



APPLICATION FORM

Star Club Card Membership No.:

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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. #

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Name of Nominee: _____

Relation: _____

Address of Nominee: _____

C.N.I.C. #

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Nominee

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 (PREMIER BUILDERS) 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. The name of the Project is "LYALLPUR GALLERIA 3" located at LYALLPUR GALLERIA 3, Main East Canal Expressway, Near Jhumra Flyover Faisalabad comprising of Shops, termed as Units.
2. If any allottee has booked a Unit (which is treated as provisional booking) and paid the booking amount, as it is a mandatory requirement and later on if he/she fails to pay confirmation and/or allocation amounts as prescribed in the payment schedule, signed by the allottee, the booked amount shall be non-refundable.
3. In case of change of address, the allottee shall inform the Company in writing about the change within 15 days. In case of recovery, default or cancellation, the address mentioned in the application form shall be treated as final address. All letter shall be send by the Company through registered post/acknowledgement 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 valid service of the notice/letter.

PAYMENT AND RELATED CONDITIONS

1. All payments shall be made by the Buyer to Company as per schedule of payments, in shape of Draft/Pay Order/Cheque in favor of "Premier Builders". Cash will only be accepted in specific condition.
2. Allocation of any Unit in the project is provisional and will be confirmed only after receiving full & final payment. The Allottee is liable to pay the Installment Amount on or before the due date as per schedule of payments.
3. In case of delay in Payment as per the Payment Plan, the Buyer shall pay non-negotiable penalty of 0.5% per day on the amount of pending monthly installment maximum up-to Rs. 20,000/- per installment per month subject to Annual Revision. Revised Charges will be applicable on all Unit owner and will be final.
4. If installment is overdue by 30 days, the Unit will stand cancelled without giving any notice and the Agreement will be terminated.
5. In case of cancellation, 15% of the total amount will be deducted (for overheads and marketing). Amount will be paid to the buyer on successful sale of the Unit to the New Buyer and on receipt of the amount as per Scheduled Mode of Payment.
6. In case, buyer himself intends to terminate the contract,
 - (a) Buyer will intimate to the company with a prior written notice of 90 days;
 - (b) 20% deduction will be made from Total Received Amount or 15% of the Total Value of the Unit; Whichever is higher;
 - (c) Amount will be paid after successful sale of the unit to new buyer.
 - (d) Late payment surcharge to be charged as mention in point 3 above (in case there are late installment)
 - (e) During this notice period the buyer will be liable to Pay the Installments.
7. Unit transfer charges and documentation charges will be borne by the applicant/buyer as suggested by the legal advisor. However, file transfer charges from one buyer to the other will be Rs: 25,000/- subject to Annual Revisions, and may vary at discretion of the Developer/Company.
8. The transfer of file from one buyer to the other will be proceed only on receipt of all pending dues, late payment charges and any other charges, if any.
9. Transferor and transferee must be personally present. Power of attorney will be required in case the transferor or transferee are not personally available in the country.
10. NOC will be issued by Company before transfer. No file will be transferred without NOC.
11. The price will be exclusive of all Govt. Taxes and Duties or increase in tariff in utility Services and will be paid by the unit owner/buyer/applicant. The buyer/applicant will pay the Sale Tax, Income Tax, Property Tax or any other Provincial or Federal Taxes, Registry Expenses, Property Transfer Fee, WASA Charges as imposed by the Govt. from time to time.

COVENANTS AND WARRANTIES OF THE COMPANY

1. The Company (i) shall carry out construction of LYALLPUR GALLERIA 3 in all material respects with all applicable building codes, regulations and laws in force in Faisalabad, Pakistan and in compliance in all material respects with the terms and conditions of this Agreement and (ii) warrants that all materials and equipment used in the LYALLPUR GALLERIA 3 will be new and, in conformity in all material respects with the terms and conditions of this Agreement.
2. Subject to the terms and conditions of this Agreement, the Company shall deliver the Site to the Buyer as per the date mentioned in the Completion Notice.
3. The Company shall give the Buyer the Completion Notice not less than thirty (30) days prior to the Completion Date.
4. The Company shall construct the infrastructure, roads, pathways, lighting, waterways, landscaping and facilities on the Common Areas substantially in accordance with the Plans of LYALLPUR GALLERIA 3.

