



Jinnah Square, Main Khayaban-e-Jinnah Road, Next To UCP, Lahore.



Registration No.:

Swiss International

SWAT VALLEY - KALAM

Name Mr./Mrs./Ms.: _____

Address: _____

Phone Off. #: _____ Res. #: _____ Mobile #: _____

Email: _____

Room: _____ Floor: _____

Type: _____ Size: _____

GENERAL TERMS & CONDITIONS

1. The name of the project shall be "Swiss International Kalam, Swat Valley" and rooms will be offered to buyers on first come first served basis. The project "Swiss International Kalam, Swat Valley" is owned by M/s. Khansons Developers.
2. Khansons Developers shall offer rooms of various sizes in the project, for sale on investment basis.
3. All Pakistani citizens and non-residents Pakistanis living abroad are eligible to apply for rooms.
4. All applications for booking/allotment shall be submitted on prescribed form duly filled in and signed by the applicant along with a pay order/demand draft in the name of Khansons Developers.
5. The completion period of the project is 3 years. The purchaser shall be entitled to receive rent @ _____% per month after the completion of the project;
 - Purchaser shall be entitled to receive 10% discount if pays 100% amount at the time of booking.
 - Purchaser shall be entitled to receive 5% discount if pays 50% amount at the time of booking.
 - In case of booking on 3 years payment plan or booking with less than 50% payment, purchaser shall be entitled to receive rent after 2 years subject to clearance of 100% amount. Purchaser shall be entitled to receive rent after 3 years even after completion of 100% amount before committed time.
7. The purchaser is also agree to lease the furnished hotel room in favor of the Developer for a period of 10 years starting from the date of booking and the period of lease will be extended with mutual consent of both the parties.

Extension of lease is mandatory for both the parties however in new agreement the terms and conditions will remain the same except rental clauses which may change with the mutual consent of both the parties.

8. It is the sole desecration of the developer to rent out the room to the guests through hotel management.
9. Developer will provide rental cheques or transfer online on monthly basis after completion of each month in the name of the purchaser throughout the period of lease.
10. A complimentary 14 night's stay each year during the lease agreement shall be offered by the developer to the purchaser and these 14 nights can be avail in the following manners;

1st Quarter	=	4 days	2nd Quarter	=	4 days
3rd Quarter	=	4 days	4th Quarter	=	2 days

Free stay in hotel is subjected to the availability of the rooms, prior reservation from the hotel management shall be required before visiting the premises, only blood relatives shall be entitled to avail the night stay opportunity in the hotel. Stay during these complementary 14 days is free however Rs. 1,000/- per night will be charged as service charges. The aforesaid 14 days are not convertible into cash or rent whatsoever the case will be.

Note: Quarters are defined as 1st Quarter = March to May, 2nd Quarter = June to August, 3rd Quarter = September to November, 4th Quarter = December to Feb.

11. This Agreement or the Sale Deed shall not entitle, allow and or confer any right, easement or interest in the land, roof or common areas of Swiss International Kalam, Swat Valley including

forming part of the area of the Furnished Hotel Room mentioned in this Agreement. The Purchaser shall not have any right or claim in the Building other than the area of the Furnished Hotel Room given herein.

12. After execution of the Sale Deed, the purchaser shall solely be responsible to pay all government taxes, levies, duties and property tax etc. in respect of the Room. In case the Room is not separately assessed, all the taxes, levies etc. shall be paid proportionately on the basis of size of the Room.
13. The rent payable to the Purchaser under the Lease Agreement shall be increased at the rate of 5% every year after completion of 100% amount.
14. The last given address of the purchaser will be used for correspondence. The Developer shall, however, not be responsible for non-delivery of any letter or notice etc. due to any reason whatsoever or change of address.
15. The Purchaser or its nominee shall not interfere in the hotel business of the Developer.
16. In case the purchaser wants to sell the Furnished Hotel Room to any third party after completion of one year then the Developer shall have the first right to buy back that unit on fair market value. In case if Hotel Management wouldn't be able to purchase the unit, than purchaser shall have the right to sell that unit into the market.
17. The subsequent buyer, after the transfer of the Furnished Hotel Room in its name, shall step into the shoes of the purchaser and shall mutatis mutandis be liable to comply with the terms and conditions of this Agreement.
18. The Purchaser shall be liable to pay late payment surcharge at the rate of 0.05% per day of the delayed payment and will not be eligible for monthly rent if payment delays for more than 2 consecutive months.
19. The purchaser shall pay Insurance Premium against the project fire insurance policy, proportionately as per the size of the Furnished Hotel Room. (If applicable)
20. The developer undertakes to complete and deliver the project within the targeted period. However, if for reason of Force Majeure, which includes Act of God, War (Declared or undeclared), civil commotion, natural disaster, hostilities, fire, flood, earthquake, explosions, blockages, epidemic and lock downs or any other causes beyond the control of Khansons Developers all rents of the same period will be adjusted on completion of the project or with the subsequent months after that period. In case abandon the project, will result in refund of amount received from the allottee within six (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 what so ever from the developer.
21. The Schedule already fixed and agreed by the purchaser for each and every installment for the payments shall be the essence of the contract a demand notice of (15) fifteen days shall be served to the buyer by Courier/registered/AD post. This will be followed by another reminder after (30) thirty days for the payment of the installment at the address provided in the application form, if the payment is not received within the stipulated period, the management shall serve a final notice and then cancel the booking/allotment. The amount received by the Swiss International Kalam, Swat Valley till that time will be refunded when the said apartment is re-booked by a new buyer, after deduction of 15% of the total price as service charges.
22. In case a buyer desires to cancel the booking/allotment of the Room and get the refund of the amount deposited towards the cost, the amount shall be refunded after re-booking and deduction of 15% of the total price as service charges.

23. Any dispute arising out of or in relation to this Agreement or the subject matter thereof shall amicably be settled between the parties. In case of failure to reach an amicably settlement, the matter shall be referred for arbitration under the Arbitration Act, 1940 or any other law for the time being in force. The decision through the said arbitration shall be final and binding on both the parties.

FOR OFFICE USE ONLY

Room: _____ Floor: _____
Type: _____ Size: _____
Total Cost Rs.: _____
Cash Amount Rs.: _____
Cheque/P.O. No.: _____
Receipt No.: _____
Date: _____
Booked by: _____
Name & Signature: _____

Authorised Signature for Developers

Read, Understood & Signed

Date: _____

Date: _____



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