



**TERMS & CONDITIONS FOR PHA MINAWAR GILGIT RESIDENCIA PROJECT****1. ELIGIBILITY CRITERIA FOR OFFICERS/OFFICIALS**

- 1.1. Federal/Provincial (Government of GB) Government Officers/officials, cadre and ex-Cadre Officers/officials are eligible.
- 1.2. Only those Federal/ Provincial Government & ex-Cadre Officers/officials are eligible for allotment in PHA Residencia Minawar Heights Gilgit project who have registered themselves with PHA Foundation via Membership drive.
- 1.3. Regular BPS shall be considered as on the cutoff date / date of balloting for the allotment.
- 1.4. The eligible Officers/officials will be offered apartment after balloting. This offer will also stand valid to the legal heirs of the successful applicant in case of his / her death.
- 1.5. An officer/official will be entitled to only one house/apartment from PHAF.

**2. INELIGIBILITY CRITERIA FOR OFFICERS/OFFICIALS**

- 2.1. The pay scale of selection grade, acting charge, adhoc, contract appointment is ineligible.
- 2.2. The Officers/officials who have been dismissed from the Government service on disciplinary grounds are ineligible.
- 2.3. Resignation or retirement of Officers/officials without terminal benefits makes them ineligible for allotment.
- 2.4. Federal/ Provincial Government Officers/officials, who have been allotted any house / apartment under PM's scheme as Provincial Government officer by PHA Foundation anywhere in Pakistan, whether retained or disposed of, shall be ineligible.
- 2.5. Contract, adhoc or contingent pay scale / staff employees shall be ineligible.
- 2.6. Officers/officials who do not possess membership are ineligible.

**3. ALLOTMENT OF HOUSE/ APARTMENTS**

- 3.1. Offer letters shall be issued to allottees in due course of time after balloting.

**4. CANCELLATION OF ALLOTMENT**

- 4.1. Allotment shall be processed for cancellation in case the successful applicant after balloting does not deposit the \_\_\_ % down-payment of house/ apartment's price within specific time given in offer letter.
- 4.2. The allottee at any stage can opt for cancellation of his/her allotment subject to deduction of cancellation charges i.e. 10% of due amount or as decided by the authority time to time in line with the existing decision of BoD.
- 4.3. Allotment shall be processed for cancellation in case of non-payment of 5 consecutive installments.
- 4.4. Cancellation notices will be issued after the default of three quarterly installments and after the issuance of third notice, allotment will be processed for cancellation if the allottee fails to deposit the requisite amount within the given date of the third and final notice.
- 4.5. 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.
- 4.6. PHA Foundation shall have the right to either retain or dispose of the cancelled house/ apartment, as per policy.
- 4.7. If any personal information regarding service is proved wrong at any stage after allotment, PHA Foundation reserves the right to cancel the allotment and the amount deposited against the apartment shall be forfeited.
- 4.8. In case of cancellation due to non-payment of installments the deposited amount shall be refunded after deduction of 10% of the unit price or as decided by the authority time to time after the sale of apartment in market.
- 4.9. Allotment shall be processed for cancellation in case of any violation of PHA community by-laws.
- 4.10. Allotment be processed for cancellation in case an allottee does not take possession of the apartment up to six months of formal offer of the allotment by PHAF. Three notices will be issued and in case of failure to comply, the allotment will be processed for cancellation.

- 4.11 Any alteration/ modification in the internal/external design of the apartment without prior permission of local Government GB and PHA-F is strictly not allowed. Any additional construction/modification to the construction and property rights are restricted to entrance door of the house/ apartment. The allotment be processed for cancellation in case of any construction/alteration/modification in the house/apartment /site.

## **5. COST OF APARTMENT**

- 5.1. 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 due to any reason beyond the 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 PHA Foundation may decide.
- 5.2. The allottees shall be required to bear, if 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 PHAF.
- 5.3. 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.
- 5.4. Statutory taxes/duties as per law of the land shall be applicable.

## **6. PAYMENT SCHEDULE**

- 6.1. \_\_\_% amount will be deposited as down- payment with application form / after the balloting of the apartment along with non-refundable enlistment / processing/ documentation fee of Rs.15,000/-for general public and Rs.10000/-for government employees.
- 6.2. The successful applicant will have to deposit down-payment within given date of issuance of offer letter. In case the successful applicant after balloting does not deposit the requisite down-payment within the given time, the allotment shall be processed for cancellation.
- 6.3. The successful applicant will have to deposit \_\_\_% payment of the apartment in \_\_\_ equal quarterly or 60 monthly installments which will be issued after deposit of down payment.
- 6.4. Rebate of 2.5% shall be allowed in case the successful applicant after balloting deposits 50% down payment and 5% in case of payment upto 100% of apartment price.
- 6.5. The allottees are bound to pay all other charges, including unprecedented escalation, bank charges, stamp duties, reserve fund, statutory levies, taxes, possession fee, late possession fee, watch and ward charges etc.
- 6.6. The payment schedule, indicating the date and amount, by which the payment is required to be made, will be communicated in the offer letter. Non adherence to the payment schedule, the allottee will be liable to Delay Payment Charges @ 1% of the installment amount.
- 6.7. 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.
- 6.8. 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.
- 6.9. No direct cash payments in Foundation office will be accepted.
- 6.10. 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.

## **7. IMPORTANT GUIDELINES FOR ALLOTTEES**

- 7.1. In case of apartments all open areas within the project premises including rooftop of blocks shall remain the property of PHA Foundation and the PHAF (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.
- 7.2. No allottee shall have the right to make alteration / construction within or outside his / her house/ apartment including parking sheds or projections etc. The violators will be penalized as per rules/procedures in vogue.
- 7.3. From the day of PHA Foundation's formal offer for possession to all its allottees, minor defects of the apartment 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 as per MOU management etc. will be the responsibility of the allottees.

- 7.4. In case, the allottee does not take possession of apartment within One (1) year after the possession offered the PHA-F reserves the right to return the deposited amount to allottee & cancel the allotment. The allottee shall have no right to claim the market price of the apartment at that time.
- 7.5. Apartments shall only be used for residential purposes and in no case, whatsoever can be used for any other purpose.
- 7.6. The respective allottees or occupants shall abide by the existing by-laws / rules / terms and conditions of the concerned local authorities and PHA Foundation.
- 7.7. 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.
- 7.8. No bank profit will be paid for early payment of installments.
- 7.9. No bank profit / rent will be paid if the project is delayed due to any reason.
- 7.10. No bank profit / markup is payable to allottee in case of withdrawal of the scheme due to any reason.
- 7.11. 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.
- 7.12. 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.
- 7.13. In case of disaster due to any natural calamity or any other reason, PHA Foundation shall not be responsible to make the losses good.
- 7.14. 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 and deduction.
- 7.15. The information about contactee as provided in the application form is only to contact allottee, in case of no response from address provided by the allottee. It has no other meanings.
- 7.16. Formal allotment letter shall be issued on clearance of all the dues on request of the allottee.
- 7.17. In case of dispute /contradiction or where interpretation/ purpose of clause etc. would be needed decision of PHA-F shall be final.

It is certified that I have read, understood the above policies/rules and agreed to abide by them.

**THUMB IMPRESSION**

Name: \_\_\_\_\_

CNIC#: \_\_\_\_\_



**Signatures as per CNIC with Date**