



## APPLICATION FORM

Dear Sir,

I/We the undersigned request you to please register my/our name for booking of Unit in your Project "KN Gohar Green City" on prescribed schedule of payment.

Unit No.: \_\_\_\_\_ Block: \_\_\_\_\_ Type: \_\_\_\_\_

Category: \_\_\_\_\_ Floor: \_\_\_\_\_ Area: \_\_\_\_\_

My/Our particulars are as under:

Name: \_\_\_\_\_

Father's Name/Husband's Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Phone off: \_\_\_\_\_ Res#: \_\_\_\_\_ C/o#: \_\_\_\_\_

Mobile#: \_\_\_\_\_ Overseas#: \_\_\_\_\_

E-mail: \_\_\_\_\_

Occupation: \_\_\_\_\_ Monthly Income: \_\_\_\_\_ Age: \_\_\_\_\_

Nationality: \_\_\_\_\_ N.I.C.#: 

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Number of dependents: \_\_\_\_\_

Name of Nominee: \_\_\_\_\_ N.I.C.#: 

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Address of Nominee: \_\_\_\_\_ Relation: \_\_\_\_\_  
(In case of my death above named nominee shall inform and deal with Developer in all respect.)

The applicant/Allottee will pay lease expenses, documentation charges and all other ancillary and miscellaneous expenses to the Developer as determined by them for fulfillment of formalities of various departments/agencies and when asked by the Developer within the prescribed period of time. The cost of Unit does not include ground rent, lease execution, registration, legal expenses, electric, water, gas connection, meter charges, internal/external development charges and electric transformer. Such charges shall be paid by the applicant / Allottee on demand.

I/We hereby declare that I/We have read all the terms and conditions of booking/allocation in the project, printed in this application form and I/We accept the same. Further declare that I/We shall abide by the existing terms and conditions and those, which may be prescribed by you for the purchase of a Flat in this project from time to time.

