11 x 8.5

19. The Company will retain the rights of the roof at all times and unit occupants/applicant will have no share, claim or interest in and over the roof of the top floor. Further, the Company reserves the full right of using top floor (roof) for erecting and fixing neon-signs/antenna towers or constructing additional floors. The applicant binds himself/herself not to raise any objection or claim over the roof of building.

20. The amount of loan is anticipated. The Company is prepared without any legal obligation on its part to assist the applicant/allottee to obtain loan from HBFC or any other Financial Institution. In any event the grant of loan by the HBFC shall be subject to the availability of the funds and compliance with requirements of HBFC by the applicant/allottee. In case the amount of loan is not made available for any reason whatsoever, in whole or in part, such whole or part amount of the loan will be paid by applicant/allottee to the Company in CASH strictly within the given period of the demand letter of the Company. In case of failure to pay the demand amount of the loan by the applicant/allottee within the given period, the Company will charge a penalty equivalent to bank rate from the applicant/allottee.

21. I/We undertake to provide whatever documents and certificates required by the financing authority in connection with the grant of loan.

22. I/We undertake to visit the office of the Company/Office of the Sub-Registrar as and when required for any signatures.

23. The booking of all units will be provisional, until final payment is cleared.

24. The use of exterior walls, front and common area is reserved by the Company for any commercial or other use at the discretion of the Company.

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

26. I/We confirm that I/We have fully read and understood the above terms and conditions and do hereby agree to abide by the same.

A project of

ONE BUILDERS & DEVELOPERS

HEAD OFFICE: Square One Mall, 3rd Floor, 118G, Stadium Road, Gulshan e Iqbal, Karachi
SITE OFFICE: 189 Modern Colony, Altaf Ali Barelvi Road, Karachi Pakistan

UAN: 021 111 663 111, +92 21 34825853-55 /onebuilders.pk /onebuilders.pk www.onebuilders.pk

APPLICATION FORM

Dear Sir,

I/We, the undersigned request you to please register my/our names for booking of Apartment in your project ONE SIGNATURE TOWER in my/our favor. My/Our particulars are as under:

Apartment: _____ Type: _____ Floor: _____ Block: _____

NAME: _____

FATHER'S/HUSBAND's NAME: _____

POSTAL ADDRESS: _____

RESIDENTIAL ADDRESS: _____

PHONE OFF: _____ RES: _____ CELL: _____

NATIONALITY: _____ C.N.I.C.#

NOMINEE: _____ C.N.I.C.#

I/We hereby declare that I/We have read the terms and conditions of booking/allocation in the project, printed in this application form and I/We accept the same. I/We 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 Apartment in this project from time to time.

Note: Additional Charges for Electricity, Water, Lease/Documentation etc., shall be paid by the allottee within 6 months from the date of booking.

Yours faithfully

Date: _____

_____
Signature of Applicant/Allottee

Place: _____

_____
Signature of Joint Applicant
(If any)

TERMS AND CONDITIONS

1. The applicant shall pay all the installments as per schedule agreed.

2. The demand notice of payment and all other correspondence will be dispatched by post on the address of the applicant given in the application form. The Company shall not be responsible for non-delivery of communication if the applicant does not notify change of address in advance.

3. The possession and ownership of the unit shall remain with the Company until full payment including service charges for utilities and documentation etc. made by the applicant.

4. The allottee shall not sell, transfer or assign the unit prior to taking over possession of the same, subject to written consent of the promoter/builder. Allowing such sale/transfer after recovering all the outstanding dues from the allottee, the builder shall charge towards TRANSFER FEE.

5. The applicant shall make the payment of installments within the period, specified in the demand notice; otherwise a late payment charge will be levied at the prevailing bank rate for outstanding dues. If the applicant fails to pay the dues with late payment charges within the period specified in the final notice, the allocation will be liable to cancellation as per term#6 of this form.

6. In case of failure, on the part of applicant, to make payments within the prescribed period or after 7 days of FINAL NOTICE, the allocation/allotment will stand cancelled, the amount deposited by the applicant shall be refunded 12 months after the completion of this project. An amount equal to 10% of the total cost of the unit agreed will be deducted from the refundable amount.

