





# GENERAL TERMS & CONDITIONS

1. The name of the project shall be '**STAR MALL** Gujranwala' and the shops and offices will be offered to buyers on first come first served basis.
2. All applications for booking / allotment shall be submitted on the prescribed form duly filled in and signed by the applicant along with a pay order/ demand draft drawn in the name of the developers.
3. The project shall offer shops of various sizes in the project, for sale on ownership basis.
4. All Pakistani citizens and non-resident Pakistanis living abroad are eligible to apply for shops.
5. That the seller shall be responsible to complete all relevant papers including construction work of the shops, shall execute registration/transfer formalities of the above said shops in the name of purchaser on the date as mutually agreed between both the parties.
6. That the payment of installment must be made before 10th of each month. The Schedule fixed 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 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 Developer shall serve a final notice and then cancel the booking / allotment. The amount received by the Developer till that time will be refunded when the said shop is re-booked by a new buyer, after deduction of 15% of the total price as service charges. If any allottee want to cancel his unit then, The amount will be refunded to the purchaser after deducting 10% of the total price of the shops. Such refund will be made after completion of the project once the said premises are sold to some other party.
7. If in case, the unit size/area is increased/decreased at the time of final demarcation/ construction, then the cost difference due to such increase in size/area shall be paid by the applicant as and when demanded by the Developer.
8. The commencing from the date of notice given by the builder to the allottee that the shops are ready for use and occupation, the allottee shall be liable to pay all Taxes, Land rent if any. The possession of the shops will rest with the builder until the purchaser makes full payment and maintenance amount.
9. That the allottees are not allowed to sell the shops before taking possession without prior written permission of the builders.
10. That allottees are also bound to pay maintenance/service charges on monthly basis as decided by the firm which will be utilized for the maintenance of escalator, lifts, security system etc.
11. That all common passages in building, services, amenities and the landscape areas shall neither be constructed upon nor inappropriately utilized, nor rented out but will be exclusively used for purposes these are meant for.
12. That due to any technical reason the builder can change the layout or the design required by the authorities or site.
13. That the final letter of allotment will be issued on receipt of total payment and fulfillment of the aforementioned terms and conditions.
14. That the builders have the right to construct additional floors. The roof rights shall be the sole property of the builders.
15. That the authority is responsible to provide electricity connection. Electric Meter will be installed at the cost of the purchaser as issued by the firm.
16. That the rights of Corridor and Common areas of the said building will be reserved with the firm.
17. That the allottee shall comply with and abide by the rules, regulations, by laws, orders and/or directions that may be issued by the Concerned Authority from time to time.
18. That apart from the price of the shops, purchaser shall also pay the documentation charges, transfer/registry fee.
19. That the each allottee will be bound to pay the cost of A.C. System which will be installed by firm in the said project.
20. That all disputes between the company and the allottee relating to the shops shall at first be mutually settled. If they fail to do so it shall be referred to the arbitrator and decision of the arbitrator shall be final and binding on both parties.
21. No shop like workshop, meat shop, restaurant or related business of these kind can be made by the allottee otherwise the agreement would be considered as cancelled.
22. The Developer undertake to complete and deliver the project within the targeted period. However, if for reasons of Force Majeure, which includes Acts of God, War (declared or undeclared), civil commotion, natural disaster, hostilities, fire, flood, earthquake, explosions, blockades and any other causes beyond control of Developer, they may abandon the project and will refund installment received from allottee within (6) six 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.
23. In case of breach of any one of the above said terms and conditions by the allottees. This agreement shall stand Cancelled and Revoked.
24. Allottees will start the business within four months.
25. No Gas and Water connection is permissible in shops and allottee shall confine his business within the boundary of shop.
26. The allottee shall not display or place any sign board, advertisement or any kind of display except at the place and space provided.

For Developers

Authorised Signature



Chan da Qila, G.T. Road, Near Toyota Gujranwala Motors.  
Tel: 055-4290075 Fax: 055-4290083

Read, Understood & Signed

Date: \_\_\_\_\_

Date: \_\_\_\_\_