Place: \_\_\_\_\_

Yours faithfully

Date: \_\_\_\_\_

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Signature of Applicant

## GENERAL TERMS & CONDITIONS

1. The name of the project shall be KN GOHAR GREEN CITY, which is being constructed at Plot no.1,2 and 245/3,Deh Drigh, Tappo Drigh Road, Shah Faisal Town, Karachi.
2. The project is offered for sale on ownership basis. The terms and conditions, specifications, schedule of payment and application form etc. shall be signed by the Buyer and will form part of the Contract Agreement for allotment of the required unit.
3. The construction will be done according to plan / specifications. However change in designing and layout of the bungalow may be made at the sole discretion of the Company, if so necessitated from the Company's point of view.
4. The Allottee will not sublet, transfer or sell his/her bungalow to anyone before taking possession without prior written permission of the Company. The Company may allow such transfer on receipt of the payment of all outstanding dues upto that time and transfer fee @ 5% of total cost of unit. Terms & Conditions given in application form are the essence of this payment schedule and buyer undertakes to abide by the same.
5. The Allottee, if he/she so wishes can withdraw his/her allotment of the bungalow on surrendering the original letter of allotment / allocation to the Company. In this event the Company will refund to the Allottee all the amount after deduction of 15% of the total cost as establishment / service charges. However booking and allocation amount is not refundable.
6. The payment of installments shall be made by the Allottee / Buyer as per demand / schedule of payment agreed at the time of booking within 10 days of the issue of "Demand Notice" which will be sent on the registered address given to us. If the payment is not received within the prescribed period of 10 days, "REMINDER NOTICE" will be issued informing the Buyer to make the payment within the next 10 days. If the payment is still not received within the above specified period the allotment / allocation of the unit will be CANCELLED. The amount will be refunded 15 days after the said unit is re-booked and payment is made by the new Allottee / Buyer. At the time of refund 15% of total cost of the unit will be deducted as "SERVICE CHARGES".
7. All correspondence will be sent at the last registered address given to us. Any change in address should be notified to the Company in writing and non-receipt of letter due to wrong or change of address will not be the responsibility of the Company.
8. The booking once cancelled cannot be reinstated / restored without payment of legal charges (i.e. 3% of total cost of unit).
9. The construction work of the project is proposed to be completed within 36 months time from the date of start of the construction work. This, of course, does not include any delay due to natural calamities, force majeure, changes in the fiscal policies of the Government, non-availability of necessary materials, strike or causes beyond the control of the Builder. In these circumstances the Company may interrupt and modify the construction schedule for which a "No Objection Letter" will be given by all the Allottees/Buyers to the Company for submission to SBCA/KDA/Cantonment Board.
10. In continuation to clause No.9 the delivery of physical possession of bungalow within the specified period, entirely depends upon the regular payments of installments from Allottees/Buyers.
11. The lease of the unit shall be executed in favour of the Buyer after the Allottee has made payment of the total outstanding amount upto that date as well as cost of lease documentation charges and legal expenses etc. as specified in the "Schedule of Payment". The Buyer will extend full cooperation to the Company in connection with the execution of the lease by providing relevant documentation to complete the lease formalities.
12. The Possession of bungalow remains with the Builder/Company until full payment of the unit.
13. The cost of unit does not include ground rent, fees for lease, sub-lease execution, registration charges, legal/misc. expenses, electric/gas/water connection charges with its meter charges and deposits, internal/external development charges etc. Such extra (whatever amount requested) shall be paid by the Allottee/Buyer in cash within 6 months from the date of booking, failing which 15% Surcharge shall be payable by Allottee.
14. The Allottee/Buyer shall not carry-out any additions or alteration involving structure of the bungalow within the unit allotted to him/her nor shall he/she will change the present elevation of bungalow or and part thereof under any circumstances. This restriction will continue even after the possession of bungalow is taken by the Allottee/Buyer.
15. The Allottee/Buyer shall keep the common area clear for the purpose of passage for all the Allottees/Buyers/Occupants of the project and shall not place any goods or create any obstruction in the same.
16. The Allottee/Buyer shall not bring any goods inside the project which are hazardous, combustible or objectionable and shall not cause annoyance to other Allottees/Buyers/Occupants.
17. The bungalow shall be used only for residential purpose and the Allottees/Buyers/Occupants shall maintain the project in good condition and shall not do anything in or to the said project/common areas which may be against the rules.
18. The loan amount is an anticipated amount which will be obtained from House Building Finance Corporation/Bank. However, the grant of loan shall be subject to availability of the funds with the H.B.F.C./Bank. If for any reason H.B.F.C./Bank is unable to provide the loan then the Allottees shall make arrangement for payments of that much amount from his / her own resources. The payment

of the loan installments shall be made by Allottee/Borrower to H.B.F.C./Bank as and when it falls due as per rules of H.B.F.C./Bank. The Allottees/Borrowers will abide by the arrangements of loan which the Company shall finalise on his/her behalf and will follow rules and regulations and order and instructions of H.B.F.C./Bank in this regard.