COVENANTS AND WARRANTIES OF THE BUYER

1. The Buyer agrees and shall procure that it, the occupants of the Site, and it's or their invitees, shall use the Site for Permitted Use only within the Occupancy Rights.
2. The Buyer represents that the Site is being purchased by the Buyer for himself/herself and the Site will remain in his/her beneficial ownership for Permitted Use within Occupancy Rights till further sale, transfer or assignment of thereof.
3. The Buyer shall, from the Completion Date onwards, be responsible for and pay for all taxes levied on the Site and/or water, electricity, gas, sewage, chilled water, telephone and other utility connection and consumption charges as well as all other charges imposed directly and/or indirectly by any Competent Authority(ies) for these services being availed by him/her and relating to the Site.
4. The Buyer acknowledges and understands that the Company will construct the infrastructure surrounding LYALLPUR GALLERIA 3 including outer fencing, lighting, walkways and landscaping substantively in accordance with the Company's overall development plan for infrastructure and the Buyer shall have no objection to it.
5. The Buyer acknowledges that except for the inspection, he/she shall not be allowed access to the Site or LYALLPUR GALLERIA 3 prior to the Completion Date without prior written permission of the Company.
6. The Buyer further agrees that the Company shall have a lien on the Site for unpaid damage charges levied and the Buyer agrees that the Company may take legal action directly against the Buyer to enforce collection of unpaid damages or charges.
7. The Buyer acknowledges that on the Completion Date, other properties in LYALLPUR GALLERIA 3 may be incomplete and that inconvenience may be suffered as a result of the construction activities in progress. The Buyer shall have no claim against the Company or any of its contractors and/or sub-contractors for such inconvenience.

ASSIGNMENT

1. The Buyer may not transfer, assign, pledge, sell or dispose of the Site or any part thereof without obtaining the prior written consent of the Company.
2. In the event of any proposed transfer, assignment, pledge, sale or disposal of Site by the Buyer, the Buyer shall notify the Company in writing of such proposal.
3. In the event of any proposed transfer, assignment, pledge, sale or disposal of Site by the Buyer to any third party at any time prior to issuance of sale deed by the Company and registration thereof, if required, the Buyer shall pay the Company an administrative fee equal to two percent (2%) of the Amount before receipt of written approval of the Company.
4. Any agreement of transfer, assignment, pledge, sale or disposition of the ownership rights of Site or any part thereof by the Buyer to a third party shall contain an undertaking of such third party to comply with the obligations of the Buyer contained herein (and to ensure his execution of a novation) and any such transfer, assignment, pledge, sale or disposition of ownership rights of Site shall be executed in the form prescribed by the Company.
5. The Buyer agrees that the Company may assign its rights and obligations under this Agreement at any time and hereby consents to any such assignment. Such assignments shall be effective upon the Buyer's receiving notice from the Company or its nominee of such assignment.
6. In the event of any proposed transfer, assignment, pledge, sale or disposal of the leasehold rights of Site by the Buyer to any third party at any time, such transfer, assignment, pledge, sale or disposal shall remain subjected to the Competent Authority and the Company.
7. In the event the Buyer intends to rent out the Site to a third party, the Buyer shall inform the Company accordingly after ensuring that such third party is credible and trustworthy. The envisaged rental agreement (a copy of which will be provided to the Company as well) shall stipulate that the third party shall abide by all the related provisions, Rules and regulations applicable to the Site as contained in or derived from this Agreement.

MODIFICATION

1. The Buyer acknowledges that the Company may from time to time, at its discretion or as required by any Competent Authority, change, vary or modify the plans, colours, materials, finishes, equipment, accessories, fixtures, fittings and/or specifications of the Site, the Common Area and/or LYALLPUR GALLERIA 3 described at the time of execution of this Agreement or inspection of the Site as the same may be illustrated in any sales brochures, model or otherwise, without notice to or consent from the Buyer, provided that the substituted items are of almost equal quality. The Buyer hereby consents to such changes, modifications and/or substitutions and agrees to complete this transaction notwithstanding such modifications.
2. The Buyer acknowledges that the Company is fully authorized and reserves the right to effect any change in the Site, Common Area and/or LYALLPUR GALLERIA 3 or construct additional floor(s) at any time, subject to necessary required approvals. The Buyer agrees not to raise any objection or claim of whatsoever nature in this connection.
3. The Buyer acknowledges and accepts that the design, features, amenities, layout, positioning, and/or Actual Area of the Site may vary as a result of the requirements of any Competent Authority. In case of such an eventuality, no adjustment of whatsoever nature in the Consideration will be made if, as a result of such change, area of the Site varies + 5%.
4. The Buyer acknowledges and understands that the Gross Area of the Site includes Net Area of the Site as well as any pantry (if any).
5. In the event of any dispute between the Parties concerning any Deficiencies and/or their rectification, a decision of the Company's Architect will be final and binding on the Parties. In all other respects, the Buyer will be deemed to have accepted the physical condition of the Site.

