

TERMS AND CONDITIONS

1. The name of the Project shall be “ _____ ” which is being constructed at By-pass, Hyderabad.
2. The Plot of the above project are offered for sale on ownership basis and shall be booked on first come first served basis against Cash basis. The Terms & Conditions, Application Forms, Cost & Payment Schedule, Specification, Undertakings and the approved documents etc, shall be signed by the applicant (allottee) which will form part of Contract/Agreement for allotment of the said unit of the project.
3. The possession of the Plot shall rest with the Company until full and final payment is received by the Company.
4. That the complete amount will be paid by the applicant/allottee to the Company strictly within the given period or the demand letter of the Company.
5. That the allocation of the particular number of the Plot of the Project to the applicants are provisional and the same can be changed or altered, if required so by the Company or any reason.
6. That the cost of Plot as given is the cost and payment schedule does not include ground rent, registration fee, leased documentation fee with preparation and execution charges of electricity, gas, water and sewerage, compulsory insurance charges amenities and company's service charge etc, shall be paid by the buyers to the company within fifteen (15) days on demand, which are not refundable under any circumstances.
7. The payment of the installments shall be made by the buyers strictly according to the Payment Schedule. Payment of all the due installments must be made to the Company by the buyers within (10) days from the date of installment is due or from the issuance of the demand notice. The time fixed for the payment of each installment according to the payment schedule is the essence of this allotment/contract/agreement and the amount received by the company till that time will be refunded after deducting an amount equivalent to 10% of the total cost of the Plot as establishment/service charges. Refund of the refundable amount relating to the cancelled Plot shall be made by the Company to the buyer only after re-booking of the cancelled Plot OR entirely at the discretion/convenience of the Company.
8. That in case the applicant/allottee decides to surrender the booking of the Plot the amount deposited shall be refundable after deduction of 10% of the total cost of the Plot as establishment/service charges, which shall be refunded only after re-booking of the concerned Plot or entirely at the discretion/convenience of the Company.
9. That the company reserves the right to seek change of the project's name at any stage for whatsoever reason.
10. That the allottee will not sublet transfer or sell his/her Plot to any one, before taking possession and without prior written permission of the Company. However, the Company reserves the right to allow such transfer in receipt and clearance of all the outstanding dues up to that time along with Transfer Fee @ 5% of Unit Price in lieu of the establishment expenses.
11. That the allottee will extend full co-operation to the Company in connection with the preparation and execution of the sub-leased documents and production and completion of the documents and shall attend the Company's and Sub-Registrar's or any other office or department whenever intimated or called upon by the Company. In case of failure to attend the Sub-Registrar's office on the intimated scheduled date by the allottee, an amount of PKR Rs. 5000/= will be charged as Company's service charges. Further failure or any delay on part of the allottee in providing documents or preparation and execution of the Sub-Lease or any other document, entire amount shall be paid by the allottee to the Company on demand within thirty (30) days. Failure to pay the demanded amount within this period by the allottee, Company will charge a penalty @ 2% per month.
12. In case of failure on the part of the allottee to make payments within the prescribed period of time or after seven days of FINAL NOTICE, the allocation/allotment/booking will stand cancelled, the amount deposited by the allottee shall be refunded to him amount deposited/paid being the service, establishment & advertisement charges.
13. In case any allottee subsequently wishes to surrender his/her unit to the Builder or the same is cancelled on the basis of

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14. (12) mentioned above, the deposited amount will be refunded after one year of the completion of the Project, with deduction of 25% of the unit cost from the deposited amount of the allottee being the services, establishment and advertisement charges.
 15. The possession of the unit shall be handed over after payment of full cost, dues and other charges of the said unit. In case lease of the unit is executed for the purpose of obtaining loan and the loan is sanctioned and unit is constructed and completed, the possession of the same will not be handed over to the Allottee till full payment is made and other dues and charges are cleared by the Allottee.
 16. . The area of Plot mentioned above is approximate, upon actual measurement of the unit is found excess or less, the allottee shall be charged on the actual area on proportionate basis. The area of the allotted unit is mentioned on the back of the schedule.
 17. That in case the No. and area of allotted/booked unit is changed due to some technical reason the allottee shall not raise any
 18. objection to it.
 19. Sub-Lease of the Plot of the Project shall be executed by the Company in favor of the Allottee after three (3) years. In this connection no allottee shall force the Company for earlier execution of the Sub-Lease.
 20. Company shall have full rights to change the Plot or block before the issuance of Provisional Allocation Letter. In case the allottee is not agreeable by the change of Plot or block he/she may be given refund of their deposited amount as per terms and condition of the refunds of the surrender / Plot.
 21. Company shall have full authority to cancel the booking of the units of the project, booked by the undesirable persons.
 22. Company will arrange for water lines to all the underground water tanks of the project. In case water supply is not received or disrupted, Company shall have no responsibility and the allottees will have any claim against the Company nor shall the Company be approached by the allottee in this connection.
 23. The maintenance of the Project/Scheme and providing necessary services will be the responsibility of the builder/developer till formation of society / Association, for which necessary maintenance charges will be levied by the builder/developer. All such charges will be paid by the allottee to the builder/developer on demand promptly in order to maintain the project/scheme in proper condition. The builder/developer will frame certain Rules and Regulations in this connection from time to time and all the allottees will be bound to follow those rules and regulations.
 24. The builder/developer will make every effort to obtain permanent electricity. Sui-Gas, Water and Telephone Connection and their respective meters in the name of individuals/allottee at the earliest by making timely payments of challans, estimates, connection charges etc, in connection with these services. However, the availability of the above mentioned services depends on the authorities and the builder/developer accepts responsibility if these services are delayed.
 25. The construction of project is supposed to be started after five months from the date of announcement of the project and is supposed to be completed within time subject to the force-majeure, strike, riots, war and other calamities which are beyond the control of the builder/developer. This also includes changes in fiscal policies of the government, in such condition the builder/developer shall have liberty to revise/interrupt the construction schedule.
 26. If the project is abandoned due to any reason, the company will refund the amount of installments received from the allottee within 90 days from the date of announcement of abandoned project. It is clearly understood that in such case, events and circumstances the allottee/applicant will not be entitled to claim, interest or damages or any other loss except the original amount paid.
 27. That the Allottee MUST take over possession of the booked units of the project within FIFTEEN (15) days of the issuance of the intimation from the Company and in case the allottee fails to take over the possession within the stipulated period, the Company will not be responsible for the maintenance or damages of the property likewise the company shall have no responsibility of the un-occupied unit if illegally encroached upon by any other outsider.
 28. Although the company will make every effort to apply in time to the authorities or concerned departments to obtain individual connections of gas, electricity, water and sewerage etc. but the availability of these services is dependent

entirely on the concerned departments and Company shall not be responsible for any delay in this regard for whatsoever reason.

29. That the allottee shall be bound to pay the Company on demand any excess amount of the electricity connection estimates payable to the WAPDA and the actual cost of Generator/Lift.
30. Sewerage system in the Project will be laid by the Company according to the need of the Project and the allottees shall not raise any objection in this respect.
31. That for all contacts and correspondences Company will use the allottees last given address as per record of the Company. The Company shall however not be responsible for non delivery of any letter or Notice etc, due to any reason.
32. That the allottee / buyer shall not bring inside the Plot of the project any goods or machinery which are hazardous and combustible, the allottees shall not make any internal or external addition or modification without prior approval from the competent authority.