



## APPLICATION FORM

Star Club Card Membership No.:     -       -

Registration No.: \_\_\_\_\_ Application Form No.: \_\_\_\_\_

Unit No.:

Floor:

Size:

Photo

Name: \_\_\_\_\_

Father's/Husband's Name: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Residential Address: \_\_\_\_\_

Phone Off. #: \_\_\_\_\_ Res. #: \_\_\_\_\_ Mobile #: \_\_\_\_\_

Email: \_\_\_\_\_

Occupation: \_\_\_\_\_ Age: \_\_\_\_\_ Nationality: \_\_\_\_\_

C.N.I.C. #

Name of Nominee: \_\_\_\_\_

Relation: \_\_\_\_\_

Address of Nominee: \_\_\_\_\_

C.N.I.C. #

### DECLARATION:

(i) I, hereby declare that I have read and understood the Terms and Conditions of the allotment of the Unit in the project and accept the same.

(ii) I further agree to pay regularly the installments and dues etc, and abide by all the existing rules and regulations and those, which may be prescribed by (YASIR NISHAT CENTRE) from time to time.

I enclose herewith a sum of Rs. \_\_\_\_\_ by Cash/Bank Draft/Pay Order No. \_\_\_\_\_

dated \_\_\_\_\_ drawn on \_\_\_\_\_ on account of

booking of the above Unit.

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

Signature of Applicant

Nominee



# GENERAL TERMS & CONDITIONS

1. The name of the project is Yasir Nishat Centre with its Location at main Sambrial Bazar Wazirabad Road.
2. The term Buyer includes his successors-in-interest or assigns who shall be equally bound by the terms and conditions hereinafter settled.

## A. Price and Payments

- I. The buyer is required to deposit along with the booking form 30% of the sale consideration as earnest money. 10% of unit price will be paid on possession. The remaining 60% of the price will be payable in 12 equal quarterly installments.
- II. Payment of each and every installment shall be made on or before the 5th day of each calendar month as per the schedule attached herewith.
- III. The prices of the property being booked are fixed and final. The seller that's Yasir Nishat Centre undertakes that no escalation in the settled price will take place provided the buyer fulfills his/her obligations making timely payments as per the schedule attached.
- IV. All payments in whatever mode shall be deposited at the head office of the seller against a duly issued receipt.
- V. All negotiable instruments in the form of cheque/pay order/bank draft shall be in the name of Yasir Nishat Centre and should be designated as the payees account only.
- VI. The price herein above recorded is the price of the unit only and does not include extra payment relatable to documentation, property transfer fee, staamp duty, legal expenses, mainline connection, telephone connections, and meter charges for electricity, water and gas and any other upgrades required by the buyer or any other charges which may occur on account of unforeseen circumstances.
- VII. The buyer undertakes to pay all or any such additional charges within 15 days of the demand in writing by the seller through an accepted mode of payment. VIII The seller is committed to provide maintenance of entire building against monthly charges payable by the buyer.
- IX. In case of 3 consecutive defaults in payment of installments by the buyer the seller reserves the right to cancel the allotment and to re-allot the booked property to anyone else. The refund will be made after deduction of 10% of the total price of the booked property as administration charges, within 90 days of the payment made by a subsequent buyer of the booked property.
- X. The buyer if he so desires can withdraw his/her booking and on his surrendering his original receipts and the agreement would be refunded the amount deposited by him till date after deduction of 10% of the total price of the booked property as administration charges. The said refund would of course be made within 90 days of the payment by a subsequent purchase.
- XI. The buyer will be liable to pay the late payment charges if they failed to pay the amount in the prescribed time, according to the company's policy.
- XII Time/payment schedule shall strictly be the essence of the contract.

## B. Allotment, Transfer and Possession

- I. Allotment will be on a 'first come, first served basis'. Provisional Allotment letter will be issued within 15 days of depositing of 25% earnest money.
- II. The buyer who books a unit on behalf of a third person must submit a duly registered General Power of Attorney at the time of Possession.
- III. The unit is designed to fulfill optimum norms of respectability and decency. The seller reserves the right to accept or reject any application for initial allotment or for transfer of allotment of any buyer without assigning any reason.
- IV. The seller/developer reserves the right for any change in location, size and dimension of unit due to changes in layout plan, without prior notice.
- V. The possession of the unit shall rest with the seller until full payment is made and other



charges (extra payments) are recovered from the buyer.

