



UNDERTAKING BY THE SHARED PROPERTY BUYER

On a Stamp Paper worth Rs 200, Issued in the name of purchaser

I, _____ S/D/W of _____
CNIC/NICOP _____ - _____ - _____ Resident of _____
_____ Cell Phone no _____
have purchased _____ % share of Property Code _____,
_____ Marla / Kanal _____, Plot no _____, Street no _____, Sector no
_____, Phase no _____ from _____ S/D/W of
_____ CNIC/NICOP _____ - _____ - _____
Resident of _____ Cell
Phone no _____ in sale price of RS. _____ and paid FBR
Advance Tax of Rs. _____

In possession of my full faculties, senses, out of my free will and without any coercion or duress, I do hereby solemnly affirm and declare that: -

1. I undertake to abide by all DHAQ bylaws, rules regulation that relate to inhabiting and building / structure construction irrespective of my joint shares in the 'said property.
2. I fully agree that the shared ownership of the said property does not relate to the rights to construct a building, or to prepare a building plan that fits on my or any percentile / part of the said property or the right of construction in any story or part thereof whatsoever, rehear it relates to only to the share of monetary value of the property whenever it is jointly tendered for sale by me or other joint owner (s) that is party member.
3. I fully understand and agree that the shared ownership of _____ percent of the property only relates to the market value of the said property.
4. That, whenever there is a dispute between me or my legal heirs (during my life or after my death) as regards usage, inhabitation, construction, billing, social or family issues or any other kind of dispute whatsoever, I indemnify DHAQ and party No 2 of any responsibilities and the sole way to resolve the dispute would be the sale of the said joint property to any third party not having any share in the said property in the manner as described in clause f of this indemnity bond below.
5. In case of any dispute as mentioned in clause 1 e ante of this indemnity bond, I hereby accept and nominate the following three sane adult persons as arbitrator, in the order of priority of the way their names appear below. I am full knowledge and accept of my free accord and without in fear or any influence that Party No 2 has also nominated the same persons in the same order of priority in the indemnity bonds rendered by him / them duly signed by me. I undertake and accept that the arbitrator(s) and Director Transfer & Records, DHAQ or Director Marketing & Transfer of any DHAQ sub office, as applicable decided by Secretary DHAQ would be the ex-officio second joint arbitrator of the case alongside one of the nominated persons. I accept that second joint arbitrator would first send a Written

Request To The First Nominated Arbitrator For The Purpose Of Arbitration Indicating Date Time For The Assembly Of Arbitration Committee If The First Arbitrator fails to come on the date affixed by the second Joint Arbitrator, He/She would then issue A written request to the second nominated arbitrator And If he Or she also does not appear for the dispute resolution, and if we or she also does not come of the given date and time the third arbitrator would be requested in similar manner to Appt DHAQ for joint dispute resolution. If all three nominated arbitrator failed to appear the second joint arbitrator would advertise in to national and one newspaper of Quetta making the final call for any of the nominated arbitrator and the parties to come to for the arbitration at the date and time indicated on the advertisement 15 days after the publication of the said advertisement. In the event that all three nominated arbitrators failed to appear on the said newspaper advertisement, DHAQ second joint arbitrator would act as the soul arbitrator in the matter.

6. I agree to accept the decision of DHAQ officials as final and I agree to forfeit / surrender my right to appeal in any court of law and abide by the decision Of The arbitrator as applicable to me as final.

7. In case of any dispute between party no 1 and party no 2, DHAQ reserves the right to evict all occupants of the building / construction and Party Number 1 Hereby indemnifies DHAQ staff, Law Enforcement Officials and Party Number 2 of all responsibility for any losses of property, or any other types of losses physical or emotional whatsoever.

8. I accept that the sole recourse for the arbitration would be sale of the property through open bidding and distribution of the sale consideration amongst the shareholders as per their respective share, after deducting the expenses incurred on the arbitration process and fees as mentioned in the paragraph 1J below. That I accept that the bills prepared by DHAQ in this regard shall be final and non-negotiable.

