

UNDERTAKING/AFFIDAVIT

I, Mr./Ms _____ S/D/W/O _____,
_____, Resident
of _____
_____ having CNIC No. _____

hereby unconditionally undertakes as under:-

1. That a residential villa No. _____ measuring _____, (hereinafter referred to as the "Villa") had been allocated to the Deponent in the Project, "DHA Multan Premium Homes" DHA Multan having _____ Number _____ situated at DHA Multan, and by virtue of the payments made in lieu of down payment, Membership Fee & Miscellaneous charges with regard to the Villa, DHA Multan had issued the allocation letter reference no. _____ dated _____.
2. That the remaining payments had been undertaken by the Deponent to be paid in installments to DHA Multan as per the specified schedule.
3. DHA Multan, in order to facilitate the Deponent upon its request, will be handing over the possession of the Villa to the Deponent prior to the complete payment of installments as per installment schedule, and payment of other charges and the Deponent is willing to take over the possession under the terms and conditions specified as under which shall be binding on the Deponent unconditionally.
4. The delivery of possession to the Deponent shall be subject to the unconditional and unwavering compliance of the following conditions:
 - i. The Deponent shall continue to make the installment payments regarding the Villa strictly as per the given Payment Schedule. The Deponent further undertakes to pay a surcharge @ 16% per annum for each day of delay on the defaulted amount as per DHA Byelaws.
 - ii. The Deponent renders its unconditional consent that DHA Multan shall only be bound to transfer the legal title of Villa in my name upon the complete payment of all the outstanding installments, charges, dues, and similar payments due and outstanding in favour of DHA Multan.
 - iii. The Deponent undertakes to pay all the charges that shall accrue in respect of the transfer process of Villa in the name of Deponent along-with documentation charges upon the complete payments of all dues.
 - iv. The Deponent undertakes to continue to pay requisite taxes in the Government Treasury at the applicable rates along with each payment of installment to DHA Multan.
 - v. Deponent agrees and undertakes that DHA Multan shall be at liberty and be legally entitled to cancel the allocation letter issued in favour of the Deponent, and take the possession of villa back from the Deponent in case of non-payment of any three full installments or any two installments and part thereof within the period as per the payment schedule.
 - vi. Deponent agrees that allotment letter regarding the Villa shall only be issued by DHA Multan after payment of all the installments and other charges to DHA Multan as per the payment schedule, DHA Multan's bye-laws and prescribed under the law.

- vii. After taking over possession of the Villa, the Deponent shall be bound to regularly pay the charges of security system and all other utilities (electricity, gas, water, etc.) for the villa without any default.
 - viii. The Deponent undertakes that it shall not carry out any alteration or additional construction on the Villa without the written permission of DHA Multan. However, if the permission in writing would be granted by DHA Multan, it shall be at the sole risk and cost of the Deponent, who shall not be entitled to claim any recurring expenses from DHA Multan in this regard.
 - ix. The Deponent shall be solely responsible for maintaining the Villa from own resources and nothing shall be claimed from DHA Multan in this regard.
 - x. The Deponent shall not carry out any illegal activities in the Villa which are prohibited under land laws and Bye Laws of DHA Multan, further the Deponent shall not be entitled to hand over the possession of the Villa to any other person illegally or create any third party right or obligation in respect of the Villa in any manner whatsoever without clearing all the dues.
 - xi. The Deponent undertakes to pay additional development charges that may be imposed due to the escalation or any other essential reason by DHA Multan.
 - xii. Deponent undertakes that taking possession of villa shall not confer any right of ownership on the Deponent unless all the outstanding installments and other charges shall be paid and the allotment letter be issued with respect to the Villa by DHA Multan.
 - xiii. Deponent shall not be entitled to place the Villa under any kind of mortgage prior to the payment of all outstanding dues to DHA Multan otherwise it would be treated as a material breach of this undertaking warranting immediate recovery of possession.
 - xiv. Deponent shall not be entitled to sell, alienate or transfer the Villa or transfer the possession of the Villa to anyone till the payment of all outstanding installments and charges to DHA Multan or without the issuance of NOC by DHA Multan in this regard. Violation of this clause shall entitle DHA Multan to take over the possession of the Villa along with forfeiture of all the paid installments, down payments, other charges, etc. which have been paid to DHA Multan.
5. Deponent undertakes that all the terms and conditions as specified by DHA Multan as well as all the undertakings provided / admitted by me in this letter or agreed previously, shall be fully complied with and in case of any breach of obligation on the my part, DHA Multan shall be legally entitled to take the possession of villa back from me, moreover DHA Multan shall also be entitled to cancel my allocation and DHA Multan shall be entitled to forfeit all the payments made by the Deponent with regard to the Villa and I shall not be entitled to take the matter in any court of law in this regard

DEPONENT

WITNESSES:

1- Mr.

2- Mr.