



Naqi Star Mall

Mall Road and Lawrence Road, Lahore



APPLICATION FORM

Star Club Card Membership No.:

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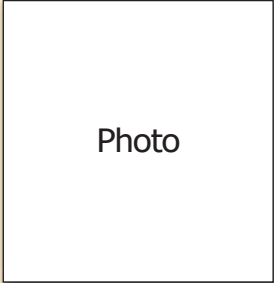
Registration No.: _____ Application Form No.: _____

Unit No.:

Floor:

Type:

Size:



Name: _____

Father's/Husband's Name: _____

Postal Address: _____

Residential Address: _____

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

Email: _____ Occupation: _____

Age: _____ Nationality: _____

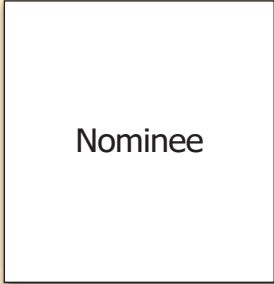
C.N.I.C. #

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Name of Nominee: _____

Relation: _____

Address of Nominee: _____



C.N.I.C. # / B. Form

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DECLARATION:

- (i) I, hereby declare that I have read and understood the terms and conditions of the allotment of the Commercial 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 (Naqi Star Mall, Lahore) from time to time.

I enclose herewith a sum of Rs. _____ by Bank Draft/Pay Order No. _____

Dated _____ drawn on _____ on account of
booking of the above Unit.

Date: _____

Signature of Applicant

GENERAL TERMS & CONDITIONS

1. **NAME OF THE PROJECT:** Name of the project shall be "Naqi Star Mall", a project of M/s Naqi Builders being built/constructed at 77 Mall Road and 2 Lawrence Road. The Company shall construct "Naqi Star Mall", Project wherein as per design, Shops/Offices will be offered on goodwill and rental basis.
2. **BOOKING:** All Pakistani citizens and non-resident Pakistanis living abroad are eligible to apply for the offered units.
3. **ALLOCATION:** Allocation of a particular shop/office etc. in the project is provisional and will be confirmed only after receiving full and final payment. M/s Naqi builders will hand over the possession of the unit to the Allottee/Purchaser which may vary at the time of possession.
However due to alteration in design by the developers, during the construction, if any shop/office is changed or replaced with some other, the change/alteration would be subject to consent of the buyer. If the buyer does not accept change/alteration he would be refunded his paid amount in the manner he paid. Membership/documentation fee etc. will not be refundable.
4. **BOOKING & PAYMENT PROCEDURE:** All applications for booking/allotment shall be submitted on the prescribed form duly filled in and signed by the Applicant. The Schedule fixed for each and every installment for the payments shall be the essence of the contract.

All the payments for Naqi Star Mall, shall be made by the Allottee/Purchaser of the Shops/Offices via pay order/demand draft/cross cheque only, drawn in the name of "M/s Naqi Builders". Cash will only be accepted in specific conditions as per management discretion.

The Applicant shall make the payment of installments on or before 10th of every month, if he/she fails to pay in time a late payment surcharge will be levied as per rules of the company.

Bank Account No. _____

5. **SURRENDER OF APARTMENT/COMMERCIAL AREA:** In case of failure to pay the due installment, demand notice of fifteen (15) days shall be served to the buyer by registered post/acknowledgment due or urgent mail service and/or TCS or renowned courier service at his given address, second notice will follow after thirty (30) days for the payment of the defaulted installment(s). If the payment is not received within the stipulated period, the Company shall serve a final notice and cancel the booking/allotment/allocation. The amount received by "M/s Naqi Builders" on behalf of Naqi Star Mall till that time shall be refunded after three (3) months after cancellation, in the manner it was received, deducting 10% service/establishment charges.

In case an Applicant subsequently wishes to surrender his/her Shops/Offices or it stands cancelled, the amount will be refunded after 12-months from the last defaulted installment in the manner it was received and deduction of 10% of the amount received in respect of Shops/Offices, being service and establishment charges.

In case of change of address, the Allottee shall inform the Company in writing about the change within fifteen (15) days. In case of recovery, default or cancellation, the address mentioned in the application form shall be treated as the final address. All letters shall be sent by the Company through registered post/acknowledgment due or urgent mail service and/or TCS or renowned courier service. Non-availability reported by the above agencies of the Allottee at the address given shall be deemed as a valid service of the notice/letter.