19. The Allottee shall pay the difference of H.B.F.C.'s / Bank's loan amount to the Company if it is less approved due to low income at the time of submission of the case in HBFC/Bank. The Allottee shall have no objection, to the Company for obtaining loan either from a Schedule Bank, or any other financial institution. The Allottee also shall have no objection on the terms and conditions and the prevailing rate of the loan agencies.
20. The Allottee shall pay the monthly installments of HBFC or any other loan giving agencies from the date of start of repayment without any delay without taking the physical possession of the said bungalow.
21. The Allottee shall pay in advance at least 12 months maintenance/service charges to the Company at Rs.3,000/- per month at the time of taking over possession of the bungalow to enable the Company to make regular payment of the outstanding bills and charges of various departments and wages and salaries of maintenance staff i.e. chowkidar, electrician, sweeper etc. employed for proper upkeep of the project.
22. The Allottee shall pay the outstanding amount, whatever it is, of electric bills, water bills, gas meter rent charges which will be installed by the Company before possession for the convenience of Allottee.
23. The Allottee shall sign the necessary documents whenever needed and appear before the Company/Sub-Registrar/HBFC etc. In case failure of attending at committed time the Allottee shall pay Rs.5,000/- as penalty for the first time, Rs.10,000/- subsequently.
24. The Allottee shall pay all the property taxes, cesses, charges, fees, valuation etc. to the concerned authorities including but not limited to SCBA, KDA, KESC, SSGC in respect of unit before taking possession.
25. The Allottee shall permit the Company's representative, staff, supervisor, engineer, worker at all reasonable time to enter upon the unit for the purpose of maintaining, testing, repairing service mains, pipes, cables, drains, sewers, whenever so deemed or occasion requires.
26. The Allottee shall take over possession of the unit within 15 days of receipt of the intimation letter from the Company. In case of delay the Company shall charge Rs.10,000/- per month from the Allottee for care-taking of the allotted unit.
27. The Allottee shall pay the escalation in price due to delay or irregular payments to the Company which will be decided by the Company. The Allottee shall pay late fees and dues for delay/irregular payments. The completion of project may be delayed in such cases for which the Allottee shall have no objection for delay in possession. All services may also be delayed.
28. The Allottee/Buyer will not allow any extra or additional work during construction/before physical possession of the unit.
29. In case of any litigation, suit, case, or legal matter incurred on the said project during construction or any stage from any govt./semi-govt. dept., KDA, KMC, SBCA or Cantonment Board or any other persons or any agency or any association the deposited amount will not be refunded till the settlement of the same.
30. The Allottee shall pay Rs.20,000/- before taking over the possession being the payment of advance against the Electric Deposit. In case the KESC permanent electric meter is not installed due to any reason the said deposited amount will be adjusted in the monthly electric consumption charges which will be charged on commercial T-L tariff from Allottee.
31. All payment shall be made by the Allottee through crossed cheque/pay order/bank draft/cash in the name of M/s.KN GOHAR GREEN CITY and sent or deposited against official receipts with signature.
32. Although the Company would make every effort to obtain permanent electric and gas connection and meters in the name of individual Allottee at the earliest and will make timely payment to the authorities in connection with these services, the availability of the above mentioned services are dependent on the authorities and the Company accepts no responsibility if the availability of these services are delayed. Such delay will not account to breach of agreement by the Company.
33. Under any circumstances, the Allottee shall not rent, sell, transfer and/or assign the unit to bachelors, persons of loose character or anti-social elements.
34. The Allottee shall pay Rs.10,000/- for any documents required by him/her after six months from the date of possession this includes photocopy of indenture of Sub-lease, photocopy of any receipt or NOC for installation of new telephone connection etc. or any other HBFC documents, etc, change of name in KESC, SSGC bills etc.
35. Builders/Company holds the right to sell the entire project with booking. In such case the new Builder will be responsible for the completion of the said project and for refund of the deposited amount of cancellation of the booking of any unit as the case may be. In case of any change in design, specification, accommodation, the new Builders will be responsible.
36. If for any reason the project is abandoned, the Company will refund the installments received from the Allottee. However, interest, claim or damages of whatsoever nature will not be paid by the Company. The Allottee will not mis-use the amenities provided by the Company.

- 37. In case of death of Allottee the Assignees shall submit "Heirship Certificate".
- 38. The Builder may change the bungalow number which is booked by the Allottee with any bungalow without assigning any reason during the construction.
- 39. After completion and possession of the unit by the Allottee, the unit cannot be sold by way of (GPA, Sale Deed and Lease Deed) without the consent / approval, NOC of the leaseholder (Builder) and payment of a prescribed fee as deemed fit by the Company. Any agreement contrary to this will be considered null and void.
- 40. Beside the above terms and conditions the orders and instructions of the authority issued from time to time in this regard shall be followed strictly.
- 41. All extra Charges applicable to your units as per company policy must be paid with in 180 days from the date of booking.
- 42. Discount given to the client will be valid on regular payment and will be deducted at the time of giving possession of the unit.
- 43. I/We confirm that I/We have fully read, understood the above terms and conditions and do hereby agree to abide by the same.

**READ UNDERSTOOD AND ACCEPTED**

\_\_\_\_\_  
Signature of Applicant

Dated: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Cash Payable Rs. _____ Expected Loan Rs. _____ Cost of Unit Rs. _____ Corner Charges Rs. _____ West Open Rs. _____ Park Facing Rs. _____ Executive Block Rs. _____ Main Boulevard Rs. _____ Other Extra Charges Rs. _____ Total Cost Rs. _____	Applicant Name: _____ Dealing Person: _____ Booking Office: _____ Authorised Signature: _____
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