



# **BOOKING AGREEMENT**

This agreement ("the Agreement") is made on the day of,,				
Between "M/S Middle East Builders" a partnership firm having its registered office at Plot No. 41, Urban Boulevard Bahria Enclave Islamabad Pakistan, hereafter referred as "The Builder" And				
The Buyer				
Mr. / Mrs		Son/Daughter of		
CNIC No		Resident of		
Telephone #		For the delication		
Mobile #		Email Address		
Nominee				
Mr. / Mrs		Son / Daughter of		
CNIC#		Resident of		
Telephone #		Email Address		
Mobile #				
The Builder and the Buyer shall hereafter be collectively termed, the Parties.				
The Property				

# NOW, THEREFORE, it is hereby agreed by the Parties that:

#### The Builder:

Apartment #

Size

Category

Total

Words

Price/Sq. Ft.

Price

- Has launched a commercial & residential building called "The Center Point"
- Holds the legal right to construct and sell the project through an agreement between Bahria Town (Pvt.) and The Builder

Floor

Covered

(Approx.)

**Total Price** 

**Category Charges** 

Area

- Will construct the Property as per attached Elevation & Architectural drawing, approved by Bahria Town
- Will deliver the aforementioned Shop unfurnished (without tiled flooring & False Ceiling) as per the attached construction plan & payment schedule.
- Will deliver the aforementioned Apartment that includes finished structure, Tiled flooring, False
  Ceiling, Doors with locks, Dressing cupboards, Bathroom fittings, windows, Electric switches,
  Ceiling Fans, Lights, Kitchen Cabinets and Stove, concealed copper ducting for the installation of
  Air conditioner.





- Reserves the right to cancel the booking and resell the Property if 2 (two) consecutive
  installments are not paid without prior written notice. In case of default in payment of
  installment and other charges by the Buyer to the Builder, the booking will be liable to be
  cancelled on expiry of period of FINAL NOTICE served by the Builder. In such event, upon resale
  of the property, the total amount paid by the Buyer shall be refunded after deduction of the
  processing fees and (20%) twenty percent of the amount paid.
- Will hold the possession and ownership of the Property until full and final payment is made by the Buyer. Upon clearance of all dues by the Buyer, the property title will be transferred to the Buyer as Bahria Town procedures.
- Builder will construct the property as per the attached internal plan; however, the Builder reserves the right to make minor technical & design changes, if deemed necessary.
- Will not perform any extra work on the request of Buyer during the construction or after finishing of the project.

#### The Buyer:

- Has seen the project plan and agrees to purchase The Property listed herein.
- Agrees to pay the installments as per the attached Annexure A signed by both the parties
- Has the right to sell/transfer the Property prior to taking over the possession after clearing all
  outstanding dues of the Builder and upon acquiring No Object Certificate (NOC) and No Liability
  Certificate (NLC) from the builder and will be subjected to transfer fee of Rs. 10,000 (Rupees ten
  thousand only) in accordance with applicable procedure set by the Builder. For any transfer
  done after the final hand-over, transfer fee will be payable directly to Bahria Town (Pvt.)
  Limited.
- Agrees to pay the resident maintenance & all other applicable charges to the Builder & Bahria Town Private Limited after the possession and final transfer of the Property.
- Shall not carry out any additions or alterations in the allotted Property by erecting any additional structure and shall not change the present elevation of the building or any part thereof. The restriction will continue even after the possession of the Property is taken by the Buyer as per By-Laws of Bahria Town private limited.
- Will neither misuse, nor allow the misuse of the amenities, provided by the Builder and Bahria Town Private Limited nor will they cover or encroach the open area, lobbies and service areas anywhere.
- Will only use the property for the residential/commercial/as per building plan's purpose and the occupants shall maintain the dwelling and land in good condition.
- Will not bring or allow any goods inside the Property that are hazardous, combustible or objectionable and shall not cause or allow to be caused any annoyance to other residents of the Property & Bahria Enclave Islamabad.

#### **Price & Payment:**

- The price of the Property does not include any Government Taxes applicable on Buyer and are to be paid by the Buyer, if and whenever applicable as per government policies.
- All payments shall be made through cross Cheques/Pay orders/Bank Drafts/Bank Transfers in the name and in favor of: M/S: MIDDLE EAST BUILDERS
- The demand notice for the payment of Dues/Over Due installments will be mailed at the postal address of the applicant and on email address provided herein by the customer, however the company shall not be responsible for non-delivery because of the change of postal or email address not promptly notified by the Buyer or postal mishaps or unforeseeable technical failure. It is Buyer's responsibility to notify the Builder of any change in the contact information.
- Late payments will be subject to 2% (two percent) surcharge per month

# Force Majeure

The construction of the project is planned to be completed within the defined period from the date of start of construction, subject to the conditions arising out of Force Majeure, Strikes, Riots, War and





other calamities and natural disasters which are beyond the control of the Builder, this also includes coinages in fiscal policies of the government. In such conditions the Builder shall be at liberty to revise and to make commercially reasonable interruptions to the construction schedule.

# **Dispute Resolution**

Any dispute or difference as to the construction of the Property or any matter of whatsoever nature arising thereunder or in connection there with arising between Builder and the Buyer either before or after the completion date, that cannot be resolved through mutual agreement, may be referred to arbitration as per the arbitration rules of Pakistan.

# **Understood, Agreed & Approved**

The Parties confirm having understood and agree to abide by the Terms & Conditions and confirm that all details provided are true and accurate in all respects and that the Parties have the requisite capacity and authority to enter into the Agreement and to perform their respective obligations hereunder.

Buyer Signature and Thumb Impression	Builder Signature and Company Stamp	
Dated	Dated	
Witness Signature	Witness Signature	
Name:	Name:	
CNIC:	CNIC:	