

## TERMS & CONDITIONS

### General

1. All residents of Pakistan and Overseas Pakistanis are eligible to apply for the booking of a Residential/Commercial Plots or Villa.
2. This Booking Form can only be used for booking in the name of the registered Applicant.
3. The Original Registration Form must be attached along with other required documents.
4. Only ONE property can be booked against ONE form.
5. All columns and entries must be completed in BLOCK LETTERS. No entry is to be left blank. An Incomplete Booking Form will not be processed.

### Balloting Details

6. To be eligible for the balloting, duly filled Booking Form along with (i) accompanying documents; and (ii) Token Money & Registration/Processing/ membership fee, will be submitted, by the deadline specified. Submission and receipt of a complete Booking Form does not constitute any confirmation or representation regarding successful allotment.
7. Successful booking applicants will be determined through computerized balloting. The successful applicants so determined shall be obliged to comply with the terms and conditions of booking and allotment.
8. For unsuccessful applicants, the Amount already paid will be refunded, within three months after the balloting without any profit, interest or markup, however, the Registration/Processing/MS Fee already paid is non-refundable. For this purpose unsuccessful applicant will have to submit the Refund Form. Upon unsuccessful application, the applicant's relevant Registration & membership shall stand cancelled.
9. This balloting referred will only decide the allotment of a plot. Exact location of the plots for the Successful applicants will be determined through further computerized balloting in due course of time.

### Payment Details:

10. All payments are to be made in the shape of Pay order/Bank Draft according to the Category! Size of the property, as per the schedule of payments in favour of "Royal Developers & Builders (Pvt.) Ltd" at designated offices.
11. Installments received after due date from the allottees/applicants will only be accepted with surcharge @ 1.5% per month (which will be taken as @ 0.05% daily). Provided that if any allottee fails to pay 2 successive installments within the prescribed period, the allotment is liable to be cancelled. In the event of cancellation of the plot, the submitted payment will be refunded with 25% deduction and deduction of surcharges without any profit, interest or markup; however the Registration/processing MS fee already paid is non-refundable.
12. No applicant shall be entitled to claim or receive any interest/mark up against the amounts paid by him.
13. The discount, if any, formally announced by the management will be made available to the relevant applicant and accordingly adjusted in the last Installment of dues against the allotted plot.

### Property Details

14. One Booking Form can be used for seeking allotment of One Residential/Commercial Plot or Villa only.
15. A plot once allotted or transferred cannot be surrendered or applied for cancellation by the applicant and all amount paid on account thereof shall be NON REFUNDABLE. However, in case the plot is cancelled on details specified in Para # 11, or any reason whatsoever, then the submitted payment will be refunded with 25% deduction, without any profit, interest or markup, however the Registration/Processing/MS fee already paid is non-refundable.
16. For each preferential location i.e. corner, facing park, main road (41' to 99') applicants will pay 10% premium! Each after the balloting. In case of multiple preferences in location, the applicant will pay in multiples of 10%, 20%, 30% and 40%. For example, west open, boulevard, corner and park facing plot will be charged 40% in addition to the total amount.
17. A plot allotted to an applicant shall not be used by the allottee for any purpose other than that applied or meant for.
18. Only pre-approved elevation for a given plot can be constructed on the plots. No further construction or modification to any constructions can be done without the prior approval of Royal Orchard.
19. Notwithstanding the balloting, the exact size and location of the plot will remain tentative and subject to adjustment in accordance with demarcation/measurement of the plot at time of handing over of possession.
20. In case of extra area (over and above the allotted area) with any plot, proportionate extra amount will be charged in addition to the total amount.
21. Transfer of allotted plot shall be allowed only after the receipt of updated "No Demand Certificate". All charges shall be borne by the allottee.
22. Before transfer of plot, first allottee will be bound to clear all committed dues.
23. All Registration and Mutation charges shall be borne by the allottee along with any other government taxes in vogue.
24. The management reserves the right to allot! Sell a plot cancelled from the name of the allottee due to nonpayment of dues, or any reason what so ever, to any other applicant or person and the ex-allottee shall have no right to such a plot. The Management decision in this regard shall be final.
25. Development charges include the charges of internal development for roads, footpaths, main water supply and sewerage but does not include the cost/charges of provision of electricity, sui-gas, telephone, mosque, maintenance & transport system etc. Provision of utility & service charges shall be obtained later.
26. In addition to the dues and any dues payable under applicable laws, the allottee will be liable to pay escalation and other charges at the rates to be specified from time to time to accommodate escalations in the cost of raw material and provision of other amenities/services for urban development.
27. In case of any dispute, will be referred to arbitration by an authorized officer of the society, whose decision shall be final and binding on the parties to the dispute.
28. Every applicant will abide by these Terms and Conditions in addition to the bye-laws, rules and regulations governing allotment, possession, ownership, construction and transfer of plots, enforced from time to time by the management and any other Authority! Department competent to do so, in accordance with applicable laws.
29. Any additional charges (if imposed) shall be payable as determined by the management from time to time.
30. In case the management by virtue of any reason, fails to allot a plot, the applicant shall not make any claim of damage, compensation or interest.
31. The management can accept or reject any application without assigning any reason.

## DECLARATION

I have read all the rules and regulations accompanying this form and I hereby agree to abide by these as well as all existing and future of Royal Orchard.

Signature of the Applicant: \_\_\_\_\_

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