



# Application Form

(The booking of Plot in GOLDEN PALMS – GWADAR A Project of Associated Builders (Pvt.) Limited)

N.O.C. # 03/04/ H.S.GDA Dated 20/01/2004

To,  
M/s Associated Builders (Pvt.) Ltd  
106, 1<sup>st</sup> Floor, Cotton Exchange Building,  
I. I. Chundrigar Road, Karachi.

BID No. \_\_\_\_\_

Total Cost Rs. \_\_\_\_\_

Booking Office/Agent \_\_\_\_\_

Dear Sirs,

I, hereby request you to please book Plot No. \_\_\_\_\_ Category \_\_\_\_\_ measuring \_\_\_\_\_  
Square Yards in your project, Golden Palms, Gwadar.

### **My Particulars are:**

Name: Mr./Mrs./Miss. \_\_\_\_\_

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

Gender \_\_\_\_\_ Date of Birth \_\_\_\_\_ Nationality \_\_\_\_\_ Marital Status \_\_\_\_\_

Residential / Postal Address \_\_\_\_\_

\_\_\_\_\_ Res. Phone # \_\_\_\_\_

Mobile Phone # \_\_\_\_\_ Email \_\_\_\_\_

N.I.C./Passport No. \_\_\_\_\_ Qualification \_\_\_\_\_

Occupation/Profession \_\_\_\_\_ Designation \_\_\_\_\_

Nature of Business / Organization \_\_\_\_\_

Occupation Address \_\_\_\_\_

\_\_\_\_\_ Occupation Phone # \_\_\_\_\_

### **Next of Kin / Nominee:**

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ N.I.C. / Passport No.: \_\_\_\_\_

I, hereby declare that I have read and understood the terms and conditions of the allotment of the plot in the project and accept the same, and further declare that I shall abide by the existing rules, regulations, conditions, requirements etc. and/or any other conditions that may be prescribed by the company and/or by the Govt. / Local authority for the lease of plot in this project from time to time.

I agree to become a member of the Golden Palms Society, to look after common and general services of the housing scheme and shall abide by the rules and regulations of the society / association and further agree to regularly pay the fees and dues, etc., as may be decided by the society / association from time to time.

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

Yours faithfully,

\_\_\_\_\_  
(Signature of Applicant)

### **Documents Attached:**

- Copy of Applicant's NIC/Passport
- Copy of Nominee's NIC/Passport
- Terms & Conditions duly signed

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



## Terms and Conditions

### **1. NAME AND LOCATION OF THE PROJECT**

The name of the Project shall be Golden Palms, which is being developed on land bearing Khasra No. 40, 41, 45, 46, 47, 48 & 49, Mauza Ankara, District Gwadar, Balochistan, by M/s Associated Builders (Pvt.) Limited.

### **2. BOOKING**

The Plots are offered to General Public on ownership basis and the allotment shall be done on first come first served basis. The application form, terms and conditions, specifications and schedule of payment etc. will form a part of contract and will be binding on both the parties.

### **3. PRICE OF PLOT**

The price of plot is fixed and is offered on no escalation basis. The price includes development of all services as specified in the specifications and shall neither be increased nor escalated except under force majeure till completion and handing over the physical possession of the plot.

### **4. CONFIRMATION OF THE ALLOTMENT**

The allotment and terms and conditions of the allotment shall be confirmed through provisional allotment letter, which shall be issued after 3 months of making application for booking.

### **5. PAYMENT OF INSTALLMENTS**

The payment of installments shall be made by the applicant on due dates according to the schedule of payment. In case of failure a demand notice of 15 days shall be issued. If the allottee fails to make the payment within specified period of 15 days, a second notice will be issued to him/her extending the payment period up to 20 days from the date of issue of Demand Notice. If the allottee fails to pay then a final notice shall be issued and his/her plot shall be cancelled under the intimation to the allottee and the amount paid by the allottee shall be refunded to him/her by the Company as per terms of Clause 7 of this Agreement. In case the allottee pays his/her dues within the extended period, the allottee will be liable to pay mark-up at the prevailing bank rate for the late payment after the first notice.

