

## 1. Engagement & Nature of Arrangement

1.1 The Company is engaged in the business of marketing, facilitation, and coordination of real estate transactions in Sydney Hawks projects as an authorized Premium Sales Partner.

1.2 The Customer has voluntarily applied for booking/subscription in a third-party project under a mutually agreed payment plan.

1.3 This Agreement formalizes the rights and obligations of the Parties and constitutes a legally binding facilitation arrangement.

1.4 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.

1.5 This Agreement does not constitute a sale deed, transfer of title, partnership, joint venture, or equity ownership in land or structure.

## 2. Nature of Subscription (Executive Floor SQFT)

2.1 The Customer subscribes to non-possession, non-refundable Executive Floor square footage (SQFT).

2.2 The subscribed SQFT represents a notional business participation and revenue-sharing interest only and shall not be construed as:

- Ownership of immovable property
- Leasehold or tenancy rights
- Allotment of any specific unit, shop, office, or demarcated area
- Any registrable or transferable interest in land

2.3 The SQFT is purely notional for profit allocation purposes and does not correspond to any physically identifiable space.

2.4 The Customer expressly waives any claim to possession, occupancy, management control, title, or specific unit identification.

## 3. Payment Terms (Time of the 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 fulfilling payment obligations.

3.3 In the event of default, delay, or dishonored instrument, the Company may, at its sole discretion and without prior notice:

- Suspend processing
- Cancel the booking/subscription
- Forfeit amounts in accordance with policy
- Reallocate inventory

3.4 The Company's financial records shall be final and binding regarding payment status.

## 4. Possessionable Inventory

4.1 Sydney Hawks offers possession-based inventory, including developed and non-developed plots, shops, and offices in its partner projects, subject to availability. Clients may convert their previously booked SQFT units into this possession-ready inventory by adjusting the applicable price difference, thereby transferring their investment into a physical, deliverable asset.

## 5. Conditional Allocation (Where Applicable)

5.1 Facilitation of any plot purchase or allocation shall commence only upon receipt of 100% of the agreed consideration.

5.2 Allocation remains subject to developer confirmation, regulatory compliance, and inventory availability.

5.3 No right, title, or interest shall accrue in favor of the Customer until formal documentation is executed by the relevant developer or authority.

## 6. Profit Sharing Mechanism

6.1 The Customer may be entitled to a variable profit share derived from operational revenues generated within the Executive Floor.

6.2 Profit distribution:

- Shall be proportionate to subscribed SQFT
- Shall depend on actual business performance
- Is not fixed, guaranteed, or assured

6.3 The Company makes no representation regarding minimum returns, capital appreciation, or guaranteed rental yield.

## 7. Non-Refundability & Exclusive Remedy

7.1 All payments made under this Agreement are strictly non-refundable.

7.2 In circumstances where facilitation cannot proceed due to factors beyond the Company's reasonable control, the Customer agrees that the sole remedy shall be adjustment of the paid amount against available Company inventory.

7.3 Any adjustment shall be calculated at the prevailing market rate at the time of adjustment.

7.4 Any transfer or adjustment request shall remain subject to Company approval and applicable administrative charges.

## 8. Market Risk, Force Majeure & Liability

8.1 The Customer acknowledges that this is a commercial risk-based arrangement subject to market volatility, regulatory frameworks, operational performance, occupancy variation, and economic conditions.

8.2 The Company shall not be liable for:

- Developer refusal or policy changes
- Legal disputes or encumbrances
- Governmental or regulatory action
- Market downturns or economic fluctuations
- Force majeure events including natural disasters, war, civil unrest, political instability, or acts of God

8.3 The Customer waives any claim for anticipated profits, appreciation, consequential loss, or speculative damages.

8.4 The Company's aggregate liability, if any, shall not exceed the total amount actually received from the Customer.

## 9. Indemnity

The Customer agrees to indemnify and hold harmless the Company, its directors, shareholders, affiliates, employees, and agents against any claims, liabilities, or losses arising from:

- Breach of this Agreement
- 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, projections, or verbal communications.

10.2 No verbal assurance, promotional statement, or future projection shall be binding unless incorporated herein in writing and duly signed by authorized management.

## 11. Dispute Resolution & Governing Law

11.1 The Parties shall first attempt amicable settlement.

11.2 Failing settlement, disputes shall be subject to the 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 and 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: \_\_\_\_\_