

## **MDA HOMES - TERMS & CONDITIONS**

1. Housing unit is offered on 99-years sub-lease basis for residential purposes only to be completed within the anticipated period of 60-months from the its date of provisional allocation subject to timely payment of due installments/payments by the allottee/prospective buyer, as per specified schedule.
2. MDA will Lease/sub-lease of booked housing unit subject to receipt of full and final payment of the total unit price including all other charges etc and house building loan component (if any) subject to issuance of "No Demand Certificate" by the Consortium of the project in favor of the applicant only. The allottee/ prospective buyer/transferee shall extend full timely cooperation in execution of the lease/sub-lease by completing all formalities and providing requisite documents in time.
3. The allottee/prospective buyer/transferee shall appear at the Project Office, MDA and Office of the concerned Sub-Registrar, as and when, required for signing and completion of lease and other formalities etc.
4. MDA & Consortium shall not be responsible for any delay on part of the allottee /purchaser or loan lending agency or lease grant authority.
5. Lease/Sub-lease of booked unit is subject to receipt of full and final payment of total unit price including all other charges etc and house building loan component (if any) on issuance of "No Demand Certificate" by Consortium of the project in favor of the applicant only. The allottee/prospective buyer/transferee shall extend timely cooperation in execution of sub-lease by providing requisite documents & completing formalities
6. One application per family for only one type of housing unit will be accepted/ entertained only. In case of applications made for more than two types of housing units, Malir Development Authority (MDA) reserved the right to reject/cancel/ withdraw/consider any one application for particular type of housing unit only at its sole discretion.
7. Housing units will be booked as per following "Mode of Booking":-
  - 1) Cash Installment Basis (1<sup>st</sup> Preference)

Applications for Housing Unit will be processed on First-Come-First-Basis or through computer ballot in case of numbers of applications received exceeds numbers of conceptually planned housing units.
  - 2) Loan Installment Basis (2<sup>nd</sup> Preference)
    - i) Remaining Applications of Housing Units will be processed on First-Come-First-Serve Basis or through computer ballot in case of numbers of applications received exceeds numbers of conceptually planned housing units.
    - ii) "Payment Schedule" under the Category are anticipated projections since are subject to sanction/approval of house building loan lending institution(s) viz House Building Finance Company Ltd (HBFCL) or any other financial institution (Islamic/ conventional) as per their policy.
    - iii) Applicant are solely responsible to obtain house building loan from the institution(s) at their own expenses and pay any deficient/full house building loan component, in case of sanction /approval granted for lesser loan amount or agreed to pay loan amount from its own resources. In case of failure of the applicant to obtain/pay house building loan component /arrange the same at its own then the booked unit shall be treated under automatic cancellation and withdrawn. He/she may obtain refund of the deposited amount(s) upon purchase of the booked unit by another buyer. Any markup over the loan financing (including bridge financing) shall be recovered from the allottee/buyer of the booked housing units.
    - iv) MDA & Consortium shall not be responsible for any delay on part of the allottee/ purchaser or loan lending agency or lease grant authority.
8. Total price of booked housing unit be recovered as per actual construction plus circulation areas.
9. Deposited Booking Money including Non-Refundable Application Processing Fee will be forfeited in case the successful applicant fails to pay due installments of "Ballot", "Confirmation", "Allocation" & "Start of Work" in time.
10. Booking of the housing unit shall remain provisional till full and final payment of total unit cost is paid by the applicant and where it shall not confer any right/title/claim, whatsoever accordingly.
11. Corner, Park, Road facings & West Open Charges shall be recovered @ 10% of the total housing unit cost.
12. Development & construction of the housing unit(s) shall be carried out as per approved plans. MDA/Consortium reserves the rights not to construct any type of unit at own discretion without assigning reason thereon.
13. MDA/Consortium reserves the right to modify level of service/specifications of infrastructure development, building design/drawings & construction on technical grounds/instruction of Sindh Building Control Authority (SBCA) etc at any time without prior notice. No claim shall be entertained whatsoever on this account.
14. Applicant shall not transfer or sell booked housing unit to anyone without the prior permission of MDA & Consortium. However, the applicant may get transfer of the booked unit after payments of outstanding dues including transfer fee against the booked unit upon obtaining No Demand Certificate (NDC) from the Consortium. No oral attorney shall be accepted except the Registered Power of Attorney subject to confirmation Statement of the seller before the concerned Officer of MDA.
15. Applicant shall be responsible to accept and take over physical possession of the constructed housing unit as it is basis within one month of issuance of "Completion Notice". In the event of failure to take over physical possession within the period, the applicant shall be liable to pay for security/watch and ward charges etc in addition to one year advance caretaking/maintenance charges etc to be determined by the MDA and payable to the Consortium. MDA/Consortium shall recover its dues through due process of law which includes but not limited to attachment and sale of the unit apart from other remedies.

