

TERMS AND CONDITIONS:

1. Name of the project shall be "**KHUSHAL BAGH HEIGHTS**" which is being built/constructed on Opposite Khushal Bagh, Babu Garhi, Main Warsak Road, Peshawar comprising of Shops, Apartments and duplex apartments termed as "Units".
2. Business nature and rental value of all Shops should be approved from the Management of **KHUSHAL BAGH HEIGHTS**, Approval in all situations is mandatory, without prior approval Owner and Tenant will not be allowed for any Business activity.
3. The Demand Notice of payments and all correspondence will be dispatched by or Email or any other soft medium at the details of the applicant given in the application form. The company shall not be responsible for non-delivery of communication if change of address is not notified by the applicant in advance.
4. All applications for booking/allotment shall be submitted on the prescribed form duly filled in and signed by the applicant along with a pay order/demand draft drawn in the name of **KHUSHAL BAGH HEIGHTS**.
5. The applicant shall pay all the installments as per schedule of the company agreed at the time of Booking. If any Allottee/Transferee remains in arrears of any amount for more than ninety (**90**) days after the due date (whether formally demanded or not) the company shall have the right to cancel the allotment/transfer, cancel possession of the unit and forfeit **10%** of the Unit worth. In case of failure, on the part of the applicant, to make payments within the prescribed period or after **7 days of FINAL NOTICE**, the allocation/allotment will stand cancelled, the amount deposited by the applicant shall be refunded after re-booking of unit.
6. If in case, the unit size/area is increased/decreased at the time of final construction, then the cost difference due to such increase in size/area shall be paid by the allottee as and when demanded by the company.
7. In case an applicant subsequently wishes to surrender his/her unit, the amount will be refunded after re-booking of the unit and deduction of **10%** of the Unit worth will be made from the payments deposited by the applicant, being the services, establishment, rebate & advertisements charges.
8. The applicant will pay documentation charges and all other ancillary and miscellaneous expenses to the company as determined by them for fulfilment of the formalities of various departments/agencies as and when asked by the company within the prescribed period. The cost of unit does not include documentation charges, electric, water and gas meter connection charges. Such charges shall be paid by the applicant on demand.
9. The applicant shall be liable to pay every month or on demand from the concerned authorities, the excise and taxation dues, water conservancy, services bills, i.e. Electricity (token load or permanent load), Gas, Water and others, directly to the concerned authorities individually or collectively by forming an association or committee, as soon as the respective premises is ready for possession.
10. The company accepts no responsibility if rates/tariff charged by these concerned authorities are higher than applicant's expectations. The applicant will make his/her own arrangements individually or collectively to settle these higher/inflated rates with the concerned authorities.
11. The applicant shall take over the physical possession of the unit within **30 days** from issuance of intimation letter by the company, after clearance of all the outstanding dues/charges. In case of delay on the part of applicant, the applicant will be responsible to pay all utilities charges and government taxes and the company shall charge penalty for care taking of his/her unit; in case of any losses to his/her booked unit or fixture and fittings therein, due to theft, malicious tactics, natural, climatic occurrences, antisocial activities, riots and forced/illegal occupancy etc., the resultant loss or damages will be made good by the applicant.
12. The possession and ownership of unit shall remain with the company until full payment including service charges for utilities and documentation etc., is made by the applicant.
13. After taking possession of the said property, the occupant will regularly pay monthly service charges on account of administration and Common Area Maintenance (CAM) determined by the management.
14. Prior to taking over the physical possession of the allotted unit a six (6) months advance expense on account of maintenance charges i.e. services utilities, salaries of care takes, watchman (security guards), plumbers, electricians, generator, air-condition maintenance etc, and also other administrative overhead charges will be payable by the Allottee on demand, as the Company shall be responsible for maintenance of the project commencing from the date of handing over the POSSESSION of the unit in the project.
15. The allottee shall not sell, transfer and/or assign the unit before or after the possession without the written consent of the developer. Allowing such sale/transfer the builder shall charge the transfer fees as per company policy.
16. The allottee shall not bring inside the project or the Unit of the project any goods or machinery which are hazardous and combustible/flammable and shall not use the Unit for any purpose other than for which allowed to use during allotment.
17. The company will make every effort to obtain permanent electric connection and meters in the name of individual allottee at the earliest by making timely payment of challans, estimates, connection charges etc., in connection with these services. However, the availability of the above-mentioned services is dependent on the authorities and the company accepts no responsibility if these services are delayed.
18. The applicant shall not carry-out any additions or alterations involving structure of the building within the unit allotted to him/her (the structure includes, columns, slabs, and beams etc.) nor shall change the present elevation of the building or any part thereof under any circumstances and shall not have any right to use any open area or passages outside the allotted unit. This restriction will continue forever after the possession of unit is taken by the applicant.

19. The construction will be done according to the plan/specifications, however, minor changes in designing and or layout of the unit maybe made by the company.
20. If the allottee fails to pay regular payments of the Unit and the total pendency reaches 6 Months in total from the booking date the company reserves the right to relocate the amount paid to any other Unit in any floor of any size.
21. The applicant agrees to permit the representative of the company to enter the unit for ascertaining the observance of all the covenants or for laying, testing or repairing service mains, cables, pipes, drains, service and other items etc. The applicant shall take all precautions against the tampering/fouling of all such other services.
22. The applicant agrees to not to make any partitions, alteration, additions or any holes, attachments, advertisement material or adhesions of any nature without the consent of the company.
23. The applicant agrees that no extra work will be carried out by company on the request of applicant under any circumstances during the construction/finishing of the project
24. The applicants will not misuse the amenities provided by the company nor they will cover/encroach the open area.
25. The company always retains and reserves the right to construct additional floors/use roof for commercial purpose and can fix board or anything and make any minor changes in designs and specifications at the sole discretion of the company.
26. The rights of the roof, Common Areas and Elevation(indoor/outdoor) will be always retained by the company and unit occupants/applicant will have no share, claim or interest in and over them. Further the company reserves the full right of using these areas for advertisements or constructing additional floor for commercial use. The company reserves the right to cancel and refund sale price in case of breach of any of the afore-mentioned Terms and Conditions by the Purchaser(s).
27. Common Area of 25% is added in Commerical, and 10% is added in Residential Apartments with additional parking of 100-200 Sqft in Area mentioned on Brochure.

**READ, UNDERSTOOD
AND ACCEPTED**

**Applicant's Signature
& Thumb Impression**

APPROVED

(Sign & Stamp of HOD)