MAINTENANCE COMPANY, ADMINISTRATION AND CHARGES

1. After taking Possession of the said property, the occupant will regularly pay monthly service charges on account of administration and Common Area Maintenance (CAM).
2. The Buyer acknowledges that the Maintenance Company shall formulate and implement certain terms, conditions, rules and/or regulations (the "Rules") which are subject to amendment from time to time, with respect to LYALLPUR GALLERIA 3 which may also contain restriction on the use of the Site and/or LYALLPUR GALLERIA 3. The Buyer and the Buyer's heirs, successors-in-title, successors or assigns hereby agree to comply with the Rules and further agree to procure the compliance of all other occupants and/or invitees of the Site with such Rules.
3. The Buyer also acknowledges that the Maintenance Company shall levy on the occupants of the Site reasonable charges on a uniform basis to be collected periodically ("Service Charges") in order to perform and Render Services needed for the upkeep and operation and maintenance of LYALLPUR GALLERIA 3, will charge on sq.ft basis. The charges will be payable on 1st of every month.
4. Common Area Charges include:
 - (a) Housekeeping /Janitorial Services of Common Area
 - (b) Business Support Services
 - (c) Annual Paint and Repair Services
 - (d) Security Services
 - (e) System Overheads and Parking Maintenance
 - (f) Electricity bill of common area (excluding Internal Area of Unit); and
 - (g) Any other expense as deemed fit by the Maintenance Company.
5. Common Area/Shared Facilities charges may be revised from time to time and the same will be accepted by the unit owner.
6. Rental Agreement will be shared with the Company in case of Units Rented Out.
7. No unit owner will be allowed to place Brochure/Chart/Flex or any other promotional material in Common Areas.
8. An Amount of 5% of the shop value in Advance will be paid by the buyer against Maintenance Security at the time of Possession.
9. Design of unit fronts and interior installation will be approved by the Project Management Company and to be completed by shop owner or lessee. The approval fee will be borne by the buyer/applicant.
10. Shop will be provided with the Walls. Floor tiles and Shutter will be done by the Shop Owner, according to their interior Approved by Mall Management as per Fit-Out Manual. One Electric Supply point will be provided by the Company. However, the distribution will be responsibility of Shop Owner according to their own requirements at his own cost. Sub meter will be installed by the Company and billing will be through Card Meters.

- 11. No independent Generator will be allowed. However, the Buyer can install UPS at his own cost.
- 12. The Buyer agrees to promptly pay the Service Charges to the Maintenance Company. The Buyer also acknowledges and agrees that the Maintenance Company shall have a lien, charge or similar claim on the Site for any outstanding amount with respect to the Service Charges and further agrees that the Maintenance Company is empowered to take all action it may deem necessary to collect payment of such Service Charges.

FORCE MAJEURE

- 1. Should an event of Force Majeure occur that may or will delay the Completion Date, the Company shall notify the Buyer of such delay as soon as practicable. The Company shall also advise the Buyer the new Completion Date or an estimate of the duration of the delay caused by the Force Majeure, followed by a new Completion Date, when the same can be determined.
- 2. The Buyer shall not stop paying the installments of the Amount or any other amounts due under any circumstance including during the subsistence of the Force Majeure.
- 3. If any event of Force Majeure delays the Completion Date beyond two years from the estimated Completion Date, as determined by the Company in its sole discretion, the Company may terminate this Agreement by written notice to the Buyer. In the event of such termination of the Agreement, the Company shall return all Previous Payments made by the Buyer on the effective date of termination without interest and excluding any interest paid by the Buyer, and the Buyer agrees that it releases and discharges the Company against any and all claims, losses, costs, taxes, levies, expenses, damages and/or liabilities incurred, suffered or that may be incurred or suffered by the Buyer as a result of such termination.

FOR OFFICE USE ONLY

Unit No.: _____

Floor: _____

Area in sq. ft. (size): _____

Total Cost Rs.: _____

Booking Amount Rs.: _____

Cheque/P.O. No.: _____

Receipt No.: _____

Date: _____

Booked by: _____

Name & Signature: _____

Authorised Signature for Developers

Read, Understood & Signed

Date: _____

Date: _____



Site office: Lyallpur Galleria 3, Canal Expressway, Faisalabad.
Head office: Lyallpur Galleria, East Canal Road, Faisalabad.