



Bagh e Noor

APPLICATION FORM

Preference: General _____ Corner _____ West Open _____ Park Facing _____

Applicant Name _____

S/o, W/o, D/o: _____

CNIC: _____ Age: _____ Nationality _____

Contact No.: _____ Residence _____ Office _____ Mobile _____

WhatsApp _____ Email: _____

Mailing Address: _____

_____ Jamatkhana: _____

Occupation Employed / Business / Student / Others _____

Business / Employer Name: _____

Business / Employer Address: _____

No. of dependents: (Wife and Children) _____ Others _____

Nominee: _____

Name: _____

CNIC: _____ Relationship: _____

Contact No.: Residence _____ Mobile _____ WhatsApp _____

Email: _____

Declaration:

1. I am a Shia Imami Muslim follower of His Highness Prince Karim Aga Khan;
2. I have read and understood the booking terms and conditions enclosed herewith and accept the same;
3. I declare that I shall abide by the existing rules & regulations, terms & conditions and requirements and those which may be prescribed by AKICT in this Project from time to time;
4. The above information provided are true and correct in all respect. Any discrepancies, if found, may result in cancellation of the allotment.

NOTE: Additional charges for electricity, gas, water connection, lease documentation, etc., shall be paid by allottee on demand as these charges are not included in price of plot.

_____ Date

_____ Signature of Applicant

For Office Use Only

Initial Payment Rs. _____ Pay Order No. _____ Drawn On: _____

Name and Signature: _____ Date: _____

TERMS AND CONDITIONS FOR ALLOTMENT OF RESIDENTIAL PLOTS IN BAGH-E-NOOR, SECTOR 25-A, DEH SONGAL, TAPPO GUJHRO, SCHEME-33, KARACHI