16. Total price of booked housing unit will be recovered on actual construction area basis including common circulation areas eventually.
17. All Serial Numbers and/or other Unique identification and marking as mentioned on the plans, booking forms and/or allocation letter etc of the booked housing units are provisional, ad-hoc, temporary and tentative till handing over of physical possession of the unit. MDA/ Consortium reserves the rights to amend/change/ renumbered the same (if found necessary).
18. Applicant of the booked housing unit shall make all due installments on or before 05th day of each calendar month at the authorized Bank Branches promptly without any prior notice. Late fee surcharge on delayed installments will be realized as determined by MDA.
19. In case of three consecutive defaults of payment of due installments together with the surcharge within a period of 04-weeks of its becoming due, it will be presumed that the allottee has lost all the interest in the booked housing unit and by virtue thereof the same stand cancelled without any prior notice and the applicant shall not be entitled for any claim except as otherwise specified herein.
20. In the event of loss of interest by the allottee/prospective buyer/transferee in the housing unit, he/she shall only be entitled to refund of amount deposited by him /her subject to available purchaser for his/her housing unit within 15-days of the payment made by the new purchaser. At the time of refund, deductions shall be made @ 10% of total cost of the housing unit before execution of lease under orders of competent as "Establishment, Services & Management Charges" and no claim whatsoever shall be entertained on this account.
21. Amount paid at the time of booking shall be forfeited in case the successful applicant fails to pay due installments of "Ballot", "Confirmation", "Allocation" & "Start of Work" in time.
22. Price of housing unit does not include Lease, Documentation, Registration, Stamp Duty, Escalation, Utility System Development Charges (Electricity, Gas Distribution Systems & Bulk Water Supply) etc and all charges towards Legal Fees, Ancillary, Incidental, Outer & Social Sector Development/Construction Charges under Provisional Sum meant for construction of amenities viz a park + a masjid + a primary school of each sector, which shall be paid by the applicant immediately on demand.
23. Due to unavoidable circumstances like force majeure, natural calamities, civil commotion, strikes, go-slow by the labour or change in the government fiscal policies, the MDA/ Consortium shall be entitled to interrupt the schedule of project and revise the prices.
24. All correspondence to the allottee/transferee/lessee will be mailed on the last given address as mentioned on "Application Form". MDA/Consortium shall not be responsible for non-delivery of the letters. The applicant shall communicate change of his/her address or particulars in writing to MDA/Consortium by Registered Post (A/D) in case of any change immediately upon such occurrence. No excuse on this account shall be admissible whatsoever.
25. Unsuccessful applicant will be refunded the deposited "Booking Fee" by way of Demand Draft /Pay Order by the designated bank only, while the application processing fee is non-refundable in case of both successful and unsuccessful applicants/applications.
26. Applicant shall not carry out any addition or alteration involving structures of the building and within the unit allotted to him/her (the structure includes Columns, Slabs & Beams) and shall not change the present elevation of the building or any part thereof under any circumstances at all times.
27. Booking of the housing unit will remain provisional till full and final payment of the total cost is paid by the applicant and the applicant therefore reserve no right, title or claim whatsoever accordingly.
28. MDA/Consortium reserves the right to accept/reject any/all applications without assigning any reason thereon at any time.

#### **DECLARATION**

I,(Mr./Mrs./Miss/Ms)\_\_\_\_\_, Muslim/Non-Muslim, adult do hereby confirm that S/O,D/O,W/O\_\_\_\_\_, I have fully read, understood & accepted terms & conditions ibid and further declare to abide by existing/prevaling rules, regulations & requirements etc laid by MDA/ Consortium/any other Authority/Department etc including those which may be prescribed further from time to time.

**Read, Understood & Accepted the Terms & Conditions (T&C) in term of T&C No. 11 printed overleaf of "Application Form for Booking of Housing Unit in MDA Homes"**

Date \_\_\_\_\_

\_\_\_\_\_  
**Signature of the Applicant**