

- 1.1 The Company operates in the marketing, facilitation, and coordination of real estate transactions for commercial and residential projects of Sydney Hawks.
- 1.2 The Customer has voluntarily applied for booking in third party Project under a mutually agreed payment plan.
- 1.3 The Parties intend to formalize their rights and obligations through this legally binding Agreement.

2. NATURE OF ENGAGEMENT

- 2.1 The Company acts strictly as a marketing and facilitation entity and shall not be deemed the developer, owner, or title-holder of the project unless expressly stated in writing.
- 2.2 The Customer acknowledges that this Agreement constitutes a facilitation arrangement and not an absolute sale deed or transfer of title.

3. PAYMENT TERMS & TIME ESSENCE

- 3.1 The total agreed consideration shall be payable strictly in accordance with the approved payment schedule.
- 3.2 Time shall be of the essence in performance of payment obligations.
- 3.3 In case of default, delay, or dishonored instrument, the Company shall have the unilateral right, without prior notice, to:
 - Suspend processing
 - Cancel booking
 - Forfeit amounts as per policy
 - Reallocate inventory
- 3.4 The Company's records shall be final and binding regarding payment status.

4. CONDITIONAL ALLOCATION

- 4.1 Facilitation of plot purchase and allocation shall commence only upon receipt of 100% of the agreed consideration.
- 4.2 Allocation of a specific plot number is subject to developer confirmation, regulatory compliance, and inventory availability.
- 4.3 No vested right, title, or interest shall accrue in favor of the Customer until formal documentation is executed by the relevant developer/authority.

5. MARKET RISK & FORCE MAJEURE

- 5.1 The Customer acknowledges that real estate transactions are subject to market volatility, regulatory frameworks, and third-party approvals.
- 5.2 The Company shall not be liable for non-delivery or delay caused by:
 - Developer refusal or policy changes
 - Legal disputes or encumbrances
 - Governmental or regulatory action
 - Economic fluctuations
 - Force majeure events including but not limited to natural disasters, war, civil unrest, political instability, or acts of God
- 5.3 The Customer expressly waives any claim for anticipated profits, appreciation value, damages, or consequential losses.

6. EXCLUSIVE REMEDY – ADJUSTMENT MECHANISM

- 6.1 In the event the intended plot cannot be facilitated after full payment due to reasons beyond the reasonable control of the Company, the Customer agrees that the sole and exclusive remedy shall be adjustment of the paid amount against any available inventory.
- 6.2 Such adjustment shall be calculated strictly at the prevailing market rate at the time of adjustment, irrespective of the original booking rate.
- 6.3 The Customer irrevocably waives any right to demand enforcement of original pricing or specific performance.

7. NON-REFUNDABLE NATURE OF PAYMENTS

- 7.1 All payments made under this Agreement are strictly non-refundable.
- 7.2 Refund may only be processed upon written approval by the Board of Directors or an Authorized Director of the Company.
- 7.3 In absence of such written approval, funds shall only be adjusted against available Company inventory.

8. LIMITATION OF LIABILITY

- 8.1 Under no circumstances shall the Company's aggregate liability exceed the total amount actually received from the Customer.
- 8.2 The Company shall not be liable for indirect, special, incidental, speculative, or punitive damages.

9. INDEMNITY

- The Customer agrees to indemnify, defend, and hold harmless the Company, its directors, shareholders, affiliates, employees, and agents from any claims, liabilities, losses, or proceedings arising from:
- Customer's breach of obligations
 - Misrepresentation
 - Third-party disputes initiated by or through the Customer

10. ENTIRE AGREEMENT & NON-RELIANCE

- 10.1 This Agreement supersedes all prior discussions, representations, marketing materials, and verbal communications.
- 10.2 The Customer confirms that no verbal assurance, promotional material, projected return, or future promise shall be binding unless incorporated herein in writing and duly signed by authorized management.

11. DISPUTE RESOLUTION

- 11.1 The Parties shall first attempt amicable settlement.
- 11.2 Failing settlement, disputes shall be subject to exclusive jurisdiction of the competent courts of Pakistan.
- 11.3 This Agreement shall be governed by the laws of the Islamic Republic of Pakistan.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties, their legal heirs, successors, and permitted assigns.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement voluntarily and with full legal understanding.

Customer Signature: _____