall be liable to pay the price for excessive covered area as per agreed rate per square Ft. on demand by the developer.
- 13) That the use of exterior walls, front and common area of the project is solely reserved with the developer particularly the commercial area of the project.

- 14) That the developer shall have reserved and retained all rights at all time for the inspection of building, top floor, roof top, especially with respect to construction of additional floors, erecting and fixing of any neon-signs, advertisement or to use the same in any manner whatsoever, the applicant(s) shall have no rights/claims, objections or interest whatsoever in this matter.
- 15) That the applicant(s) under take to use the shop/apartment only for the specific/design purposes and not to misuse the shop /apartment or amenities /facilities provided by the developer at the project. The applicant(s) shall have no right to encroach upon any area in the project.
- 16) That the provisional booking is non-transferable till the execution of sale deed and the payment of all outstanding amount and dues with only one exception in case of death of applicant(s) the legal heirs of the deceased/s shall be at liberty to continue the booking or get it cancelled as per term and conditions of this agreement after due process of law.
- 17) That the applicant(s) shall not be allowed to carry out any additional construction or alterations involving the structure of building, the elevation of the building also cannot be changed or any part thereof under any circumstances/excuse.
- 18) That the applicant(s) shall comply with and abide by all the rules, regulations, bylaws or such other orders/ instructions as applicable or issued by the regulator or the developer in the specified area of project.
- 19) That the applicant(s) shall pay services charges as demanded in advance for the maintenance of the project, use of common areas of the property and for common used facilities provided by the developer or other entity authorized for this purpose, the details of such maintenance agreement shall be executed at the time of sale deed and intimation to get possession of the booked item.
- 20) That the developer shall be responsible to provide the supply and provision of electricity, water, gas and other services subject to fulfillment of all commitments made by the applicant(s) mentioned herein including the payment of all dues and utility charges, incidental charges or any other tax/fee/levy imposed by the federal or provincial government including the regulator.
- 21) That the developer shall have a first lien, claim and charge on the right of applicant (s) over the shop/apartment, fitting and fixtures and facilities therein in respect of any amount liable to be paid by the applicant(s) to the developer including the service charges payable to the maintenance body.
- 22) That the applicant(s) declares that all information given by him/her/them in application form is true and correct and in case any of particular information found incorrect, the developer shall have a right to cancel the booking by giving 15(fifteen) days' notice in writing and the amount paid by the applicant(s) shall be refunded after deduction of 20% of total price of apartment/shop.
- 23) That if there is any dispute between the applicant(s) and the developer in relation to the application form or booking thereafter or any matter/dispute arising out of this booking, the dispute shall be referred to the arbitrator, who shall be Junaid Naeem S /o Naeem Atta and the decision of the arbitrator in arbitration shall be final and the same cannot be questioned under any excuse or challenged before any court of law, hence, the arbitration clause absolutely bars the jurisdiction of any other court or forum to decide the controversy between the developer and the applicant(s).
- 24) That the applicant(s) confirms that the instant agreement is fully endorsed after signing the same and hereby agreed to abide by the same strictly, further assured that the applicant(s) shall not agitate any matter related to instant booking before any court/tribunal of competent jurisdiction under any excuse.

Applicant`s Signature: _____ Joint Applicant`s Signature (If any): _____



Thumb Impression (Applicant)



Thumb Impression (Joint Applicant)

Developer`s Signature & Thumb Impression: _____

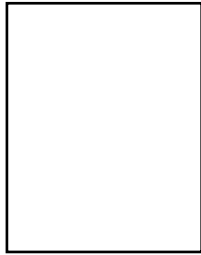
Place: _____

Date: _____

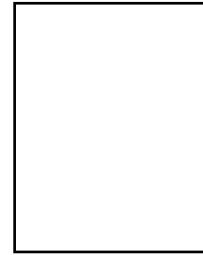
Declaration:

I/we hereby declare that I/we read the clauses and conditions mentioned in the memorandum of understanding and the provisional booking of the apartment/shop **Reg. No.:**_____, **Approximate Size (Sqft):** _____, **Floor :** _____, **Category** ____ allotted by the developer. It is further declare that I/we have read each and every line and page of the agreement and I/ we shall abide by the terms and conditions of the agreement and also such terms and conditions which shall be prescribed by the developer in future, the terms and conditions mentioned in the agreement and the matter pertaining to the to the shop/apartment from time to time shall be binding on my / our respective nominee(s) and legal heirs.

Applicant`s Signature: _____ **Joint Applicant`s Signature (If any):**



Thumb Impression (Applicant)

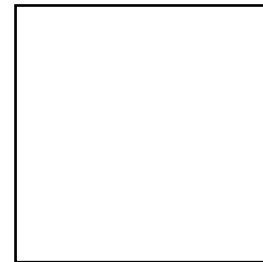


Thumb Impression (Joint Applicant)

(On a separate Page)

Attached:

- 03 Passport size Photographs of the Applicant.
- CNIC Photocopies of the Applicant(s).
- CNIC Photocopies of the Joint Applicant(s) if any.
- CNIC Photocopies of the Next of Kin.



Photograph of Joint Applicant

Checked & Verified by:

Management NES Homes International
Bahria Enclave
Islamabad.