





# TERMS & CONDITIONS

The following sets out the basic terms upon which a unit is booked, which are binding on the buyer until signing of the 'Agreement to Sell'. As the terms of this 'Booking Form' are not comprehensive, additional terms will be incorporated in the formal Agreement to Sell to be executed by and between the Buyer and JINNAH SQUARE Residential Apartment Management ("Developer"), which shall prevail.

## PAYMENT TERMS

1. Full and final down payment must be deposited, in piecemeal or lump sum, within seven (7) working days of the payment of token money.
2. Payment will be accepted in cash, online bank transfer, and/or through a bank instrument only.
3. In the event that any payment is made through online bank transfer or cash deposit, the Buyer must present proof of payment in order to obtain a receipt.
4. If the Buyer is not currently residing in Pakistan, copy of this receipt will be sent via e-mail. The Buyer may collect the original receipt at any time, either personally or through a duly authorised representative.
5. Any payment in a currency other than Pakistani Rupee will be subject to conversion based on applicable bank rates.
6. All bank instruments must be made payable to "Zameen Medallion" or such other designated bank account as may be notified by the Developer. Payment(s) to any other account or any other entity or person will not be accepted.
7. Payment must be made to or in favour of the following account:

<b>Account Title:</b>	Zameen Medallion Pvt Ltd	<b>IBAN:</b>	PK24JSBL9123000001809320
<b>Account No:</b>	1809320	<b>Branch code:</b>	9123
<b>Bank &amp; Branch:</b>	JS Bank Limited, Ghalib Road, Gulberg		
<b>SWIFT Code:</b>	JSBLPKKA		

8. Token money and/or down payment (or any part thereof) paid by the Buyer for the booked unit shall be counted towards the sale price of the unit.
9. If any payment is made through cheque and the cheque is dishonoured, the Developer reserves the right to cancel the booking, without prejudice to any other remedies available to the Developer under the law.
10. The Buyer shall be solely responsible for all taxes, levies, transfer fees, rates, assessments, utilities, and other charges with respect to the purchased unit as applicable from time to time by relevant federal, provincial, and local authorities.

## BOOKING OF UNIT

1. This booking is subject to complete payment of down payment by the Buyer to the Developer within seven (7) working days of payment of token amount, failing which the booking shall be deemed cancelled.
2. Booking of unit shall be confirmed on realisation of down payment in clear funds in the Developer bank account and thereafter the Buyer shall have fourteen (14) days for signing the Agreement to Sell after which the instalment plan will commence.
3. If the Buyer or its authorised representative is not available for signing within the prescribed time, the Developer reserves the right to cancel the booking.
4. The Buyer shall have no right or title in respect of the booked unit until the execution of the Agreement to Sell and fulfilment of Buyer obligations thereunder, including full and final payment of sale price with respect to the purchase of the booked unit.

## CANCELLATION & REFUND

1. In case of cancellation of booking before execution of Agreement to Sell, any payment(s) made by the Buyer shall be refunded after deduction of a cancellation fee of fifteen percent (15%) of the purchase price.
2. In case of cancellation of booking after execution of Agreement to Sell, the terms of the Agreement to Sell shall be applicable.
3. In the event the Buyer fails to meet the timelines set herein, the Developer reserves the right to cancel the booking.

## GENERAL CONDITIONS

1. All information provided in this Booking Form by the Buyer must be complete and correct.
2. This booking is non-transferable and any transfer made by the Buyer without prior written approval of the Developer shall be void, and shall result in immediate cancellation of the booked unit.
3. This Booking Form is not proof of ownership and does not qualify as a title or ownership document, nor does it transfer any right or create any interest in any property to or in favour of the Buyer.
4. If any term of this Booking Form is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining terms shall not in any way be affected or impaired as a result.
5. These terms shall be governed by the laws of Pakistan.
6. In case of a conflict between the Booking form and the Agreement to Sell, the provisions of the Agreement to Sell shall prevail. Once executed, the provisions of the Agreement to Sell shall supersede and override all prior agreements, understandings, and negotiations, written or oral, between the Developer and the Buyer. Any dispute arising out of or in relation to the booking of the unit or the subject matter hereof, shall be resolved amicably between the Buyer and the Developer. In the event the dispute is not resolved within fifteen (15) days, the matter shall be referred to arbitration under the Arbitration Act 1940, or any other law for the time being in force. The parties shall appoint an arbitrator with mutual consent. The seat of arbitration shall be in Lahore and the language for arbitration proceedings shall be English.
7. All literature or marketing material published by the Developer, including but not limited to all the intellectual property rights related thereto, are strictly protected under intellectual property laws of Pakistan, and reproduction of the same in whole or in part thereof, in any form is strictly prohibited.

## DECLARATION

I/We, the undersigned, do hereby declare that I/we have read, understood, and accept the terms and conditions of this Booking Form, and any information provided herein by me/us is true and correct.

### BUYER #1

Signature

Name

CNIC

Designation

Company

Date

### BUYER #2 (IF APPLICABLE)

Signature

Name

CNIC

Designation

Company

Date

## Documents to be attached with the form

Two Recent Passport Size Photographs | Copy of Applicant's CNIC | Copy of Nominee's CNIC | Copy of Applicant's Foreign Passport/ Valid Work Permit/ NICOP/ POC