

# Terms and Condition

1. This application is for booking in "Roshan Pakistan Housing Scheme" (hereafter "Roshan Pakistan" or the "Project"), a project of R. P. Corporation Private Limited (hereafter the "Company").
2. The Company shall offer plots of various sizes in the project for sale on ownership basis.
3. All resident and non-resident Pakistanis are eligible to apply for booking of a plot in Roshan Pakistan.
4. All Applications for booking shall be submitted on the prescribed form to be issued by the Company. The Form shall be read, filled-in and signed by the applicant prior to submission along with a photocopy each of the computerized national identity cards (CNICs) of the applicant and his/her nominee, one photograph each of the applicant and the nominee and a pay order or bank draft in the name of beneficiary "R. P. Corporation (Pvt) Limited".
5. Submission of completed Forms in terms of (4) above along with the payment for booking shall entitle the applicant to reservation of the plot applied for which entitlement shall be confirmed only after receipt of the confirmation payment.
6. In the event the Company does not receive confirmation payment according to the Schedule published on the Company's website and issued to the applicants, payment made at the time of booking shall be refunded after deduction without recourse of 35% of the received amount to cover administrative and other costs associated with the booking process. Such refund shall be processed within three months of the notice of cancellation.
7. A Provisional Allotment Letter shall be issued upon receipt of payments representing 30% of the cost of land.
8. Allottees shall be required to pay each installment on the due date. Time is of the essence in relation to this clause and the obligation of the applicant to pay the cost of the plot according to the payment schedule. The Company shall have absolute and irrevocable right to cancel allotment after issuance of one notice in the event payment of any installment is delayed. Such cancellation shall be without recourse. In the event of cancellation in terms of this condition, the Company shall within six months of issuance of the notice of cancellation repay all payments received towards the cost of land and development charges if any after deduction of 25% to cover administrative and other costs associated with the booking, allotment, re-booking etc which shall not be disputed by the applicant/purchaser.
9. In the event the applicant/purchaser desires to surrender his/her allotment at any stage after the issuance of a provisional allotment letter, he shall request refund of payments made towards the cost of the plot along with development charges which shall be refunded after deduction of 25% of the received amount within six months of receipt by the Company of the request for cancellation / surrender of the allotment. Such deduction or the mode, manner and scheduling of repayment shall not be disputed by the allottee. This term shall be applicable only to the cases where the Company has received the Confirmation Payment.
10. In addition to the price of the plot, the purchaser/allottee shall also pay on demand development charges, taxes, cesses or other local or Federal levies by whatever name called, documentation charges, water connection and meter or connection charges in respect of electricity and natural gas supply services or any third party services that the Company may negotiate for and on behalf of the allottees at any time in the future. The Company shall subject to rules and regulations governing allotments be the sole authority to negotiate, agree and finalize the mode, method, delivery and fees for delivery of such third party services to the allottees.
11. Plots allotted in Roshan Pakistan shall not be subdivided.
12. The allottee shall not transfer, sell or mortgage the plot to a third party except with the permission of the Company and the Company shall not unreasonably withhold such permission upon payment of transfer fee of one per cent of the market rate or at any other rate determined by the Company at its sole discretion and notified to the allottees.
13. The allottee shall abide by the terms of the "Provisional Allotment Letter" or the "Allotment Letter" as the case may be and by the rules and regulations governing allotments in Roshan Pakistan made applicable, notified and implemented by the Company or the Capital Development Authority from time to time.
14. In the event the project or any part thereof is found incapable of execution or abandoned for any reason whatsoever, the Company shall refund installments received from the allottees within six (06) months of notification of such incapacity or abandonment to the allottees without further recourse. The allottees shall not claim interest, damages or cost of funds of any nature whatsoever against the Company if such an event occurs.
15. The allottees shall not carry out any construction activity on the allotted plot except after obtaining a no objection certificate from the Company which shall be extended after the building plans have been approved according to the relevant procedures, rules and regulations whether of the Company or the Capital Development Authority.
16. All disputes between the Company and the allottee shall be referred to arbitration by two arbitrators whose decision shall be final and binding on the parties.
17. The location, size and dimensions of an allotted plot may change before or after development without notice due to ground variations.

**Read, understood & Signed**

**R. P. Corporation Private Limited**



**Signature of Applicant:**

Abdullah Chamber Block-A, Fazal-e-Haq Road, Blue Area, Islamabad, Pakistan. Ph: 92-51-2801481-82-83-84

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