### **6. TRANSFER OF ALLOTMENT**

Transfer of plots Residential/Commercial will be allowed after the payment of 20% of total cost of plot.

a) Transfer fee will be as follows for Plots booked after February 16, 2005:

#### **Residential**

- |                                    |            |
|------------------------------------|------------|
| i) For 1 <sup>st</sup> Transfer    | Free       |
| ii) For 2 <sup>nd</sup> Transfer   | Rs. 25,000 |
| iii) For every successive Transfer | Rs. 50,000 |

#### **Commercial**

- |  |                          |
|--|--------------------------|
| i) For 1 <sup>st</sup> Transfer              | Free                     |
| ii) For 2 <sup>nd</sup> Transfer and onwards | 2% of total cost of plot |

b) Transfer fee is as follows for Plots booked before February 16, 2005:

#### **Residential**

- |  |             |
|--|-------------|
| i) For 1 <sup>st</sup> Transfer              | Free        |
| ii) For 2 <sup>nd</sup> Transfer and onwards | Rs. 100,000 |

#### **Commercial**

- |  |                          |
|--|--------------------------|
| i) For 1 <sup>st</sup> Transfer              | Free                     |
| ii) For 2 <sup>nd</sup> Transfer and onwards | 2% of total cost of plot |

**Note:** Transfer will be subject to the clearance of all the dues/charges at the time of receiving such application.

### **7. SURRENDER OF ALLOTMENT**

If an applicant subsequently decides to surrender the plot or fails to pay the installments on demand as per Clause 5 above, he/she shall lose all rights and entitlement to allotment and the allotment shall stand cancelled under intimation to him/her and he/she will be allowed refund after deduction of 5% of the price of the plot as service charges after the said plot has been booked by some other buyer.

### **8. COMPLETION OF THE PROJECT**

The Company will complete the development work and handover physical possession of the plot with development completed in all respect to the allottee in two years from the date of issue of final allotment order. In case of delay in handing over the possession, the Company shall pay mark-up to the allottee at prevailing bank rate on the total amount paid for the period of delay, except if it is on account of force majeure.

### **9. DELAY IN TAKING OVER POSSESSION**

The allottee shall sign the lease document and take over the possession of the plots within 15 days of receipt of the notice from the Company. In case of delay in taking over the possession, the Company shall charge Rs. 500/- per month for the first six months from the notified date. If the buyer fails to take over the possession beyond six months of the notified period, he/she will be liable to pay the Company Rs.1,000/- per month till such time the possession of the plot is taken over. After proper handing over of the plot to the allottee, the allottee shall be responsible for safety of the plot. However, the Company shall be responsible for maintenance of the service up to 12 months from the date of possession and all defects shall be rectified.

### **10. ABANDONMENT OF THE PROJECT**

If, for any reason, the project is abandoned the Company will refund the total amount received from the allottee within 30 days of announcement.

### **11. ARBITRATION**

All disputes between the Company and the allottees relating to the plot shall be referred to the arbitrator and the decision of the arbitrator shall be final and binding on both the parties

### **12. PAYMENTS**

All payments shall be made by the allottees by cheque / pay order / bank draft, in the name of M/s. Associated Builders (Pvt.) Limited and to be deposited to its office or at any designated branches of authorized bank.

### **13. PAYMENTS OF TAXES**

The allottees shall pay all taxes levied by the Federal/Provincial/District Government, Local / Municipal Bodies, etc. These Taxes will include those existing at present and which shall be levied by the above mentioned and/or other authorities in future.