- VI. Commencing from the date of notice for taking possession of the unit given by the seller to the buyer, the buyer shall be liable to bear and pay all taxes, charges for electricity, telephone, gas, registration, legal fees and other services.
- VII. The title, management and control of all common areas e.g. corridors, passages, parking area, washrooms, mosque and stairs etc will remain with the management, which will be responsible for their maintenance and up-keep. The buyer shall however contribute to the house-keeping and other charges as determined by the management without fail. An agreement to the above effect will also be signed by the buyer at the time of delivery of possession.
- IX. The buyer shall not use the unit for a purpose or trade which is not allowed by the Seller/Developer or harmful to the environment and atmosphere of the market. The decision of the management in this respect will be final and binding.
- IX. The buyer shall follow all instructions issued by the seller relating to the use of parking spaces, common spaces, passages and common facilities, maintenance and management and signs, etc.
- X. In case of transfer of file by the allottee in favor of any other person, transfer charges will be paid to the developer.
- XI. The measurement of the shop shall be calculated by including the width of independent wall therein; in case of common wall, the half of the width of the wall will be calculated within the area.

### **C. Construction and Delivery**

- I. Construction of project is planned to be completed in about said time from the date of announcement of project, Any time loss due to natural calamities, force majeure, war, Change in the policies of the Government, unavailability of building materials, circumstances beyond the control of the seller is not included. In such circumstances the seller may be forced to modify its material and construction schedule and specifications.
- II. The seller retains the right at all times to make minor changes in design and specifications consistent with the approved standards.
- III. Pursuant to strict compliance of clauses under this schedule, delivery of unit for physical possession within the specified period depends entirely upon the regular payments of installments by the buyer. Any delay in payment will result in delayed delivery.

### **D. General**

- I. The buyer agrees to notify the seller promptly of any change in his/her address by registered post. Until such notice is received, the address given on the Booking form will be presumed to be correct and valid.
- II. An amount of Rs. 1000/- as service charges will be charged on each cheque returned for any reason whatsoever.
- III. Display signs/hoardings as also the open areas shall always be subject to control and supervision of Seller, Yasir Nishat Centre. The shop boards/signboards shall be 2 ft. by the width of the shop and buyer undertakes to abide by the instruction of seller in this regard.
- IV. At delivery the area may vary from advertised area by +/- 20%.
- V. Proposed measurement of the unit is \_\_\_\_\_ but at the time of final execution of sale deed and possession in favor of vendee consideration amount will be received /refunded according to final measurement of the unit in accordance with the settled rates at the time of booking.
- VI. The seller will make all possible efforts to carry out the construction strictly in accordance with the approved building plan. If however, for some unavoidable architectural or technical reason minor alteration has to be carried out, the same will be undertaken after submission of revised building plan. Any change in the shape, measurement, nature or location of the shop shall be acceptable to the buyer and he would have no objection to

the same except for the adjustment of the sale consideration in case of the variation of the area of the shop.

I/we, Hereby Declare That I/we Have Read And Understood The Information Given In The Brochure And In Booking Form Including Schedule Of Payment Attached Here With, And Terms And Conditions Under This Schedule, For Booking Of Unit At the Project.

I/we Unconditionally Accept The Same.  
I/we Hereby Further Declare That I/we Shall Abide By The Existing Rules, Regulations, Conditions, Requirements, Etc. Laid Down By The Seller.

FOR OFFICE USE ONLY

Unit No.: \_\_\_\_\_ Type: \_\_\_\_\_  
Floor: \_\_\_\_\_ Size: \_\_\_\_\_  
Total Cost Rs.: \_\_\_\_\_  
Booking Amount Rs.: \_\_\_\_\_  
Cheque/P.O. No.: \_\_\_\_\_  
Receipt No.: \_\_\_\_\_  
Booked By.: \_\_\_\_\_  
Booking Date.: \_\_\_\_\_

Authorised Signature for Developers

Read, Understood & Signed

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

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

