



further delay in refunding by the VENDOR a surcharge at prevailing bank rate shall be paid to the VENDEE on the amount to be refunded.'

TI Pakistan request PHA to instruct the PHA-Maymar JV Company to amend the Advertisement, and Agreement with buyers immediately to comply with the KBCA NOC, Bye Laws and Sindh High Court Orders to published on KBCA website.

Yours sincerely,


Syed Adil Gilani
Chairman

Copy forwarded for the information and necessary action to,

1. Chairman, Public Accounts Committee, National Assembly, Islamabad.
2. Auditor General of Pakistan, Islamabad.
3. Chairman, NAB, Islamabad.
4. Managing Director, PPRA, Islamabad.
5. Chief Secretary, Government of Sindh, Karachi
6. Managing Director, Maymar Housing Services Pvt Ltd, Karachi.
7. CCB, KBCA, Karachi

Note: (Typed on Rs. 200/- Stamp Paper)

KARACHI BUILDING CONTROL AUTHORITY

**MODEL OF AGREEMENT BETWEEN THE BUILDER / DEVELOPER AND THE ALLOTTEE FOR
BOOKING OF APARTMENT / SHOP / HOUSE / OFFICE / PLOT IN A PUBLIC SALE PROJECT
APPROVED BY KBCA**

This agreement is made on _____ day of _____ 200____, between M/s. _____ the Builder / Developer, having office at _____ and having the Builder / Developer license No. _____ issued from the KBCA, through its Managing Director / Managing Partner / Proprietor hereinafter referred as the Vendor being party of the first part and Mr / Mrs / Miss _____ S/o, W/o, D/o, _____ CNIC # _____ residing at _____ hereinafter referred to as the VENDEE being party of the 2nd part.

Whereas the VENDOR is constructing / developing the project namely _____ on plot No. _____ Survey No. _____ Karachi consisting of flats / shops / house / offices / plots as per layout plan approved by MPOG / MDA / LDA vide No. _____ dated: _____ and as per building plan approved by KBCA vide their letter No. _____ dated: _____ and have obtained NOC for Sale / Advertisement from KBCA vide No. _____ dated: _____

Whereas the VENDEE has agreed to purchase the shop / flat / house / office / plot No. _____ on _____ floor against the total sale consideration of Rs. _____ and whereas VENDOR has agreed to sell it to the VENDEE against the above said consideration, now through this agreement enter into between the parties on the terms and conditions set herein below.

1. That the total consideration payable by the VENDEE to the VENDOR including expected HBFC loans shall be Rs. _____ out of which the VENDEE has paid to the vendor the sum of Rs. _____. (Acknowledgement whereof has already been issued by the VENDOR and which the VENDOR hereby also admits) The remaining amount of Rs. _____ shall be payable by the VENDEE to the VENDOR as per schedule of payments attached and marked as appendix-A.
2. That the VENDOR shall complete the construction / development of the shop / flats / houses / offices / plots upto _____ as per period specified in the NOC for sale & advertisement issued by KBCA, if the VENDOR fails to deliver the possession with in this period, he will be liable to pay interest / profit to the VENDEE on the total amount paid as per prevailing Bank Rate as per section 5-1.21 / 5.2.19 of KBTPR 2002. This interest / profit shall be for the period for which the completion has been delayed from the completion time specified by the Authority or extension made thereof.
3. That the VENDOR agrees to remove all cause of defects that may found in respect of the structure within 12 months of handing over of the possession to the VENDEE and within six months in respect of fixtures as per section 5-1.23 of KBTPR-2002 and within 12 months in respect of external services to the plots as per section 5-2.22 of KBTPR-2002.
4. The payment of installments shall be made by the allottee through cross cheques / pay order in the name of builder / developer strictly according to the schedule of payment approved by KBCA (form DNP-1 Annexure-6) attached to the agreement.