1. The name of the Project is "Bagh-e-Noor", a project of His Highness The Aga Khan Ismailia Charitable Trust (AKICT) situated in Sector 25-A, Deh Songal, Tappo Gujhro, Scheme-33, Karachi.
2. The project plans have been designed with great care, however, if any variations/deviations are needed to suit the design requirements and compliances of regulatory rules and regulations, AKICT reserves the right to do so without intimations to the applicants in the interest of the project. Accordingly, the size and location of the plot is tentative and subject to adjustment after demarcation of the plot at the time of handing over the possession.
3. The application forms will be accepted on a provisional basis along with payment of initial deposit as per payment schedule, payable through pay order / bank draft drawn in favour of "His Highness The Aga Khan Ismailia Charitable Trust" from the bank account of the applicant and/or immediate family member. Applications submitted after the expiry of application deadline and/or incomplete applications will not be accepted / processed. Further, submission of application form does not constitute confirmation or representation regarding successful allotment of plot.
4. The selection of applicants shall be made at the sole discretion of AKICT. Further, AKICT reserves the right to cancel/reject any application without assigning any reason. The decision by AKICT in this regard shall be final.
5. AKICT shall be free to exercise its rights for cancellation of allotment in the case if:
 - a. Allotment is obtained through misrepresentation of facts;
 - b. Default on the part of the applicant/Allotee or breach/violation of terms and conditions of allotment and/or non-deposit of allotment amount;
 - c. Applicants can apply for allotment of one plot per CNIC. Multiple applications on single CNIC will not be processed and all applications will be treated as cancelled;
 - d. AKICT Trustees shall not be eligible to apply for allotment of plot in the project.
6. The allotment in the project would be determined through a balloting process.
7. Successful applicants shall complete all the required formalities with AKICT within 30 days of balloting, including deposit of payment as per payment schedule. AKICT reserves the right to cancel the application if required formalities and payment are not made within the stipulated time by the applicant.
8. Until all formalities are completed, and allotment letter is issued, no rights whatsoever shall be established in favour of Allotee against the earmarked plot, including but not limited to, rights for resale, transfer or private surrender in any manner whatsoever, unless recognized and approved by AKICT.
9. Initial deposit of the unsuccessful applicants shall be refunded by AKICT within a period of 90 days after the completion of allotment process without any interest or markup thereon.
10. The successful applicants shall be obliged to comply with terms and conditions of booking and allotment.
11. A plot once allotted shall not be sold or transferred in the name of another person until the amount payable to AKICT as of date of transaction have been paid in full and NOC for sale has been obtained from AKICT by the present Allotee, and payment of transfer fee @ 5% of total cost of the unit has been made to AKICT. All such transfers shall always be subject to the terms and conditions as prescribed by AKICT.
12. Further, Allotee undertakes that future sale / transfer of the plot shall be made only to a member of the Ismaili Community, being the follower of His Highness Prince Karim Aga Khan or his successor to the Throne of Imam.
13. Before the possession of the Plot is given to the Allotee, the Plot cannot be sold by way of General Power of Attorney (GPA), and/or Sale Agreement, without prior consent/approval (NOC for sale) from AKICT. Any agreement contrary to this will be considered null and void.
14. The Allotee shall pay the escalation in price due to delay or irregular payments to AKICT, which will be decided by AKICT. The Allotee shall pay late fee and interest on dues for delay/irregular payments, levied at the prevailing bank rates on the outstanding amount. The completion of the project may be delayed, in which case, the Allotee shall have no objection to the delay in possession. Services may also be delayed.
15. The Allotee undertakes that he/she will use the plot only for the purpose it is allotted for, as per the regulatory authorities. Further, under no circumstances will the Allotee misuse any amenity nor encroach on any area / land beyond its plot. The Allotee undertakes to observe easement rights of its adjoining neighbors and other residents of the project.
16. Allotee agrees to follow one of the given designs to construct the housing unit on the allotted plot, as per construction standards and guidelines issued by AKICT. No modification to the agreed plan can be made without prior approval from AKICT. Any addition to internal spaces or encroachment on external spaces or elevational features shall not be permissible under any circumstances.
17. The Allotee shall, within a period of five (5) years from the date of possession, construct the residential unit in conformity with rules of AKICT and prevailing building control regulations. Further, Allotee shall obtain a completion certificate in accordance with the prescribed procedure. No construction, renovation and changes will be undertaken without prior NOC from AKICT.
18. AKICT, and its authorized agent, shall have unrestricted right to enter and inspect construction, renovation and changes being undertaken, as the case may be. AKICT reserves the right to stop/suspend the construction, upon identification of it not being in compliance with quality and/or specifications defined by AKICT.
19. While AKICT would make every effort to obtain permanent utility services (electric, water, sewerage and gas connections) and meters in the name of individual Allotees at the earliest, the availability of such connections and incidental services are dependent on the policy of the utility companies. AKICT will make timely payment to the authorities in connection with these services, but AKICT shall not be responsible if these service provisions are delayed. Such delays will not amount to breach of agreement by AKICT.
20. Allocation of land for development of Jamatkhana in the project has been proposed by AKICT, which may be developed in the future, with the agreement of the Council and Aga Khan Estate Office. The Allotee confirms and acknowledges that AKICT is hereby provided with the authority to handover / transfer the said land in favour of the designated authorities for development of Jamatkhana.
21. The Allotee/Buyer shall keep the common areas clear for the purpose of passage for all the Allotees/buyers/occupants of the society and shall not place any goods or create any obstruction in the same.
22. The Allotee will not misuse the amenities provided by AKICT, nor will they cover/encroach upon the open areas, nor make any partition, alteration or any holes, attachments or adhesions of any nature without the written consent from AKICT.
23. The Allotee undertakes that he/she will use the property only for the purpose that it is allotted for and that they Allotee shall maintain the society in good condition and shall not do anything in or to the said society / common areas which may be against the rules.
24. The Allotee will comply with and abide by all the terms and conditions, bylaws and such other instructions as may be issued by AKICT from time to time.

25. The Allottee/buyer will not be allowed to carry out any extra or additional work during construction/before physical possession of the Plot.
26. All correspondence from AKICT will be sent at the last registered address given to AKICT by the Allottee. Any change in address should be notified to AKICT by the Allottee in writing and non-receipt of correspondence due to incorrect or change of address will not be the responsibility of AKICT.
27. In case of death of Allottee, the assignees/legal heirs shall submit succession certificate and family registration certificate (FRC).
28. The Allotment of the Plot shall remain provisional until the full & final payment is received by AKICT.

