



APPLICATION FORM

Dear Sir,

I/We the undersigned request you to please register my/our name for booking of Unit in your Project "HYPER MALL" on prescribed schedule of payment.

Star Club Card Membership No.: _____

Registration No.: _____

Unit No.:

Floor:

Area:

Type:

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. # - -

Nominee

I/We hereby declare that I/we have read all the terms and conditions of booking for allocation in the project, as incorporated in this Application Form and I/we accept the same. I/We further declare that, I/we abide by these terms and conditions and those, which may be prescribed by you for the purchase of a shop/showroom in this project from time to time.

NOTE: Unit price does not include Documentation Charges & Connection Charges for Gas, Electricity, Water & Sewerage & will be payable on demand by allottee.

Date: _____

Signature of Applicant

GENERAL TERMS & CONDITIONS

1. Name of the project shall be "HYPER MALL" which is being built/constructed on Hyper Mall, Pishtakhara Chowk, Ring Road, Dilawar Abad, Peshawar, Khyber Pakhtunkhwa comprising of Shops, Food Court, Playland and Offices termed as Units.
2. The applicant shall pay all the instalments as per schedule of the company.
3. The Demand Notice of payments and all correspondence will be dispatched by post at the address of the applicant given in the application form. The company shall not be responsible for non-delivery of communication if change of address is not notified by the applicant in advance.
4. 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 HYPER MALL, Peshawar.
5. The allottee shall not sell, transfer and/or assign the unit prior to taking over possession of the same, subject to written consent of the promoter/builder. Allowing such sale/transfer after recovering all the outstanding dues from the allottee, the builder shall charge 2% of the total cost towards TRANSFER FEE.
6. In case of failure, on the part of the applicant, to make payments within the prescribed period or after 7 days of FINAL NOTICE, the allocation/allotment will stand cancelled, the amount deposited by the applicant shall be refunded after re-booking of unit. An amount equal to 25% of the amount received, will be deducted from the refundable amount as cancellation charges.
7. In case an applicant subsequently wishes to surrender his/her unit or it stands cancelled on the basis of clause (5) above, the amount will be refunded after re-booking of the unit and deduction of 25% of the amount received will be made from the instalments deposited by the applicant, being the services, establishment & advertisements charges.
8. The applicant will pay documentation charges and all other ancillary and miscellaneous expenses to the company as determined by them for fulfilment of the formalities of various departments/agencies as and when asked by the company within the prescribed period of time. The cost of unit does not include documentation charges, electric, water and gas meter connection charges. Such charges shall be paid by the applicant on demand.
9. If in case, the unit size/area is increased/decreased at the time of final construction, then the cost difference due to such increase in size/area shall be paid by the allottee as and when demanded by the company.
10. If any Allottee/Transferee remains in arrears of any amount for more than ninety (90) days after the due date (whether formally demanded or not) the company shall have the right to cancel the allotment/transfer, cancel possession of the unit and forfeit 25% of the amount received. The decision of the management in the matter shall be treated as final.
11.
 - a) The applicant shall be liable to pay every month or on demand from the concerned authorities, the excise and taxation dues, water conservancy, services bills, i.e. Electricity (token load or permanent load), Gas, Water and others, directly to the concerned authorities individually or collectively by forming an association or committee, as soon as the respective premises is ready for possession.
 - b) The company accepts no responsibility if rates/tariff charged by these concerned authorities are higher than applicant's expectations. The applicant will make his/her own arrangements individually or collectively to settle these higher/inflated rates with the concerned authorities.
12. The allottee shall not bring inside the project or the Unit of the project any goods or machinery which are hazardous and combustible/flammable and shall not use the Unit for any purpose other than for which it was constructed and allotted.

13. The company will make every effort to obtain permanent electric connection and meters in the name of individual allottee at the earliest by making timely payment of challans, estimates, connection charges etc., in connection with these services. However, the availability of the above mentioned services is dependent on the authorities and the company accepts no responsibility if these services are delayed.
14. The applicant shall take over the physical possession of the unit within 15 days from issuance of intimation letter by the company, after clearance of all the outstanding dues/charges. In case of delay on the part of applicant, the applicant will be responsible to pay all utilities charges and government taxes and the company shall charge penalty for care taking of his/her unit; in case of any losses to his/her booked unit or fixture and fittings therein, due to theft, malicious tactics, natural, climatic occurrences, antisocial activities, riots and forced/illegal occupancy etc., the resultant loss or damages will be made good by the applicant.
15. The possession and ownership of unit shall remain with the company until full payment including service charges for utilities and documentation etc., is made by the applicant.
16. The construction will be done according to the plan/specifications, however, minor changes in designing and/or layout of the unit may be made by the company, if necessary.
17. The company retains and reserves the right at all times to construct additional floors/use roof for commercial purpose and can fix board or any thing and make any minor changes in designs and specifications at the sole discretion of the company.
18. The applicant shall not carry-out any additions or alterations involving structure of the building within the unit allotted to him/her (the structure includes, columns, slabs and beams) nor shall change the present elevation of the building or any part thereof under any circumstances, and also shall not have any right to use any open area or passages outside the allotted unit. This restriction will continue ever after the possession of unit is taken by the applicant.
19. The applicant agrees:
 - a) To permit the representative of the company to enter into the unit for ascertaining the observance of all the covenants or for laying, testing or repairing service mains, cables, pipes, drains, service and other items etc. The applicant shall take all precautions against the tampering/fouling of all such other services.
 - b) Not to make any partitions, alteration, additions or any holes, attachments or adhesions of any nature without the consent of the company.
 - c) Covered area of unit will include column and wall etc.
 - d) No extra work will be carried out by company on the request of applicant under any circumstances during the construction/finishing of the project.
 - e) The applicants will not mis-use the amenities provided by the company nor they will cover/encroach the open area.
 - f) To use the unit for the purpose as specified and approved by the company and undertakes not to use or allow anybody else to use the unit allotted to him/her or establishing any type of workshop, repair shop, scrap shop or welding works, cooking shop etc.
20. The rights of the roof will be retained by the company at all times and unit occupants/applicant will have no share, claim or interest in and over the roof of the top floor. Further the company reserves the full right of using top floor (roof) for erecting and fixing Neon-Sign or constructing additional floor or commercial use.
21. In case the allottee fails to open the shop as per given time after taking over the possession, the builder shall have the right to take charge of the said shop and give it to any other party for a period of at least 12 months, in order to start the shopping mall in time.

22. a) After taking possession of the said property, the occupant will regularly pay monthly service charges on account of administration and common area maintenance (CAM).
 b) Prior to taking over the physical possession of the allotted unit a six (6) months advance expense on account of maintenance charges i.e. services utilities, salaries of care takes, watchman (security guards), plumbers, electricians, generator, air-condition maintenance etc. and also other administrative overhead charges will be payable by the Allottee on demand, as the Company shall be responsible for maintenance of the project commencing from the date of handing over the POSSESSION of the first unit in the project.
 c) The Allottee shall form a registered association before the end of maintenance period managed by the Company otherwise the Company will not be responsible after the end of maintenance period regarding common and general services and proper upkeep/cleanliness of the project.
23. The cost of unit may be revised and adjusted accordingly, incase of any difference of size in the unit at the time of possession.
24. HYPER MALL reserves the right to cancel the agreement in case of breach of any of the afore-mentioned Terms and Conditions by the Purchaser(s).

FOR OFFICE USE ONLY

Unit No.: _____ Floor: _____
 Area in sq. ft. (size): _____ Type: _____
 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: _____



A PROJECT OF:
TRISTAR
 BUILDERS & DEVELOPERS