

**SINDH 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 SBCA**

This agreement is made on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ ,  
between M/s. \_\_\_\_\_  
the Builder / Developer, having office at \_\_\_\_\_ and  
having the Builder / Developer license No. \_\_\_\_\_ issued from the SBCA,  
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 2<sup>nd</sup> 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  
MPGO / MDA / LDA vide No. \_\_\_\_\_  
dated: \_\_\_\_\_ and as per building plan approved by SBCA vide their letter  
No. \_\_\_\_\_ dated: \_\_\_\_\_  
and have obtained NOC for Sale / Advertisement from SBCA 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 SBCA, 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 exSBCAternal 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 SBCA (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.

5. If no response to the authority is received from the allottee during the said period, the cancellation of the unit shall be confirmed by the Authority and intimated to the builder. In case the cancellation is made before the execution of agreement, the developer shall refund the total amount paid till date by the allottee within 30 days. However, if the agreement has been executed 15% of the paid amount shall be retained by the builder and rest will be refunded with post dated cheques within six month.
6. That the VENDEE agrees to make payment to the VENDOR on cash-cum-loan basis, if the loan is sanctioned in VENDEES favour by any loan giving Agency. If the loan is refused or the amount of loan is reduced due to any reason what so ever by the loan giving agency, the VENDEE shall 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 that time. In case the cancellation is made before allotment vendor shall refund total amount paid by the vendee within 30 days. However after allotment of unit, 25% of the amount paid shall be retained by the vendor and the rest of the amount shall be refunded within 12 months with post dated cheques. 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 SBCA 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 2% of the total price of the unit. After obtaining occupancy certificate from SBCA 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 and Registration charges including charges for external connections of Electricity, Gas, Water and Sewerage as mentioned in the schedule of payment attached.
  13. That the VENDEE agrees to make payment with mutual consent for maintenance charges to the VENDOR after taking 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 SBCA.
  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, 20% from unoccupied units and the rest 20% 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 Sindh 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. \_\_\_\_\_  
Authorized Representative of  
ABAD

SIGNATURE OF VENDEE

Name: \_\_\_\_\_  
CNIC # \_\_\_\_\_  
R/o. \_\_\_\_\_

## SCHEDULE OF PAYMENT

<b>Residential / Commercial Open Plots</b>		<b>Building (Flats, Shops, Show Rooms, Pent House, Bungalow, etc.</b>	
<b>S #</b>	<b>Description</b>	<b>S #</b>	<b>Description</b>
1	On Booking (10%)	1	On the Booking (5%)
2	On Allocation (10%)	2	On Allocation (5%)
3	At the time of Demarcation of plots (10%)	3	On completion on plinth of concerned Block (5%)
4	At the time of completion of Development of Park & play Ground (10%)	4	On casting of columns of concerned Block (5%)
5	At the time of completion of Road & Walkways (10%)	5	On casting of Roof Slab of concerned Floor (5%)
6	At the time of completion of Sewerage Disposal System (10%)	6	On completion of Block Masonry of concerned Unit (5%)
7	At the time of completion of Water Supply System (10%)	7	On completion of Sanitary & Plumbing work of concerned Unit (5%)
8	At the time of completion of Electrification, Storm Water, Refuse Collection (10%)	8	On completion of plaster of concerned Unit (5%)
9	At the time of Execution of Sub-Lease (10%)	9	On completion of finishing of concerned Unit (10%)
10	At the time of Possession (10%)	10	On possession of concerned unit (10%)
		11	Balance 40% in equal quarterly installments (40%)
		12	Total Cash
		13	Expected Loan from H.B.F.C. or Loan giving agencies
	Total Price of Unit		Total Price of Unit

Note:

The above mentioned price does not include documentation, corner, and west open / road facing charges. Such extra charges are following where applicable.

- |                          |   |                                  |
|--------------------------|---|----------------------------------|
| 1. Documentation Charges | = | Rs. _____ (Mutually Agreed)      |
| 2. Corner Charges        | = | 2% of Unit price (if applicable) |
| 3. West Open             | = | 2% of Unit Price (if applicable) |
| 4. Road Facing           | = | 1% of Unit Price (if applicable) |
| 5. Transfer              | = | 2% of Unit Price (if applicable) |
| 6. Maintenance Charges   | = | Rs. _____ (Mutually Agreed)      |

**Signature of Vendor**

**Signature of Vendee**