

GENERAL TERMS & CONDITIONS

1. The Name of the project is “**ORHAN TOWER**” situated at main Canal Road. Adjacent University Town Peshawar.
2. Allocation of any Unit in the project is provisional and will be confirmed only after receiving full & final payment.
3. In case of change of address, the allottee shall inform the builder/ company in writing about the change within 15 days. In case of recovery, default or cancellation, the address mentioned in the application form shall be treated as the final address. All letters shall be sent by the builder / company through registered post/acknowledgement due or urgent mail service and / or TCS or renowned courier service. Non availability reported by the above agencies of the allottee at the address given shall be deemed as valid service of the notice/letter.
4. The ORHAN TOWER retains and reserves the right at all times to construct additional floor and make any change in designs and specification at the sole discretion of the builder/company.
5. The rights of the roof will be retained by the builder/company at all time and unit occupants/applicants will have no share, claim or interest in and over the roof of the top floor. Further the builder/company reserves the full right of using top floor (roof) for erecting and fixing Neon-sign Tower or constructing additional floor.
6. 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 of any purpose other than for which it was developed, constructed and allotted.
7. 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) nor shall change the present elevation of the building or any part thereof under any circumstances. This restriction will continue ever after the possession of unit is taken by the applicant.
 - a) Covered area of unit will include column and wall etc.
8. In case of failure of payment for the consecutive **Three Months** by the customer or after **7 days** of FINAL NOTICE, the allocation/allotment will be considered cancelled; the amount deposited by the applicant shall be refunded after re-booking of unit. An amount equal to **25%** of the unit cost will be deducted from the refundable amount.
9. Apart from the price of the unit, the buyer shall also pay all applicable Electricity, Water and Gas connection charges.
10. If any allottee has booked a unit (which is treated as provisional booking) and paid the booking amount, as it is a mandatory requirement, and later on he fails to pay confirmation and or allocation amounts as prescribed in the payment schedule, signed by the allottee, the booked amount shall be non-refundable.
11. The construction of project is supposed to be completed within 48 months from the date of starting construction (i.e.,4 months after the date of announcement) subject to the condition of force-majeure, strike riots, war and other calamities which are beyond the control of the builders/company. In such conditions the builder shall be at liberty to revise / interrupt the construction schedule, for which a No Objection letter will be given by all the allottee/buyers to the builders/company got submission to Town 3 Peshawar.
 - a) If in case, the unit size/area is increased/decreased at time of possession, then the price difference due to such increase in size/area shall be paid by the allottee as and when demanded by the company.
12. The applicant shall be liable to pay every month or on demand from the concerned authorities, the excise and taxation dues, water conservancy, ground rent 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.
13. The ORHAN TOWER will make every effort to obtain permanent electric and gas connection and meters 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 builder/company accepts no responsibility if these services are delayed.
14. The allottee shall not sell, transfer / assign the unit prior to taking over possession from the builder/company, subject to written consent of the company. Allowing such sale / transfer recovering all the outstanding dues from the allottee, the company shall charge two percent of total price of respective unit towards Transfer Fee.
15. The possession and ownership of the unit shall remain with the Company until full payment including service charges for utilities and documentation etc. is made by the applicant.
16. The Builder reserves the right to cancel the agreement in case of breach of any of the afore-mentioned terms and conditions by the Purchaser(s).
17. The allottee undertakes to abide by the terms and conditions given above and shall not dispute any these terms and conditions in any forum or before any court/authority.
18. **Once the unit possession handed over or the construction completed than builder, ORHAN GROUP and Mars Marketing company are not responsible for legal or illegal construction or any fault.**
19. **In case any point in the above mentions terms and conditions as not included or any dispute occur between the company/firm and client should be resolved by the arbitrary consisting of the three persons, one from client one from the marketing company and one from the company /firm or builders and their decision should be full and final.**
20. **If the company/firm or builders want to cancel the block the company/firm builders have the rights to adjust the purchaser/client unit at any other block with equivalent space in price of the unit.**

I have carefully read, understood, acknowledged and accepted the above-mentioned terms and conditions for the allotment and bind myself for meticulous compliance and in taken thereof.

Authorized Signature for Developers

Read, Understood & Signed
