

General Terms & Conditions

1. The construction work of the project is expected to be complete within 48 months of the time from the date of allocation. This of course, does not include any catastrophe of whatsoever nature.
2. The physical possession of the flat shall be handed-over within the specified period as mentioned in para 1 above and shall entirely depend upon regular receipt of installments from the buyer.
3. The amount of loan from loan giving agencies is tentative and shall be subjected to the availability of funds and compliance of the requirements of the agency by the buyer. In case the amount of loan is not made available in whole or part, the balance shall be payable by the buyer on demand.
4. The payment of installment shall be made by the buyer within 15 days from its due date without waiting for receipt of demand notice. The notice / reminder shall be delivered at the address given by the applicant. If payment is not received within 15 days the provisional allocation of the flat shall be cancelled and amount deposited by the buyer will be refunded after deduction of 10% of the total cost of the flat, after the said flat is re-booked to a new buyer.
5. All the service charges / deposits / leases / mortgage stamping etc., Electric, Gas & Water connection charges etc., will be borne by the allottees.
6. The possession of the flat shall rest with the builder until the full and final payment is made by the buyer to the builder.
7. If for any reason the project is abandoned, the builder will refund the installments received from the buyers within 30 days from the announcement date to this effect with clear understanding that the buyers shall not claim any damages whatsoever.
8. If a buyer decides to surrender the flat or fails to complete the documents in time or his / her failure to secure the loan, he / shall lose the right and entitlements of allotment and enlistment shall stand cancelled and he / she shall be allowed to get the refund of the deposited money as per procedure indicated above.
9. That the price and time factors are governed by K.D.A. / K.M.C. Cantt. Board and will always remain binding and acceptable to the buyer of the flat and the builder shall not be challenged at any level as there shall be no unilateral price escalation by the builder towards the basic cost of the flat.
10. The allottee will not sublet, transfer or sell the apartment to anyone before taking possession without the prior written permission of the builder. The builder may allow such transfer on receipt of all outstanding dues at that time-and shall claim service charges @ 3% in lieu of expenses in connection with documentation, etc.,
11. Any internal additions or alternations desired by the buyer shall be subjected to the approval of the builder and its full cost will be made in advance by the buyer.
12. That flats will be allotted to the Members by the way of Balloting or any other method / procedure which the builder deems fit.
13. No shop holder will be allowed to make any trouble making business like Hotel, Tandoor, Factory, Iron, Steel Welding Work or any non Hygienic activity that could give trouble to Residents.
14. In case of permanent, individual domestic electric connection and meter is not available in time the company may provide electricity through available Commercial Connection or obtain temporary token loan and the cost of this will be shared equally.

Read, understood & accepted
Signature of Applicant

Sohairah
Associate

Builders & Developers

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