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Signature of Applicant

# Terms and Conditions:

1. **NAME OF THE PROJECT:** Name of the project shall be "Shams Icon" which is being constructed at Plot # RCC-01, Data Nagar Housing Scheme, Opp: Ali CNG, Qasimabad, Hyderabad.
2. The allotted Apartment in the project is offered for sale on ownership basis against cash. The terms and conditions, specification, schedule of payment, application form and the prescribed documents etc., signed by the applicant/allottee, which shall be treated as contract/agreement for allotment of the said unit(S) of the project.
3. **BOOKING:** All Pakistanis living abroad are also eligible to apply.
4. **ALLOCATION:** Allocation of a particular number of Apartment in the project is provisional and will be confirmed only after receiving full and final payment.
5. **SUB-LEASE OR LEASE:** Sub-lease of the Apartment of the project shall be executed by the company in favor of the Allottees at the time of receiving full payment. They shall not have any rights or little of Ownership Unless possession of the Apartment is given by the Company. Stamp duty, registration fee and all applicable government at the time of passion shall be borne by the allottee(s) as prescribed by the Company.
6. In case of failure, on the part of 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 the resale of the subject Apartment to another prospective buyer. An amount equal to 10% of the total cost of unit will be deducted from the deposited amount.
7. The cost of Apartment as given in payment schedule, does not include, ground rent, registration fees, lease, preparation and execution charges, connections, and meter charges of electricity, gas, water & sewerage charges, etc. which shall be paid by the Allottee/Buyer in CASH to the company within fifteen (15) days on demand is under no circumstances shall be refundable.
8. **ESCALATION IN PRICES:** There shall be no unilateral escalation toward the basic cost of the unit and the company undertakes to deliver the possession within the stipulated time except due to unavoidable circumstances beyond the control of the company and the Allottee shall have to pay the difference in the cost of Apartment etc. as and when necessary demanded.
9. **CHANGE IN THE NAME AND PLANS:** That the company reserves the right to seek change of the project's name, at any stage for whatsoever reason which shall be notified to the Allottee(s) by the Company and can also make change in building plans of the project. The company retains and reserves the right at all time to make any changes in design and specifications with shall be the sole discretion of the company.
10. The Allotment shall be liable to canceled in case monthly installments are not paid for three months continuously as per schedule.
11. The use of exterior walls, front and common areas are reserved by the Company for any Commercial or any other use at the sole discretion of the company.
12. That the company shall not be responsible for any delay in respect of the supply or individual connections of Gas, Electricity, Water, Sewerage etc. by the concerned agencies. The Company will how aver make every possible effort to apply in time to the authorities concerned for the utility services.
13. That the Allottee(s) shall be bound to pay to the company on demand any excess amount of Electricity, Sui Gas, Water + Sewerage connections payable to the respective departments / agencies whenever demanded.
14. That the Allottee(s) shall be responsible for the payment of monthly utility bills i.e. Water, Sewerage, Electricity, Gas, Telephones etc. and annual property tax and other applicable taxes by the concerned agencies directly with no role of the builder at all The company shall, in no case, be responsible for any consequences for the non-payment of such bills by the Allottee(s).
15. **POSSESSION:** the Allottee(s) 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 and charges. In case of delay on the part of applicant, the company shall charge penalty for care taking of his/her/their unit. In case of any loss or damage to their booked units, fixtures, fittings therein. Due to theft, malicious tactics, natural/climatic occurrences, anti-social activities, riots and forced/illegal occupancy etc. the resultant loss or damages shall be responsibility of the allottee(s).

16. **COMPLETION:** 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, riots, water other calamities and any act of GOD which are beyond the control of the Company. This also include, changes in fiscal policies of the government, in such conditions the builder shall be at liberty to revise/interrupt the construction schedule.
17. **MISCELLANEOUS:** The demand notice of the payments and all other correspondence shall be dispatched by post at the address of the applicant given in the application form. The company shall not be responsible for any returned delivery of communications in case of change of address is not notified by the applicant in advance.
18. The Allottee(s) shall not bring inside the unit of the Project any goods or machinery which is hazardous and combustible and shall only to be used for residential purposes only.
19. **TRANSFER:** The Allottee(s) shall not sell, transfer /or assign the unit prior to taking over possession of the same, subject to written consent of the promoter / builder. Allowing such sale/transfer after recovering all the outstanding dues from the allottee(s), the company shall charge TRANSFER FEE.
20. The Allottee(s) shall take possession of is unit within 30 days subject to clearance of full payment and documentation charges: the applicant here by agrees:
  - a. Not to make any partitions, alterations, additions or any holes, attachments of any nature whatsoever with the consent of the company.
  - b. Covered area of the unit shall include ancillary and service areas such as wall passages, corridors, staircase, balcony, lifts, underground/ overhead water tanks and space of one car for each unit owner.
  - c. No extra work will be carry out by the company on the request of we applicant under any circumstances during the construction/ finishing of the project.
  - d. The applicant will neither misuse the amenities provided by the company nor will cover/encroach areas or lobbies.
  - e. To use the unit for the purpose as specified and approved by the company.
  - f. Not to create any nuisance to other allottee(s) or their families.
21. The rights of the roof will be retained by the Company at all times and units occupants/applicant will have no share, claim or interest in and over the roof of the top floor. Further the company reserves the full right of using top floor (roof) for erecting additional floors fixing Neon-sign on/over the roof of the top floor on all blocks of the building and the applicant binds himself/herself not to raise any objections or claim over the roof of the buildings.
22. All serial numbers and/or other identification numbers and marking given in the layout plans. Booking and/or allocation letters pertaining to units are on adhoc basis temporary and tentative basis and the company reserves the right to amend/change/ renumber the same if found necessary and required.
23. **ABANDONMENT OF THE PROJECT:** If the project is abandoned due to some unforeseen reasons, the Company shall refund the amount received from the Allottee(s) within the earliest convenience of the company. It is however, clearly be understood that in such an eventuality, the Allottee(s) shall not be entitled to any claims as damages, interests or profit etc. of whatever nature. The Allottee(s) shall no way invoke any legal forum in this regard. The Allottee(s) hereby totally indemnifies the builder in this regard.
24. Prior to taking over the physical possessions of the allotted unit a twenty four months advance expense on account of maintenance charges i.e. Service utilities, Salaries of Care Takers, Chowkidars, plumbers, Electricians and other Maintenance staff etc. and other Administrative overhead charges shall be payable by the allottee(s) on demand on equitable basis as par actual expenses incurred during the preceding month as the company shall be responsible for the maintenance of the project commencing from the date of handing over the project.
25. Documentation charges for Sub-Lease, connection charges for Electricity, Transformer, Gas Line, Water and Sewerage, if applicable, will be borne solely by the allottee(s) with no share of builder in this account.