

GENERAL TERMS & CONDITIONS

1. The name of the project shall be Shadman Enclave Housing Scheme and the Plots will be offered to buyers on first come first served basis.
2. The developers shall offer Plots of various sizes in the project, for sale on ownership basis.
3. All Pakistani citizens and non-resident Pakistanis living abroad are eligible to apply for Plots.
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 Shadman Enclave Housing Scheme.
5. In case any buyer desires to cancel the booking/allotment of the Plot and get the refund of the amount deposited towards the cost, the amount shall be refunded after re-booking and deduction of 20% of the total price as service charges. Booking, Allocation amounts are non-refundable.
6. The allottee shall pay Documentation charges, Electricity, Gas and Water connection charges as per Applicable rules.
7. The allottee shall not sub-let, transfer or sell the Plot to anyone else without the prior permission of the developers. However the Plot can be transferred after clearance of outstanding dues payable on the date of transfer.
8. The Schedule fixed for each and every installment for the payments shall be the essence of the contract. A demand notice of (15) fifteen days shall be served to the buyer by registered/AD post. This will be followed by another reminder after (30) thirty days for the payment of the installment at the address provided in the application form. If the payment is not received within the stipulated period, the developers shall serve a final notice and then cancel the booking/allotment. The amount received by the developers till that time will be refunded when the said Plot is re-booked by a new buyer, after deduction of 20% of the total price as service charges.
9. The allottee shall abide by the existing rules and regulations prescribed by the developers and the LDA and other concerned authorities.
10. The developers undertake to complete and deliver the project within the targeted period. However, if for reasons of Force Majeure, which includes Acts of God, War (declared or undeclared), civil commotion, natural disaster, hostilities, fire, flood, earthquake, explosions, blockades and any other causes beyond control of developers, they may abandon the project and will refund installment received from allottee within (6) six months from the announcement made to this effect. It is clearly understood that in such eventuality the allottee will not claim interest or damages of any nature what so ever from the developers.
11. The area of Plot mentioned is approximate. If actual measurement of the area is found more or less, the buyer shall be charged on the actual allocated area on proportionate basis.
12. The allottee shall pay all taxes etc levied by federal government, local bodies and municipal bodies or any other authorities/agencies including those existing at present and those that may be levied by the above mentioned and/or other authorities in future.
13. The construction on the Plot shall be strictly in accordance with applicable town planning and architectural (control) Rules and Regulations of the concerned authorities. No-Objection Certificate (N.O.C.) shall have to be obtained from the developers before submitting the building plans for the Approval of the authorities. The developers will give its N.O.C. after clearance of all dues of the developers, development charges and payment by the allottee of N.O.C. fee prescribed by the developers. No construction on the Plot shall be carried out without approval by the authorities and intimation of such approval, to the developers.
14. All disputes between the developers and the allottee relating to the Plot shall be referred to Arbitrator and the decision of the Arbitrator shall be final and binding on both the parties.
15. The provisional allotment letter will be issued after receiving 30% of the cost of the Plot.
16. The developers reserve the right for any change in location, size and dimension of Plot due to any changes in layout.

Authorised Signature for Developers

Read, Understood & Signed

Date: _____

Date: _____



Shadman Enclave, 21-B, Block-M, Gulberg-III, Lahore.