Payment Plan

29. The price of the plot is mutually agreed between the Allottee and AKICT, which is payable as per the payment schedule. The cost is however adjustable at the time of demarcation. In case additional area is available beside the plot, it may be allocated to Allottee subject to payment of additional cost as demanded by AKICT.
30. The Allottee, in addition to normal price, shall pay extra charges for corner, west open, and park facing plots as per payment schedule. These extra charges shall be paid within 180 days of allotment confirmation.
31. Payments by the Allottee shall be made through a current dated Pay order/Bank draft/Cross cheques drawn in favour of "His Highness The Aga Khan Ismailia Charitable Trust". All payments must be issued from the bank account of the Allottee or his/her immediate family member.
32. The Allottee shall pay all installments on the due dates given in the 'Payment Schedule'. All installments shall be paid before the 10th of each month, or late payment charges will apply at the prevailing bank rates on the outstanding amount. In case of default in payment of installment, AKICT will issue a written notice as reminder for payment of outstanding amount within 30 days. The said notice shall be issued through courier and/or registered A/D on the last given address by the Allottee. If the Allottee fails to make the payment within the said period, a final notice shall be issued by AKICT extending the period for payment of outstanding dues by up-to another 15 days. If the Allottee fails to respond to the final notice, AKICT shall have the right to cancel the allotment and forfeit 10% of the total cost.
33. In the event of cancellation of allotment by AKICT due to delay of payment or for any other reasons, AKICT shall deduct 10% of total cost of the plot from the amount paid to-date. Other dues payable to date shall also be deducted from the amount already paid. The amount to be refunded shall be without any profit, interest or markup. Payment of the refund will only be made after the said unit is re-booked and the amount due to date has been paid by the new Allottee to AKICT.
34. If, for any reason the Allottee surrenders the plot to AKICT, the repayment of the paid amount will be subject to deduction of cancellation charges @ 10% of the amount due till date.
35. The Allottee, if so wishes can withdraw his/her/their allotment of the Plot on surrendering the original letter of allocation, receipt and original file to AKICT. In this event, AKICT will refund the Allottee all the amount after deduction of 10% of the total cost as establishment/service charges. The refund will only be made after the said unit is re-booked and the amount due to date has been paid by the new Allottee to AKICT.
36. Payment of installments shall be made by the Allottee/buyer as per the payment schedule, agreed at the time of allotment. Additional payments, if any, shall be paid by Allottee within 30 days of the issuance of the "Demand Notice", which will be sent at the registered address given to AKICT. If payment is not received within the prescribed period of 30 days, a "REMINDER NOTICE" will be issued informing the Allottee to make the payment within the next 15 days. If payment is still not received within the above specified period, AKICT reserves the right to cancel the allotment/allocation. The total up to date amount received will be refunded after the said unit is re-booked and payment is made by the new Allottee/buyer. At the time of refund 10% of the total cost of the unit will be deducted as SERVICE CHARGES.
37. The Booking once cancelled, cannot be reinstated/restored without payment of legal charges (i.e. 10% of total cost of unit).
38. No extension in payments shall be allowed at any point of time.
39. The discount, if any, extended by AKICT to the Allottee will be made available / adjusted in the last installment of dues against the allotted plot.
40. The Possession of Plot shall remain with AKICT, until full payment including development, documentation and utility connections charges has been paid by the Allottee.
41. The plot is offered for sale as per the agreed payment schedule and by virtue of this sale, lease shall be executed as per the lease conditions by AKICT in favor of the Allottee after full payment, including development, documentation and utility connections charges, Allottee and NOC for clearance of dues has been issued by AKICT.
42. The cost of plot does not include cost of documentation, ground rent, utility services/ connection charges with its meter charges and deposits, sub-lease charges, internal and outer development charges, and other incidental matters. The Allottee shall pay these costs in addition to the price of the plot to AKICT, promptly on demand within a period of 30 days from issuance of notice.
43. The Allottee will be required to enter into legal documentation (execution and registration of sub lease deed) after taking possession of the plot within a period of 60 days from the date of offer of possession/intimation to do so. Charges pertaining to execution of sublease deed (fees for lease, sub-lease execution, stamping, registration charges, legal/Misc. expenses, etc.) would be in addition to plot price and would be charged at rates prevailing at the time of execution of sublease. These charges shall be borne by the Allottee and would be informed later at the time of registration. Sublease shall be issued by AKICT in favor of the Allottee after receipt of full payment. In the event that the same is not paid within the period prescribed by AKICT, AKICT can cancel the allotment made to the Allottee and transfer the unit into the name of a third person at its sole and absolute discretion.
44. AKICT will charge a uniform amount from all Allottees against documentation and utility connection charges. Said amount shall be determined at sole discretion of AKICT,
45. The Allottee shall sign the necessary documents whenever needed and appear before AKICT/sub-registrar etc.