## Terms and Conditions

### **14. EXCLUSION FROM THE OCCUPANCY VALUE OF THE PLOT**

The occupancy value of the plot, as mentioned in the schedule of payment, includes the price of land, cost of development as specified in the specification and planting of trees. The occupancy value of the plot does not include the cost of stamps, registration fee, documentation charges and other expenses in connection with the execution of lease deed etc. Similarly the allottee will pay to the Company the costs of stamps, registration fee, documentation charges and other expenses in connection with the execution of lease deed. The allottee will also pay to the Company yearly ground rent @ Re.1 per square yard for the duration of the lease deed. The allottee will also pay to the Company Water, Sewerage and Electric connection charges as may be fixed by the Company/ Authority.

### **15. MEMBERSHIP OF THE ESTATE SOCIETY**

Before the transfer and/or possession of the plot, the allottees shall become the members of the Society/ Association. They shall pay the membership fee and the annual dues of the Society/Association along with the expense for the common services e.g. maintenance and upkeep of the road, water supply, and etc. the allottee shall agree to abide by the rules and regulations of the Society/Association. The allottee shall further agree to abide by any addition, alterations to these rules and regulations which may be made by the members of the Society/Association in accordance with the conditions stipulated in the Articles of the Society/Association. No allottee will be allowed to sell/transfer/mortgage or sub-lease his/her plot of land till such time; the dues of the Society/Association have been cleared. Similarly, no house built on the plot of land in the Golden Palms; Gwadar shall be sold, transferred, sub-leased, mortgaged and/or given on hire till such time the dues of the Society/ Association have been cleared.

### **16. LEASE EXECUTION**

The lease of the plot shall be executed in favour of the allottee within 15 months after the allottee makes full payment as specified in the schedule of payment as well as the cost of documentation charges, registration fee and legal expenses etc. The allottee shall extend full cooperation to the Company for the execution of the lease.

### **17. AVAILABILITY OF THE SERVICES**

The Company will develop the area, build roads and provide water, sewerage services and electricity sub-station. Although the Company would make every effort to obtain permanent domestic electric connection, 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.

### **18. PROGRESS OF WORK**

The company shall maintain steady progress of the work subject to the payment by the allottees. The Company will fulfill its obligation of timely completion of development of the scheme subject to the fulfillment of the allottees commitment.

### **19. DEVELOPMENT TO CONFORM TO THE PLANS AND SPECIFICATIONS**

The land shall be developed strictly according to the approved layout plans and specifications.

### **20. ADDRESS FOR CORRESPONDENCE AND NOTICES**

Notice(s) of payment and all other notices and correspondence shall be sent at the last given address of the applicant, as per the record of the Company. The Company shall, however, not be responsible for non-delivery of notices, correspondence etc., due to change of address, the communication whereof has not been made to the Company.

### **21. SPECIFICATION OF DEVELOPMENT WORK**

Properly laid out plots with stones fixed at corners and following works duly completed:

#### **a. Water Supply System:**

Laying of main line connection to the individual plots.

#### **b. Sewerage System:**

Underground R.C.C. Pipe sewerage system composed of street sewers, laterals, trunk sewers and manholes for taking wastewater to discharge into natural watercourse.

#### **c. Road and Walkways:**

Bituminous-carpeted roads with camber in the middle and C.C. walkways on the both sides of roads.

#### **d. Storm Water Drainage:**

Road level designed to slopes for storm water disposal.

#### **e. Electricity Supply:**

The Company's responsibility is limited to provide electric sub-station and grid-station buildings. Supply and installation of transformer and laying of cables is to be done by WAPDA. Providing connections to the individual allottees shall be the responsibility of WAPDA for which the consumer will be charged by WAPDA.

#### **f. Refuse Collection Depots:**

Refuse collection depots at proper distance.

#### **g. Schedule of Payment:**

	<u>% of total cost</u>
Booking (Non Refundable)	10%
Allocation within 30 days of booking	10%
On issuance of provisional allotment order (Within 30 days of allocation)	10%
30 Monthly Installments each	2%
At the time of delivery physical possession (In addition to any other dues / charges)	10%

Dated \_\_\_\_\_ (Signature of the Applicant)

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

N.I.C / Passport No. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of  
Associated Builders (Pvt.) Ltd.