The allotment shall be liable to cancellation in case Two (2) installments are not paid continuously.

6. **ESCALATION IN PRICES:** There shall be no unilateral escalation towards the basic cost of the unit and the Company undertakes to deliver the possession within the stipulated time except due to unavoidable circumstances beyond the control of the Company.
7. **CHANGE IN THE NAME AND PLANS:** That the Company reserves the right to seek change of the project's name, at any stage for whatsoever reason, which shall be notified to the Allottees(s) by the Company and can also make change in the building plans of the project. The Company retains and reserves the right at all times to make any changes in designs and specifications at the sole discretion of the Company.
The use of exterior walls, front and common areas is reserved by the Company for any commercial or other use at the discretion of the Company.
8. **TRANSFER:** If a buyer/allottee wants to transfer his/her respective unit/s at any point in time before taking over the possession, he/she must clear the outstanding dues till the date of transfer. The company will charge 5% transfer fee at the time of transfer on the total price of the unit(s).

If a buyer/allottee/lessee wants to transfer his/her respective unit(s) at any point in time after taking over the possession, the company will charge 15% transfer fee at the time of transfer on the current/market price of the unit/s.

- a) The Allottee of "Naqi Star Mall" after entering into the lease agreement with the mutawallis of the property and taking possession of their respective leased unit(s) can only sublet with written consent and approval of the mutawallis.

9. **UTILITY SERVICES BY UTILITY DEPARTMENTS:** Company will arrange for water lines to all the underground water tanks of the project. In case water supply is disrupted, Company will charge maintenance expenses from all occupants equally and similarly for other amenities.

The Company shall not be responsible for any delay in respect of the supply or individual connection of electricity, water, sewerage etc. by the concerned authorities/agencies. The company will, however, make every effort to apply in time to the authorities concerned for the utility services.

In case of delay by concerned authorities/agencies in providing permanent electricity connection/meter in the units booked by the Allottee, Company shall in the interim period provide electricity to the allotted unit through generators at the pro-rata Commercial Rates to the allottees. The sub-meters of all the utilities will be installed at the Allottees cost.

That the Allottees shall be bound to pay to the Company on demand any excess amount of electricity, water and sewerage connection etc. payable to the respective department.

The Company according to the approved Layout Plan of the Project shall lay water and sewerage lines etc. and the Allottees shall not object to it.

That the Allottee shall be responsible for the payments of all the utilities i.e. electricity, telephones, gas, internet etc. and other government provincial and federal taxes, Local Bodies and Municipal Bodies. The Company shall, in no case, be responsible for any consequences for the non-payment of such bills by the Allottee.

10. **POSSESSION:** The Allottees must take over possession of the booked unit(s) of the project within fifteen (15) days of the expiry of stipulated period. The Company after delivery of possession, shall not be responsible for the maintenance or damages to the property including theft and damages to the fittings of the bathrooms, kitchens, doors, windows, electricity or other fittings, any kind of the internal or external parts of the property. However the Allottee is not permitted to install or hang any kind of neon-sign or display board in front of the office building and/or his allotted unit. Monthly rental shall be increased 10% per annum as per the law after taking possession of the unit.
11. **COMPLETION:** The construction of project is supposed to be completed within specified period. However, if for reasons of force-majeure, which includes Act of God, riots, war (declared or undeclared), civil commotion, natural disaster, hostilities, fire, flood, earthquake, explosions, blockades and any other calamities which are beyond the control of the Company. This also includes, changes in fiscal policies of the government. In such conditions the company shall be at liberty to revise/interrupt the construction schedule. It is clearly understood that in such eventuality the Allottee will not claim interest or damages of any nature whatsoever from the Company.
12. **MAINTENANCE CHARGES:**
Electricity backup without AC, security charges, cleanliness charges, washrooms maintenance, utility bills of common areas, maintenance of lifts and escalators, charges of management companies, wear and tear of common areas of the respective mall, sewerage water supply etc. all these heads will be charged on account of maintenance charges.
13. The buyer agrees that he/she will pay the maintenance charges against the above mentioned facilities on monthly basis against the unit(s) he/she is holding in "Naqi Star Mall", Mall Road and Lawrence Road Lahore. Maintenance charges will commence from the date of handing over possession to the buyer. Furthermore, he would be liable to accept reviewed maintenance charges as per requirement by the landlords on account of maintenance of the respective unit(s) of the building.
14. **MISCELLANEOUS:** The Company shall however, not be responsible for non-delivery of any letter or notices(s) etc. due to any reason whatsoever or change of the Allottee's address. For all contacts and correspondence, Company will use the Allottee's last given address as per record. Any change in address of Allottee shall be notified to the Company in writing.