7. In case an applicant subsequently wishes to surrender his/her unit or it stands cancelled on the basis of clause (6) above, the amount will be refunded after completion of this project and deduction of 10% of the total agreed price of the unit will be made from the installment deposited by the applicant, being the service & establishment charges.

8. The applicant will pay lease expenses, documentation charges and all other ancillary and miscellaneous expenses to the Company as determined by them for fulfillment of the formalities of various departments/agencies as and when asked by the Company within the prescribed period of time. The cost of unit does not include ground rent, lease execution, registration charges and legal expenses, electric, water and gas meter connection charges and/or interior/exterior development charges. The applicant on demand shall pay such charges.

9. (a) Prior to taking over the allotted unit, 18 months advance expenses on account of service utilities, salaries of caretakers, chowkidars, plumbers, electricians etc. and other administrative overhead charges will be payable by the allottee on demand, as the Company shall be responsible for maintenance of project for a period of 18 months from the date of handing over the very FIRST POSSESSION.
   (b) The applicant will form a registered association before the end of maintenance period, otherwise the Company will not be responsible after the end of maintenance period regarding common and general services, and proper upkeep/cleanliness of the project.

10. The construction of project is expected to be completed within given time subject to the condition of force majeure, strike, riots, war and other calamities, which are beyond the control of the Company. This also includes change in fiscal policies of the government. In all such conditions the builder shall be at liberty to revise/interrupt the construction schedule.

11. (a) The applicant shall be liable to pay every month or on demand from the concerned authorities, the excise and taxation dues, water conservancy, ground rent, services bills i.e. Electricity (token load or permanent load), Gas, Water and others, directly to the concerned authorities, individually or collectively by forming an association or committee.

    (b) The Company accepts no responsibilities if rates/tariff charges by these concerned authorities are higher than applicant's expectations. The applicant will make his/her own arrangement individually or collectively to settle these higher/inflated rates with the concerned authorities.

12. The Company will make every effort to obtain permanent electricity and gas connection and meters in the name of individual allottee at the earliest by making timely payment of challans, estimates, connection charges etc. in connection with these services. However, the Company accepts no responsibility if the supply of any of the above mentioned services are delayed.

13. The applicant shall take over the physical possession of the unit within 15 days from issuance of intimation letter by the Company, after clearance of all the outstanding dues and charges. In case of delay on the part of applicant, the Company shall charge penalty for care taking of his/her unit; in case of any of the losses or damages of his/her booked unit of fixture and fittings therein, due to theft, malicious tactics, natural/climatic occurrences, antisocial activities, riots and forced/illegal occupancy etc., the resultant losses or damages will be made good by the applicant.

14. The construction will be done according to the plan/specification, however, minor changes in designing and/or layout of the unit may be made by the Company, if necessary.

15. The Company retains and reserves the right at all times to construct additional floors and make any minor changes in design and specification at the sole discretion of the Company.

16. The applicant shall not carry out any addition or alterations involving structures of the building within the unit allotted to him/her (the structure includes Columns, Slabs and Beams) shall not change the present elevation of the building or any part thereof under any circumstances. This restriction will continue even after the applicant takes the possession of the unit.

17. The applicant agrees:
    (a) To permit the representative of the Company to enter into the unit for ascertaining the observance of all the covenants or for laying, testing or repairing service mains, cables, pipes, drains, services and other items etc. The applicant shall take all precautions against the tampering/fouling of all such other services.

    (b) Not to make any partitions, alteration, additions or any holes, attachments or adhesions of any nature without the consent of the Company.

    (c) Covered area of unit will include ancillary and services area such as wall, passages, corridors, staircase, and balcony etc.

    (d) No extra work will be carried out by the Company on the request of applicant under any circumstances during the construction/finishing of the project.

    (e) The applicant will not misuse the amenities provided by the Company, nor he will cover/encroach the open area.

    (f) To use the unit for the purpose as specified and approved by the Company.

18. The Company shall have first lien, claim and charge on the unit, its fixture, and fittings and contents there in, regarding any amount liable, to be paid by the applicant to the Company.