

# APPLICATION PROCESS & INSTRUCTION

## **Instruction for Completion of Application Form**

### **Applicants are requested to:**

- Carefully read all terms & conditions prior to signing the application form for entering into an agreement with Sukh Chayn Gardens (Pvt.) Ltd. Once application form has been signed and submitted, it is explicitly understood that the applicant agrees to the contents thereof and undertakes to abide by them in word and spirit.

### **Attach the following with the Application:**

- Two (2) recent passport size photographs.
- A clear and legible photocopy of the CNIC or passport ( for overseas clients).(To be verified with the originals at the time of booking)
- Crossed bank draft / Pay order for the specified amount (for plot size) in favor of SUKH CHAYN GARDENS (PVT.) LIMITED.
- Next-of-kin / Nominee's CNIC copy

- Clearly specify your preferences for the desired plot and the payment options.
- Note: Main Boulevard option not available for 10 Marla, 2x2 Kanal, & 3x2 Kanal plots.

## **Submission of Applications**

All completed applications will be received at the following locations:

1. Sukh Chayn Gardens (PVT.) Limited Head Office, 47, B3, Gulberg III, Lahore.
2. Sukh Chayn Gardens Housing Estate Site Office, Multan Road / Canal Road, Lahore.

## TERMS & CONDITIONS

- 1 The Purchaser agrees to pay all charges to each of their respective service providers (including connection charges to the Plot) for water & sanitation, gas, electricity, sewerage, telephone, cable / internet and other services provided to the Plot.
- 2 The Purchaser agrees to pay all property taxes, municipal fees and any other levies that may be imposed with respect to the Plot levied by the government from time to time.
- 3 The Purchaser agrees to pay all Maintenance Fees levied by the Vendor within 30 (thirty) days from the date of the Vendor's invoice for the same. Each Plot in the project will bear its proportional share of all Maintenance Fees.
- 4 The Purchaser shall comply in all respects with the provision of all applicable laws, rules, regulations, bye-laws etc for the time being in force and as amended or made from time to time and all requirements of any and all competent authorities in relation to the Plot.
- 5 The confirmation for allotment of a Plot to the Purchaser along with its applicable Terms & Conditions shall be provided through a Provisional Letter-of-Ownership which shall be issued to the Purchaser within thirty days from the date of application for booking / purchase. Actual letters of ownership will be issued after Procedure to determine the Plot Numbers for each purchaser.
- 6 In case of failure / default on the part of the purchaser to make a due payment on time as mentioned in the agreed schedule of payments, the purchaser shall be liable for "default compensation charges."
- 7 A Demand Notice shall be issued to the purchaser on default of payment of any installment. If the default is not cleared within Thirty (30) days from the due date then the Vendor shall have the right, at its option, on a ninety (90) days written notice to the Purchaser, to terminate this Agreement. If the default has not been remedied within the ninety (90) days notice period, this Agreement shall automatically stand terminated with the allotment cancelled and the installments paid to date shall be refunded to the purchaser after 5% deduction.
- 8 This agreement will be governed by and construed in accordance with the laws of Pakistan the courts of which shall be the courts of competent jurisdiction.
- 9 Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof between the Vendor and the Purchaser shall be in a final and a binding manner settled by arbitration under the Arbitration Act, 1940. Each Party shall appoint one arbitrator and in case of a difference between the arbitrators, the arbitrators shall appoint an umpire. If either party fails to choose an arbitrator within thirty (30) days of a notice from the other party to do so, the courts at Lahore, Pakistan may be requested by such party to appoint the arbitrator(s). The venue for arbitration proceedings shall be in Lahore. The language of arbitration and the appropriate documentation shall be English.

The payment of installments for the Plot shall be made by the Purchaser on the due dates according to the laid down / agreed schedule of payments.

**I ..... S/o / D/o / W/o ..... do hereby state that I have read and understood the Terms & Conditions for the purchase of a Plot in the Sukh Chayn Gardens Housing Estate as enshrined herein and that the terms and Conditions are completely acceptable to me and I further undertake to abide by them in word and spirit.**

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

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

(Name of the Applicant) \_\_\_\_\_

### Witnesses:

1. NAME: \_\_\_\_\_

2. NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NIC NO: \_\_\_\_\_

NIC NO: \_\_\_\_\_

**FOR & ON BEHALF OF SUKH CHAYN GARDENS (Pvt) LTD**

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

Designation: \_\_\_\_\_