THE APPLICANT AGREES:

- To maintain the Shops/Offices on his/her own cost in good condition and shall not do any act to endanger, damage or impair the building and the common area of the "Naqi Star Mall" or do any act against the law, bye-laws and regulations of the concerned Government Authorities/Agencies.
- Not to bring inside the project or Shops/Offices of the project any goods and/or machinery which are hazardous/combustible/flammable and shall not use the unit for any purpose other than for which it is constructed and allotted.
- Not to make any partitions, alteration, additions or any holes, attachment or adhesions of any nature without the written consent of the Company. Covered area of unit will include ancillary and services area such as wall passages, corridors, staircase, balcony, lifts, underground and overhead tanks etc. These restrictions will continue even after the Applicant takes the possession of the unit.
- Not to use his Office/commercial/shop/area for any illegal/prohibited business activity.
- Not to misuse the amenities provided by the Company nor he/she will cover/encroach upon the areas or lobbies.
- To use the unit for the purpose as specified and approved by the Company.
- To visit the office of the company of the authorities/agencies as and when required for any signatures.

The rights of the roof shall be retained by the Company at all times and units Occupants/Applicant(s) will have no share claim or interest in and over the roof of the top floor. Furthermore the company reserves the rights of using top floor/roof for erecting additional floors fixing neon-sign on/over the roof of the top floor of the building and the Applicant binds himself/herself not to raise any objection of claim over the roof of the building.

All serial numbers and/or other identification numbers and marking given in the layout plans, booking and/or allocation letters pertaining to units are on adhoc, temporary and tentative basis and Company reserves the right to amend/change/renumber the same if found necessary.

15. **ABANDONMENT OF THE PROJECT:** That if for any reason, the project is abandoned, Company shall refund the amount received from the Allottee within the earliest convenience of the Company. It is however, clearly understood that in such an eventuality, the Allottees shall not be entitled to any claim as damages, interests or profit etc. of whatever nature.

In case any buyer abandon bargain, he will be refunded amount after 12 months in the manner it was received after deducting 10% service/establishment charges of the amount paid towards price of the unit(s).

If any investor/buyer purchases/booked more than one/commercial area/shops/offices, and fails to pay the remaining amount/installment, the amount received shall be adjusted towards the price of other shops/offices accordingly on pro-rata basis. The allocation/adjustment of revised Shops/Offices will be at the sole discretion of M/s Naqi Builders.

If the buyer fails to pay 2 consecutive installments, his bargain would stand rescinded automatically and his total amount paid

in installments would be refunded after 12 months (in the manner it was received) after 10% deduction of total amount paid. However it would be the option of the owner to allow to deposit of delayed amount with surcharge.

Whereas **"Naqi Star Mall"** is a joint venture of **Landowners/Mutawallis and Star Marketing** through the name of **"Naqi Builders"**. As Naqi Builders is developer of the respective Mall on the said land situated at 77 Mall Road and 2 Lawrence Road, unit no 2 part of **"Naqi Waqf properties"**. The allottee will enter into a tenancy agreement with Naqi builders at the time of possession of their respective shop/office. Whereas Naqi Builders has been duly authorized by the **landowners/Mutawallis** for all matters pertaining to tenant management by the **landowners/Mutawallis**.

DECLARATION BY APPLICANT:

I/We, _____ S/o, D/o, W/o _____ do hereby declare that I/we have read/understood the terms and conditions of booking/allocation of the unit and accept the same and further declare that I/we shall abide by all the existing rules, regulations, conditions, requirement etc. or which may be prescribed and approved by the Company, from time to time. I/We also undertake to make full payment of the price and other documentations and connection charges according to the payment schedule decided by the Company.

FOR OFFICE USE ONLY

Unit No.: _____ Type: _____

Floor: _____ Size: _____

Total Cost Rs.: _____

Booking Amount Rs.: _____ Monthly Rent: _____

Cheque/P.O. No.: _____

Receipt No.: _____

Booking Date: _____

Authorised Signature for Naqi Builders

Authorised Signature for Naqi Builders

Read, Understood & Signed

Date: _____

Date: _____



77 Mall Road & 2 Lawrence Road, Lahore.