

ESCALATION IN PRICES: There shall be no unilateral escalation towards the basic cost of the unit and the Company undertakes to deliver the possession within the stipulated time except dues to unavoidable circumstances beyond the control of the Company and the Allottee shall have to pay the difference in the cost of the unit etc. as and when necessary.

CHANGE IN THE NAME AND PLANS: That the Company reserves the right to seek change of the project name, at any stage for whatsoever reason, which shall be notified to the Allottee(s) by the Company and can also make change in the plans of the Villa. 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.

TRANSFER: The Allottee shall not, sublet, sell, transfer or assign the unit prior to taking over possession of the same, subject to written consent of the Company/Promoter/Builder. However, the unit 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 unit.

The Allottee is not permitted to install or hang any kind of neon-sign or display board in front of the Villa and/or his allotted unit.

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

UTILITY SERVICES BY MPCHS: That Multi Professional Co-operative Housing Society (MPCHS) will be responsible to provide all the utilities Electricity, Gas, Water, Sewerage etc.

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

That the Allottee shall be responsible for the payments of utility i.e. water, sewerage, electricity, gas, 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 Allot-tee.

POSSESSION: The Allottee must take over possession of the booked Villa within fifteen (15) days of the issuance of stipulated period. The Company shall not be responsible for the maintenance or damages to the property including theft and damages to the fittings of the bathrooms, kitchen, doors, windows, electricity or gas fittings, any kind of the internal or external parts of the property. Company shall not be responsible for any encroachment by any outsider, of the unoccupied unit.

COMPLETION: The construction of Villa 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), civil 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.

MISCELLANEOUS: The Company shall however, not be responsible for non-delivery of any letter or notice(s) etc. due to any reason whatsoever or change of the Allottee's address. For all contacts and correspondence, Company will use the Allot-tee's last given address as per record. Any change in address of Allottee shall be notified to the Company in writing.

THE APPLICANT AGREES:

The Allottee must follow the rules and regulations of the Management of Multi Orchard Villas and Multi Professional Co-operative Housing Society.

To pay all taxes etc. levied by the Federal 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 demand any extra work to be carried out by the Company on request of the Applicant under any circumstances during the construction/finishing of the project.

Not to misuse the amenities provided by the Company nor they will cover/encroach the areas.

To use the Villa only for residential purpose and not for any commercial use.



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

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.

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 project 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

Unit No.: _____ Street No.: _____
Block: _____ Size: _____
Total Cost Rs.: _____
Cash 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:



Head Office: Office 14, Chand Plaza, G-9 Markaz, Islamabad.
Phone: 92-315-7288888





APPLICATION FORM



Registration No.: _____ Application Form No.: _____

Unit No.:

Street No.:

Photo

Block:

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: _____

Nominee

C.N.I.C. # -

DECLARATION:

(i) I, hereby declare that I have read and understood the terms and conditions of the allotment of the Villa 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 (M/s. Abdalian Associates) 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

NAME OF THE PROJECT: The name of the project shall be 'Multi Orchard Villas' which is being built/developed in Multi Residencia and Orchards Farm Housing Project, Jhang Bhatar Interchange, M-1. Land developed by Multi Professional Co-operative Housing Society (MPCHS).

The Company shall construct 'Multi Orchard Villas' project where in Villas (Units) are offered for sale on ownership basis.

BOOKING: All Pakistani citizens and non-resident Pakistanis living abroad are eligible to apply for the offered units.

ALLOCATION: Allocation of a particular number of Villa etc. in the project is provisional and will be confirmed only after receiving full and final payment. If any Allottee has booked a unit (which is treated as provisional booking) and paid the booking amount, as it is a mandatory requirement and later on if he/she fails to pay confirmation and/or allocation amounts as prescribed in the payment schedule, signed by the Allottee, the booking amount shall be non-refundable.

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 shall be made by the Allottee/Purchaser of the Villa via pay order/demand draft/cross cheque only, drawn in the name of "Abdalian Associates". Cash will only be accepted in specific conditions.

The Applicant shall make the payment of installments by the 10th of every month, if he/she fails to pay in time a penalty equal to 0.05% per day will be charged on outstanding dues.

SURRENDER OF VILLA: In case of failure to pay installment, demand notice of fifteen (15) days shall be served to the buyer by registered post/acknowledgement due or urgent mail service and/or TCS or renowned courier service. Another reminder will follow this after thirty (30) days for the payment of the installment at the address provided in the application form. 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 'Abdalian Associates' till that time shall be refunded twelve (12) months after the completion of this project subject to rebooking of the unit. An amount equal to 20% of the total price of the Unit agreed shall be deducted from the refundable amount as service and establishment charges.

In case an Applicant subsequently wishes to surrender his/her Villa or it stands cancelled, the amount will be refunded after completion of this project subject to rebooking and deduction of 20% of the total agreed price of the Unit will be made from the installments deposited by the Applicant, being the service and establishment charges.

The cost of Villa as given in the payment schedule, does not include ground rent, registration fees, ownership transfer fee, documentation charges, connection and meter charges of electricity, gas, water and sewerage and others, which shall be paid by the Allottee/Purchaser in CASH to the Company within fifteen (15) days on demand and in no circumstances refundable.

All the Maintenance and Administrative charges will be payable by the Allottee on demand, as the MPCHS shall be responsible for maintenance of the project commencing from the date of handing over the POSSESSION of the first unit in the project.

In case of change of address or Contact Numbers, 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/acknowledgement due or urgent mail service and/or TCS or renowned courier service. Non-availability reported by the above agencies of the Allot-tee at the address given shall be deemed as a valid service of the notice/letter.

The allotment shall be liable to cancellation in case monthly installments are not paid for three (3) months continuously.