46. AKICT and Allottee appreciates that for better maintenance of project, professional hands are indispensable. For this AKICT has retained services of 'Management Company' for a period of 5 years from the handover / possession of plot and Allottee has agreed to pay such maintenance charges as periodically determined and due from time to time.
47. Allottee agrees that subsequent to time mentioned above, the responsibility for maintenance of housing unit, both internal and external, shall be solely that of the Allotees, which shall be governed by Maintenance Committee/Society formed from residents / Allotees of the project on the terms that may be prescribed by them. Allotees shall pay maintenance charges as determined from time to time by the Maintenance Committee/Society.
48. The Allottee shall pay in advance at least 24 months maintenance/service charges to AKICT at the time of taking over the possession of the Plot / Plots to enable AKICT to make regular payments of the outstanding bills and charges of various departments and wages and salaries of maintenance staff i.e. watchman, security guards, electrician, sweeper etc. employed for proper upkeep of the project. The maintenance charges do not include ground rent, property taxes and/or any other regulatory taxes and payments, that shall be borne by the Allottee in addition to maintenance charges.
49. The Allottee shall pay the outstanding amount, whatever it may be of Electric bill, Water bill & Gas Meter rent charges, which will be installed by AKICT before possession, for the convenience of Allotees.
50. The Allottee shall pay all the property taxes, lease charges, fees, valuation etc. of KMC, CDGK KDA, KE, SSGC in respect of the Plot / Plots before taking possession.
51. The Allottee shall take over physical possession of the plot once developed within 60 days from issuance of intimation letter for possession, subject to clearance of all outstanding dues, including surcharges. In case of delay, AKICT reserves the right to claim service charges for taking care of the plot, payable at the rate of Rs. 50,000/- per month by the Allottee. AKICT reserves the right to change the prescribed fee from time to time.
52. The delivery of physical possession of Plot within the specified period, entirely depends upon the regular payments of installments from Allotees.
53. Construction of infrastructure development works, to be executed by AKICT, is planned to be completed in 36 months from the date of start of construction-work, anticipated within 3 months of the allotment/confirmation time. However, it shall be subject to condition of force majeure, strike, riots, war and other calamities which are beyond the control of AKICT. This also includes changes in fiscal and regulatory policies by the government, non-availability of materials / labor, delays in payment of installments by the applicants, etc. In such conditions AKICT shall be at liberty to revise / interrupt the development schedule as well as the agreed payment schedule.
54. In addition to the payments specified above, any other dues payable under applicable laws shall be borne by the Allottee.
55. The Allottee shall pay Rs. 25,000/- for each document required by him/her/them after six months from the date of possession. This includes photocopy of indenture of Sub-lease, photocopy of any receipt or any other documents etc. AKICT reserves the right to change the prescribed fee from time to time.
56. No claim for damages or otherwise will be made on AKICT by the Allottee, if AKICT is unable to keep the time schedule for reasons beyond its control and/or due to Force Majeure.
57. If for reasons of force majeure, continuation of the project under this Agreement become impracticable, AKICT may terminate / suspend the project by giving written notice of thirty (30) days in advance. Force Majeure includes acts of God, war (declared or undeclared), hostilities, revolutions, strikes, epidemics, accidents, fire, floods, earthquakes, nuclear hazards, executive/Government restraining orders/directions and any other cause similar to the kind herein enumerated not within the control of AKICT.
58. If for any reason the project is abandoned, AKICT will refund the installments received from the Allottee. The deposit made by the Allottee will be refunded without any markup, interest or profit. It is clearly understood that in such eventuality, the applicant will not claim interest or damages of any type from AKICT.
59. In case of any litigation, case, or legal matter incurred on the said project during construction or any stage from any govt / semi-govt dept CDGK KDA, KMC, SBCA or Cantonment Board or any other persons or any agency or any association, the deposited amount will not be refunded till the settlement of the same.
60. AKICT holds the right to partner with, engage and/or outsource the entire project development to any builder/developer along with all the bookings. In such case, completion of the project and/or refund of deposited amount against cancellation of the booking shall be the responsibility of the builder/developer. Further, in such a case, the new builder will also be responsible for any changes in design and specification.
61. In the event of any question or dispute arising under or in connection with this allotment, the same shall be referred to a sole arbitrator to be agreed upon by both parties. All disputes between AKICT and Allottee shall be resolved through arbitration.

UNDERTAKING:

Besides the above terms and conditions, the Allottee will strictly comply and abide by all the terms and conditions, the orders, bye-laws and such other instructions of the authorities as may be issued from time to time by AKICT and the regulatory bodies.

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 and accept them as binding upon me.

Read, Understood & Accepted.

Signature: _____

Name: _____

CNIC No.: _____

Date: _____