



# APPLICATION FORM

Ref. No.: \_\_\_\_\_

Plot No.: _____	Size: _____
Date of Booking: _____	Type: _____
Rate: _____	Cost of Plot: _____
Dev. Charges: _____	Corner Charges: _____
P. Facing Charges: _____	Total Cost: _____

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

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

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

\_\_\_\_\_

Telephone #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Email: \_\_\_\_\_ Occupation: \_\_\_\_\_ Age: \_\_\_\_\_

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

### Next of Kin Details:

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

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

\_\_\_\_\_

CNIC No.: \_\_\_\_\_ Contact No: \_\_\_\_\_

### DECLARATION:

I/We, Mr./Mrs./Miss \_\_\_\_\_ S/o, D/o, W/o: \_\_\_\_\_

Bearing CNIC No. \_\_\_\_\_ resident of \_\_\_\_\_

\_\_\_\_\_



do hereby confirm that I/we have fully read/understood the terms and conditions and do hereby agree to abide the same. I/we further declare that I/we shall abide by the existing rules, regulations, terms and conditions, requirement etc. as laid by the company.

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 the company from time to time.

I enclose herewith a sum of Rs. \_\_\_\_\_ by Cash/Bank Draft/Pay Order/Cheque No. \_\_\_\_\_ Dated \_\_\_\_\_ drawn on \_\_\_\_\_ on account of booking of the above plot.

\_\_\_\_\_  
Date

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

**Attach Allottee CNIC Copy - Attach Next of Kin CNIC Copy**

## GENERAL TERMS & CONDITIONS

- **NAME OF THE PROJECT:** The name of the project shall be 'Smart City Associates' which is being developed in the residential area of Main Qambar Road in Larkana directly accessible from ShahdadKot Road.
- **ALLOCATION:** Allocation of a particular number of plots etc. in the project is provisional and will be confirmed only after receiving full and final payment and after demarcation. If any Allottee has booked a plot (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 installments 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 of the payments shall be the essence of the contract.

Booking of plot shall be confirmed on realization of 20% of down payment.

The Applicant shall make the payment of installments as per the payment schedule, if he/she fails to pay in time a late payment surcharge of 2% per month will be levied on the due amount.

All payments through cash, cheque, demand draft or pay order will be deposited in Smart City Bank accounts. Smart City will not take responsibility of any payment made to any outside person or bank/branch.



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The Lease will be registered only on the receipt of total cost of plot including any development and maintenance charges.

The Transferee shall pay the transfer fee to Smart City at the time of registry of the plot. Transfer fees may be subject to change.

The allottee shall be responsible for paying maintenance fees upon taking possession of the plots within the Smart City.

The area of the Plot mentioned is approximate. If actual measurement of the area is found higher or less, the allottee shall be charged on the actual allocated area by the Owner

- **CANCELLATION OF PLOT:** In case of failure to pay an installment, demand notice shall be served to the buyer by registered post/acknowledgment due or urgent mail service of renowned courier service. Another reminder will follow 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 allotment shall be liable to cancellation in case of failure to pay three consecutive installments.

The amount received by 'Smart City Associates' till that time shall be refunded as per company policy. An amount equal to Rs. 200 per square feet of the total price of the plot agreed shall be deducted from the refundable amount as service charges.

- **SURRENDER OF PLOT:** In case an Applicant subsequently wishes to surrender his/her plot or it stands cancelled, the amount will be refunded after completion of this project subject to deduction of Rs. 200 per square feet of the total agreed price of the plot will be made from the installments deposited by the Applicant, being the services charges.
- **DEVELOPMENT CHARGES:** The cost of the plot as given in the payment schedule, development charges, registration/ownership/transfer fee, documentation charges, connection and meter charges of electricity, gas, water, sewerage, and others, which shall be paid by the Allottee/Purchaser to the Company.
- **CHANGE OF ADDRESS:** In case of a change of address, 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 or urgent mail service and/or M&P or renowned courier service. Non-availability reported by the above agencies of the Allottee at the address given shall be deemed as valid service of the notice/letter.

