

Date:\_



APARTMENT

Signature of Applicant

Registration No.:			
Unit No.:	Floor:		Photo
Туре:	Size:		
Name:			
Father's/Husband's Name:			
Postal Address:			
Residential Address:			
Phone Off. #:	Res. #:	Mobile #:	
Email:	0	ccupation:	
Age:	N	ationality:	
C.N.I.C. #			
Name of Nominee:			
Relation:			
Address of Nominee:			Nominee
C.N.I.C. #			
Ltd., and have read and un the project and accept the s (ii) I further agree to pay regul Saif Residor, A project of Sa	iderstood the terms and co same. arly the installments and di aif Associates (Pvt.) Ltd. an ribed by Faletti's Hotel & Ap	Apartment in the project from conditions of the allotment of I wes etc, to Faletti's Hotel & Ap and abide by all the existing rule contractions are by Saif R	Furnished Apartment in partments, Peshawar by les and regulations and
I enclose herewith a sum of Rs	by	Bank Draft/Pay Order No	
Dated	drawn on		on account of
booking of the above Unit.			

## **GENERAL TERMS & CONDITIONS**

- 1. Name of the project shall be "Faletti's Hotel and Apartments Peshawar, by Saif Residor", which is being built/constructed Near Town Heights, Rahman Baba road, University Town Peshawar comprising of Furnished Apartments termed as Units.
- 2. The applicant shall pay all the instalments as per schedule of the company.
- 3. The demand notice of payments and all correspondence will be dispatched by post or Communicated at the provided Contact No of the Applicant given in the application Form.
- 4. All applications for booking/allotment shall be submitted on the prescribed form duly filled in and signed by the applicant along with a Cash/Cheque/Pay order/Demand draft drawn in the name of SAIF RESIDOR PESHAWAR.
- In case of applicant subsequently wishes to surrender his/her unit the amount will be refunded after re booking of unit. An amount equal to 25% of the received amount, will be deducted from the refundable amount.
- 6. 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 of time. 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.
- 7. 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.
- 8. 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 25% of the total amount received. The decision of the management in the matter shall be treated as final.
- 9. a) 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.
  - b) 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.
- 10. 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 it was constructed and allotted.
- 11. 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.
- 12. The applicant shall take over the physical possession of the unit within 15 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 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.
- 13. 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.
- 14. After the completion of project, a Transfer Fee of 2% of the unit Sale Price (1% each for buyer and seller) will be charged after clearance of all dues.

- 15. In case of suspension/cancellation of the project by Riots, the strike of local residents, or any government orders or by any reason, the owners will be compensated with unit replacement to any other project as the developer deems appropriate.
- 16. The construction will be done according to the plan/specifications, however, minor changes in designing and/or layout of the unit may be made by the company, if necessary.
- 17. The company retains and reserves the right at all times 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.
- 18. The developer undertakes 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, blockages, or any other causes beyond the control of the developer, the project may be abandoned. In such a case, the amount received from the allottee will be adjusted as mentioned in clause 15 or refunded within 6 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 whatsoever from the developer.
- 19. In the case of late payment of monthly installments, the purchaser will be liable to pay the shortage along with a surcharge (0.5% per day of the due installment).
- 20. 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, and also shall not have any right to use any open area or passages outside the allotted unit. This restriction will continue ever after the possession of unit is taken by the applicant.

## 21. The applicant agrees:

- a) To permit the representative of the company to enter into 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.
- b) Not to make any partitions, alteration, additions or any holes, attachments or adhesions of any nature without the consent of the company.
- c ) Applicant agrees that fully furnished apartment handed over to incumbent will be sole responsibility of Customer after possession for any wear & tear and demurrages to furnished amenities.
- d) Covered area of unit will include column and wall etc.
- e) No extra work will be carried out by company on the request of applicant under any circumstances during the construction/finishing of the project.
- f) The allottee shall not have any concern about areas outside the allotted unit. Which is the sole responsibility of the Saif Associates.
- g) To use the unit for the purpose as specified and approved by the company and undertakes not to use or allow anybody else to use the unit allotted to him/her or establishing any type of workshop, repair shop, scrap shop or welding works, cooking shop etc.
- 22. The rights of the roof will be retained by the company at all times and unit occupant(s)/applicant(s) 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 and fixing Neon-Sign or constructing additional floor or commercial use.
- 23. a) After taking possession of the said property, the occupant will regularly pay monthly service charges on account of administration and common area maintenance (CAM).
  - b) 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 first unit in the project.

- c) The Allottee shall form a registered association before the end of maintenance period managed by the Company otherwise the Company will not be responsible after the end of maintenance period regarding common and general services and proper upkeep/cleanliness of the project.
- 24. The cost of unit may be revised and adjusted accordingly, in case of any difference of size in the unit at the time of possession.
- 25. Faletti's Hotel & Apartments, Peshawar by Saif Residor reserves the right to change any terms & conditions w.r.t prevailing laws and regulations in larger benefit of stakeholders and subsequently cancel the agreement in case of breach of any of the afore-mentioned Terms and Conditions by the Purchaser(s).

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Unit No.:	Floor:	
Type:	Size:	
Total Cost Rs.:		
Booking Amount Rs.:		
Cheque/P.O. No.:		
Receipt No.:		
Date:		
Booked by:		
Name & Signature:		
Authorised Signature for Developers	Read, Understood & Signed by Applicant	
Date:	Date:	



LG Town Residency, Old, Bara Road, University Town, Peshawar.



Burj Rabbani, Opposite Askari-6, Nasir Bagh Road, Peshawar.