

Pre-Launch Application

The Views

This Agreement is dated _____ 2021 between:

Emaar Karachi Limited, a company incorporated in Pakistan and having its registered office at Phase 8, Zone D, DHA, Karachi (The “**developer**” which includes its successors- in-interest and assigns)

And

[_____] s/o / d/o / w/o [_____]
holder of Computerized National Identity Card No. [_____]
resident of [_____]
having Mobile No: [_____], and Email Id: [_____]

for Unit Type (tick the applicable one): [**2B / 3B / Penthouse**]

(Purchaser)

Source _____

Therefore I “Purchaser” request you to record my interest to purchase a property in the above project subject to the following:

1. I have made a payment of PKR **3,000,000/-** (Three Million Rupees only) which is refundable subject to Clause # 4, along with signing this form by pay order/ cheque in favor of “Emaar Karachi Limited”
Note (An amount of PKR 500,000 shall be deducted from the refund amount as processing charges, in case we have the inventory available and the Purchaser refuses to opt on day of the launch) **.**
2. I am aware that the details /design of the property are subject to finalization, and that this form only allows me to have an opportunity to purchase a property at the time of finalization and availability of such information by the developer.
3. All successful pre-launch applications shall be invited at a date announced by the developer for release and booking of exclusive pre-launch units and they shall be entertained on a **First come First Basis on the pre-launch date.**

4. If I do not receive allocation of property by the developer, the above deposit will be refunded by the developer within 60 working days from the launch date. (i.e **full amount as paid above**)
5. If the Purchaser opts for a Unit on the day of the launch, then the initial payment made, as above, shall be construed as partial Down payment/Interest to purchase. In that situation the Down payment/Interest to purchase shall be non-refundable and will be forfeited if the purchaser signs the Sales & Purchase Agreement (SPA) and does not pay the remaining down payment as per the schedule.
6. Nothing in this agreement/form shall bind the Developer to launch the project at any specific date, or at all. Additionally, no rights to any unit, or rights in any unit shall be available to any purchaser under this agreement.
7. This agreement shall be governed by and construed in accordance with the laws of Pakistan.
8. The Purchaser holds no rights to assign, sell, transfer or share this agreement without the prior written consent of the developer.
9. I understand that the allocation of unit is entirely at the discretion of the developer and the developer has the right to refuse/reject allocation without giving any reason whatsoever. In such an event my claim on the developer will be restricted only to the amount paid as above.
10. This agreement constitutes the entire agreement made between the parties. No representations, warranties or promises pertaining to the purchase have been made by, or shall be binding upon, any of the parties except as expressly stated in this agreement. No modification or amendment to this agreement will be effective unless in writing by both parties.

Signed by Purchaser: _____ **Signature:** _____

Witness: _____

Accepted on behalf of the developer by:

Name: _____ **Designation:** _____

Signature: _____

Witness: _____