- **CHANGE IN THE NAME AND PLANS:** That the Company reserves the right to seek a change of the project's name, at any stage for whatsoever reason, which shall be notified to the



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Allottee(s) by the Company and can also make a change in the layout plans of the project. 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 plot prior to taking over possession of the same, subject to the written consent of the Company. However, the plot can be transferred after clearance of outstanding dues payable before or on the date of transfer. The Company will not charge transfer fee at the time of transfer of plot to another person, however at the time of registry, the Allottee is bound to pay the charges of the company and other Govt. documentation charges to be paid to the authority. The completion period of the project will be according to the specified schedule and possession of the plots shall be handed over subject to the clearance of all dues/documentation

- **UTILITY SERVICES BY UTILITY DEPARTMENTS:** Company will arrange for water lines. In case water supply is not received or disrupted, Company shall have no responsibility and no Allottee will have any claim against the Company nor shall the Company be approached by the Allottee in this connection.

That the Company shall not be responsible for any delay in respect of the supply of electricity, water, gas, sewerage, etc. by the concerned authorities/agencies. The Company will, however, make every effort to apply in time to the authorities concerned for the utility services.

That the Allottee shall be bound to pay electricity, gas, water, and sewerage connection charges to the Company as and when demanded.

The Company according to the approved Layout Plan of the Project shall lay water and sewerage lines and the Allottee shall not object to it. The respective Departments/Organizations will lay the rest of the utility services.

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

- **COMPLETION:** The development of the project is supposed to be completed within a 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 the fiscal policies of the government. In such conditions, the Company shall be at liberty to revise/interrupt the development schedule. It is clearly understood that in the 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 the non-delivery of any letter(s) 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 Allottee's last given address as per



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record. Allottee's address change shall be notified to the Company in writing.

All constructions on the plot will be strictly in accordance with the Town Planning and Architectural Rules and Regulations of the competent authorities. All building plans and any plans for additions and/or alterations shall be submitted to the authorities concerned after obtaining a No Objection Certificate from the owner. The owner will give its No Objection certificate after the clearance of all dues of the owner. No construction on the Plot shall be carried out without the approval from the authorities and a copy of such approval shall be forwarded to the owner before commencing any construction, addition or alteration as the case may be.

The allottee shall construct a building on the plot in accordance with the duly approved plan within 2 years after the date of offer of possession by the owner. However, without prejudice to its rights of cancellation the owner may in its discretion extend the period of construction subject to the imposition of non-utilization fee @ \_\_\_\_ per square feet at the date prescribed by the owner for such extended period.

While carrying out the construction on the Plot the allottee shall ensure that the roads and service lines, etc. are not damaged in any way and in case of any damage he will carry out the repairs immediately at his own costs, failing which the owner shall do so at the risk and cost of the allottee.

The Plot shall not be Subdivided amalgamated with any other plot except with the prior consent in writing of the company and other competent authorities and subject to such terms as the company and/or the concerned authorities may from time to time impose. The Allottee must construct their home on the basis of designs/drawings issued by smart City. Minor changes may be permitted upon the approval by the related authority.

The allottee shall become a member of Society/Association to look after common and general services of SMART CITY LARKANA Housing Scheme and shall abide by the rules and regulation of the society/Association.

The allottee shall comply with all the provisions of law and observe all the Rules and Regulations of the owner.

- THE APPLICANT AGREES: Not to bring inside the project or plot of the project except those permitted by relevant government authorities and shall not use the unit for any purpose other than for which it is developed and allotted.

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 the future.

That the allottee must abide by all bylaws as prescribed by Smart City.

That after the completion of the project any variation in size shall be adjusted at the rate per



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square yard of the cost of standard size of the concerned variation.

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

To use the plot for the purpose as specified and approved by the Company.

The allottee shall not use the said Plot or any building or structure thereon or suffer the same to be used for public religious worship and or any other purpose or manner, which may be nuisance to the occupiers of adjacent plots or other premises in the neighborhood.

The allottee shall not use the said Plot or any building or structure thereon or suffer the same to be used for the purpose of advertising or for display of any advertisement, poster or notice. The allottee shall not use the said plot to place any religious and political signage of any sort. To visit the office of the company/office of the authorities/agencies as and when required for any signatures.

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

- **ABANDONMENT OF THE PROJECT:** If for any reason, the project is abandoned, The company shall refund the amount received from the Allottee at the earliest convenience of the Company. It is, however, clearly understood that in such an eventuality, the Allottee shall, not be entitled to any claim as damages, interests or profit, etc. of whatever so ever nature.
- **DECLARATION BY APPLICANT:** I/We, \_\_\_\_\_ 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, development, connection/utilities charges according to the payment schedule decided by the Company.

\_\_\_\_\_  
**Authorized Signature for Developer**

\_\_\_\_\_  
**Read Understood & Signed by Allottee**

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

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