In case of default in more than one installment builder will issue a 30 days notice by Registered A/D or registered courier service on the last given address of the allottee and if the allottee fails to make payment within the said period final notice shall be issued extending the period up to another 15 days. Copy of final notice should be endorsed to the Authority if the allottee fails to respond to the final notice and does not approach to the Authority within 15 days, the Authority will allow the builder to issue cancellation Notice to the allottee with copy endorsed to the Authority and shall also publish the cancellation Notice in the weekend edition of two leading newspapers (Urdu & English) in the classified advertisement section in a bold format under the heading or cancellation of unit. However builder will not rebook the unit up to 30 days of publication of public Notice. In response to the above cancellation notice if the allottee intends to continue the booking the Builder shall be directed to restore the allotment, after receipt of pending payment and charging the markup on the prevailing Bank rate for the period of delay on unpaid installment.

- pay the loan amount from its own resources. However extra time of at least six months shall be given to VENDEE to pay the loan component to VENDOR.
7. That the VENDEE if so wishes can withdraw from allotment of the flat / shop / offices / house / plot on surrendering the original letter of allotment / allocation to the VENDOR and in that event the VENDOR will refund to the VENDEE all amount deposited till date time after deduction of 4% of the paid amount as establishment / service charges within 60 days. However, in case of further delay in refunding by the VENDOR a surcharge at prevailing bank rate shall be paid to the VENDEE on the amount to be refunded.
 8. That the VENDEE agrees to pay interest on unpaid installments at the prevailing bank rate for the delayed period.
 9. That the VENDEE undertake to provide whatsoever documents and certificates as required by the HBFC or any other loan giving agency in connection with the grant of loan.
 10. That the VENDEE undertakes to call at the office of VENDOR / office of the Sub-Registrar as and when required for any documents.
 11. Before the approval of the completion of plan and occupancy certificate by KBCA the allottee can sublet, transfer or sell his unit to any one with prior written permission of the builder who shall allow such transfer on receipt of all outstanding dues up to that time and a transfer fee of 0.5% of the total price of the unit. After obtaining occupancy certificate from KBCA and handing over possession to the allottee, sale purchase of the unit will be made through registered, Sales Deed thereafter the purchaser will obtain NOC from the Authority for transfer / mutation of the unit through the concerned land controlling agencies such as Revenue Group of offices, CDGK.
 12. That the VENDEE shall pay to VENDOR amount of Documentation Registration and service charges including charges for external connections of Electricity, Gas, Water and Sewerage. Which will be in proportion to the unit area in accordance with actual payment made to these agencies plus 15% as service charges.
 13. That the VENDEE agrees to make payment of Rs. _____ per month to the VENDOR after taking talking over possession of the flat / shop / office towards maintenance services till such time the Resident Co-Operative society is registered.
 14. That the VENDEE agrees to become a member of Residents Co-Operative society which will be formed to look after the common and general services of the project and to regularly pay the fees / subscription e.t.c as may be decided by the resident / society.
 15. The unit price of booked unit shall neither be increased nor escalated by the VENDOR except with prior approval of KBCA.
 16. That in case permanent individual domestic electric connection and meter is not available in time the VENDOR may provide electricity through the available commercial connection or obtain temporary token load, in such case or arrange supply of electricity through Generator, the VENDOR shall charge 60% of the amount of the consumption bill from the occupied units, 10% from unoccupied units and the rest shall be shared by the VENDOR. This arrangement will work till permanent individual domestic connections and meters are available.
 17. That if for any reason, any reason, the project is abandoned the VENDOR will refund the total amount received from vendee within 60 days of the announcement to this effect with interest at prevailing bank rate on the total amount received for the whole period alongwith additional compensatory amount equal to 10% of paid amount.
 18. That all disputes of the VENDOR and VENDEE relating to the flat / house / shop / plot shall be referred to the Karachi Building Control Authority or its nominee for arbitration and the decision of the Authority shall be final and binding on both the parties.

In consequence of the above terms & conditions, the parties have set their signature below in token of their acceptance.

SIGNATURE OF VENDOR

Name: _____
 CNIC # _____
 PARTNER / DIRECTOR / PROPRIETOR OF
 M/s. _____

Witness:

1. _____
 Assistant Controller of Building
 Design Section, KBCA