

## TERMS & CONDITIONS

Membership No. \_\_\_\_\_

**1. ELIGIBILITY CRITERIA**

- a. All Pakistani citizens (including GB, AJK are eligible for allotment through software balloting.

**2. COST OF APARTMENT**

- a. The tentative costs are subject to variations on account of escalation in prices and unforeseen circumstances. The cost of apartment, if increased due to the factors beyond control of PHA Foundation, shall be finally determined and charged from the allottees on the basis of actual expenditures incurred on completion of the apartments which will be communicated to the allottees in due course. Actual escalation as per statistical bulletin shall be charged/ recovered either during execution/currency of the project or at the time of handing over of possession as the Authority may decide.
- b. The allottees shall be required to bear, in case required in future, the increase in expenses on account of consultancy charges and any unforeseen expenses, contingent on the execution of the scheme in the form of taxes, overheads etc., including the expenditure on account of the establishment / service charges of PHA Foundation as may finally be determined and shall be approved by the Authority.
- c. The one time or recurring charges / expenditures on account of individual external water, electric and gas connections and other services shall have to be borne by the allottees themselves.
- d. Statutory taxes as per law of the land shall be applicable.

**3. PAYMENT SCHEDULE**

- a. 50% amount will be deposited as down- payment with application form alongwith **non-refundable** enlistment / processing fee of **(Rs. 5,000/- for Federal Government Employee)** and **(Rs.25,000/- for General Public)**.
- b. **Remaining 50% amount of apartment price will be payable in 06 equal quarterly installments.**
- c. **NO rebate on part or full payment shall be admissible on these allotments.**
- d. The allottees are bound to pay all other charges, including unprecedented escalation, bank charges, stamp duties, reserve fund, statutory levies, taxes, etc.
- e. The payment schedule, indicating the date and amount, by which the payment is required to be made, will be communicated in the offer letter. Any deviation from the payment schedule will be liable to **Delay Payment Charges @ 1% per month (for exact number of days)** of the installment amount or cancellation of apartment whichever is applicable as prescribed in the procedure.
- f. Requisite down-payment along with the duly filled application form will be submitted in PHA Foundation head office by the member being successful in balloting.
- g. Installments shall be directly paid in favor of PHA Foundation in the shape of Demand draft / Pay Order having particular of allottees and their apartments on Demand Draft/Pay order.
- h. No direct cash payments in Foundation office will be accepted.
- i. No call up notices / reminders will be issued to allottees for payment of installments; hence allottees are requested to adhere to the installments payment schedule.
- j. The possession fee shall be charged as per prescribed rates.

**4. CANCELLATION OF APARTMENTS**

- a. Apartment shall be cancelled in case of non-payment of 3 consecutive installments.
- b. Cancellation notices will be issued after the default of three quarterly installments and after the issuance of third notice; allotment will be cancelled if the allottee fails to deposit the requisite amount within the given date of the third and final notice.
- c. Cancellation notices will include notice through letter on the address provided by the applicant. It shall be the responsibility of the allottee to inform PHA Foundation in case his/ her postal address changes, failing which PHA Foundation will not be held responsible for non-communication of any kind.
- d. PHA Foundation shall have the right to either retain or dispose of the cancelled apartment, as per policy.
- e. If any personal information regarding service is proved wrong at any stage after allotment, PHA Foundation reserves the right to cancel the apartment and the amount deposited against the apartment shall be forfeited.
- f. Apartment shall stand cancelled in case of any violation of PHA community by-laws.
- g. In case of cancellation due to non-payment of installments the deposited amount shall be refunded after deduction of 10% deposited amount and the amount will only be refunded when the cancelled apartment is auctioned in open market.
- h. Apartment shall stand cancelled in case of any violation of PHA community by-laws.
- i. Apartment shall stand cancelled in case an allottee does not take possession of the apartment up to six months of formal offer handing over of the apartment by PHAF three notices will be issued and then the apartment will be cancelled.
- j. Any alteration/ modification in the internal/external design of the apartment without prior permission of CDA/ PHA-F are strictly not allowed and illegal. Any additional construction/modification to the construction and property rights are restricted to entrance door of the apartment. The apartment shall stand cancelled in case of any construction/alteration/modification in the apartment /site.

**5. IMPORTANT GUIDELINES FOR ALLOTTEES**

- a. To cater for escalation in prices, PHA Foundation reserves the right to make appropriate changes/adjustments in the final sale prices and design of the apartment, if deemed necessary.
- b. PHA Foundation reserves the right to shift the allotment of any apartment at any stage due to any reason(s) in the same project or at any other project of PHA Foundation.
- c. All open areas within the project premises including rooftop of blocks shall remain the property of PHA Foundation at all times and the authority (or its authorized entity) reserves the right to utilize them in whichever way they deem fit. Right of the allottee is restricted to the apartment's premises.
- d. No allottee shall have the right to make alteration / construction within or outside his / her apartment including parking sheds or projections etc.
- e. From the day of PHA Foundation's formal offer for possession to all its allottees, minor defects of the apartments shall be repaired free of cost by PHA Foundation through its contractor for only a period of one year. This period shall not be extended to those allottees who do not take possession after PHA Foundation's offer for taking over possession. Day to day routine maintenance, cleanliness, watch & ward and water management etc. will be the responsibility of the allottees.
- f. If an allottee does not take possession within the stipulated period of offer, PHA Foundation will not be liable for any loss, theft, illegal possession and maintenance whatsoever. This delay in taking possession may lead to cancellation of allotment. Delay possession charges as per prescribed rate shall be charged.
- g. Apartments shall only be used for residential purposes and in no case, whatsoever can be used for any other purposes.
- h. The respective allottees or occupants shall abide by the existing by-laws / rules / terms and conditions of the concerned local authorities and PHA Foundation.
- i. Delayed payment charges are levied @ 1 % per month for late payment of installment (for exact No. of days). Waiver of delayed payment charges is not permissible; hence allottees are advised not to apply for waiver of delayed charges.
- j. Payment schedule will be issued after balloting .Allottees will have to strictly adhere to the payment schedule. No separate call up notices shall be issued to allottees for payment of routine installments.
- k. No bank profit will be paid for early payment of installments
- l. No bank profit / rent will be paid if the project is delayed due to any reason.
- m. No bank profit / markup is payable to allottee in case of withdrawal of the scheme due to any reason.
- n. All the correspondence will be made on the mailing address of the applicant mentioned in the application form. Allottees are requested to intimate to PHA Foundation regarding the change of address, failing which PHA Foundation will not be held responsible for non-communication of any kind.
- o. PHA Foundation shall send the letters to the parent department of the applicants regarding verification of the service status which is provided by the applicant. However till the verification letter is received from the department, Provisional allotment letter will not be issued.
- p. In case of disaster due to any natural calamity or any other reason, PHA Foundation shall not be responsible to make the losses good.
- q. In case the project is closed due to any reason whatsoever, the allottees shall be entitled for refund of deposited amount against the apartment price without any profit / markup.
- r. The information about nominee as provided in the application form is only to contact allottee, in case of no response from address provided by the allottee.
- s. Formal allotment letter shall be issued on clearance of all the dues on request of the allottee.
- t. Decision of PHA-F shall be final in case of dispute /contradiction or where interpretation/ of clause etc. would be need.

**THUMB IMPRESSION**

Phone: 051-9201548

Signatures with Date \_\_\_\_\_