9. I agree to pay for the cost and all federal, provincial and local bodies taxes of allow advertisement lodging boarding and travel expenses of arbitrators in hotels or guest houses at the rates as admissible to federal government officers of basic pay grade 19 on the date of assembly of the arbitrators or and on the dates when such assembly is not completed due to the absence of any of the nominated arbitrators as determined by DHAQ. I also agree to pay nominated arbitrators and DHAQ the Arbitration Fees at the rate of 0.5% each of the consideration of the property as per the successful bidding.

10. I agree to pay any variation in Plot Price/ Development Charges on account of escalation of prices as determined by Defence Housing Authority Quetta hereinafter referred to as DHAQ.

11. I will get the drawing of my house approved from Building Control Directorate (BCD) of DHAQ and not make any addition / alteration in the building without prior approval from the BCD of the DHAQ.

12. If any change/ shifting of Electric Pole, Telephone Pole, Manhole or other infrastructure will be necessitated, it would be done at my risk and cost if feasible.
13. I shall not convert the property to different use(s) or purpose(s) other than that permitted under the regulations of DHAQ as laid down in the DHAQ by laws amended from time to time by competent authority and duly notified as such.
14. I will ensure that Plot / House Tax / Other dues are remitted to the Govt / DHA Quetta treasury in time.
15. I undertake to pay for any additional land in/beside my plot area as determined by Town Planning Directorate, DHAQ.
16. I shall not damage the interest of DHAQ and my act or omission shall not be detrimental to the aims and objectives / reputation of DHAQ.
17. I shall obey the decision(s) or instruction(s) issued by DHAQ as required for maintenance of housing project and ensure conducive living environment.
18. I shall resort to arbitration prior to approaching court of law in any case of dispute with DHAQ.
19. I shall not misuse the dwelling or act in an ungraceful manner, or the manner which may cause nuisance to my neighbors.
20. I will submit transfer papers at DHA Reception within 30 days allocation letter in my name. In case of my death, my legal heirs will provide succession certificate informing my death within 30 days.
21. After possession, I shall construct the building as per DHA Bye-laws/ policy, failing which I will pay 'Non-Construction Penalty' as determined by DHAQ.
22. I will not organize political or religious gatherings, processions, sit-in or other activities at my residence or open places in the neighborhood unless I get prior permission of DHAQ authorities and neighborhood committee.
23. I will not let my personal social event to extend beyond my residential boundary (may it be limited to parking space encroachment).
24. I will pay FBR Tax, Capital Gain Tax (CGT), any other tax / duty / levy as and when notified by Federal Government, Provincial Government and DHAQ as I know that Defence Housing Authority Quetta is indorsed under Balochistan Assembly Act XI of 2015.
25. I know that further transfer of the property may be withheld by DHAQ till such time any taxation related arrears are cleared by me.
26. After clearing all the dues liable to be paid against subject plot, demarcation and measurement of the plot will be carried out in the presence of owner or his representative's presence. If total area of the plot will exceed the standard allotted size,

the cost of such additional area shall be paid by me within 30 days of the measurement at the rate approved by the Management.

27. The plot shall be used for the sole purpose of erecting a residential/commercial building (whichever is applicable). It will be mandatory for the members to pay for installation of security system for every house/commercial building. The amount will be deposited by the owner at the time of construction at the than prevailing rates.

28. I shall be liable to pay proportionate cost of any facility provided by the DHA Quetta for development / maintenance of the infrastructure etc.

29. The expenses of the Stamp Duty / Capital Value Tax (whichever is applicable) and any other tax/duty imposed by the Govt will be paid by allottee/transferee.

30. This allotment is non-transferable except for legal and natural heirs or to a person whose application for transfer is accepted by the Managing Committee of DHA Quetta according to law. Such transfer shall subject to payment of fee to DHA Quetta apart from other fees.

31. That whatever is stated above is true to the best of my knowledge and belief and my legal heirs would be bound to adhere to the commitments made here by me.

32. My left right-hand thumb impressions and signatures are as under: -

Left Hand Thumb

Right Hand Thumb

Signatures

Witness #1
Name _____
S/D/W of _____
CNIC No _____
Resident of _____
Cell Phone No _____

Witness #2
Name _____
S/D/W of _____
CNIC No _____
Resident of _____
Cell Phone No _____

Notary Public/Oath Commissioner

This undertaking was signed before me on _____ by.

Notary Stamp

Notary Signature