

GENERAL TERMS & CONDITIONS

1. The name of the project shall be "Royal Star Residency" which is being constructed on Survey No. 317-A, Gulshan-e-Iqbal, Block-10, Adjacent to Pavilion End Club, Main Rashid Minhas Road, Karachi.
2. The project is offered for sale on ownership basis and the same shall be booked on first come first served basis. The terms and conditions, specifications, schedule of payment and application form etc. shall be signed by the buyer and the same will form part of the Contract & Agreement for allotment of the respective unit.
3. All payment shall be made by the Allottee through crossed cheque/pay order/bank draft in the favour of M/s. Royal Star Residency and the same shall be deposited against official receipts with signature.
4. The construction will be done according to plan/specification. However, change in designing and layout of the apartment may be made at the sole discretion of the company, if so necessary from the company's point of view.
5. The Allottee(s) will not sublet, transfer or sell his/her/their apartment or shop to anyone before taking over possession without prior written permission of the company. The company may allow such transfer on receipt of the payment of all outstanding dues upto that time and transfer fee @ 5% of total cost of the unit.
6. The Allottee(s), if he/she/they so wishes can withdraw his/her/their allotment of the apartment on surrendering the original letter of allocation, receipt and original file to the company. In this event, the company will refund the allottee all the amount after deduction of 15% of the total cost as establishment/service charges. However, booking and allocation amount is not refundable. The refund will only be made after the said unit is re-booked.
7. The payment of installments shall be made by the allottee/buyer as per demand/schedule of payment, agreed at the time of booking within 10 days of the issuance of "Demand Notice" which will be sent at the registered address given to us. If the payment is not received within the prescribed period of 10 days "REMINDER NOTICE" will be issued informing the buyer to make the payment within the next 10 days. If the payment is still not received within the above specified period the allotment/allocation of the unit will be CANCELLED. The total upto date amount received will be refunded 45 days after the said unit is re-booked and payment is made by the new allottee/buyer. At the time of refund 20% of the total cost of the unit will be deducted as SERVICE CHARGES.
8. All correspondence will be sent at the Last registered address given to us. Any change in address, should be notified to the company in writing and non-receipt of letter due to incorrect or change of address will not be the responsibility of the company.
9. The Booking once cancelled, can not be reinstated/restored without payment of legal charges (i.e. 3% of total cost of unit).
10. The construction work of the project is proposed to be completed within 42 months from the date of commencement of the construction work. This of course does not include any delay due to natural calamities, force majeure, changes in the fiscal policies of the Government, non-availability of necessary materials, strike or causes beyond the control of the builder. In these circumstances, the company may interrupt and modify the construction schedule for which, a No Objection Letter will be given by all the allottee/buyer to the company for submission to KBCA/KDA.
11. In continuation to clause No. 10 the delivery of physical possession of unit within the specified period, entirely depends upon the regular payments of installments from Allottee/buyers.
12. The Lease of the unit shall be executed in favour of the buyer after the buyer has made total payment of the unit as well as cost of lease documentation charges and legal expenses etc. as specified in the Schedule of Payment. The Buyer will extend full cooperation to the Company in connection with the execution of the lease by providing relevant documents to complete the lease formalities.
13. The Possession of unit remains with the builder/company until full payment of the unit.
14. The cost of the unit does not include ground rent, fees for lease, sub-lease execution, stamping, registration charges, legal/Misc. expenses, Electric/Gas connection charges with its Meter charges and deposits etc. such extra charges (whatever amount requested) shall be paid by the Allottee/Buyer in cash within 6 months from the date of Booking.
15. The Allottee(s)/Buyer(s) shall not carry-out any additions or alterations involving the structure of the building within the unit allotted to him/her/their nor shall he/she/they will change the present elevation of building or part thereof under any circumstances. This restriction will continue even after the possession of Apartment is taken by the Allottee(s)/Buyer(s).
16. The Allottee/Buyer shall keep the common areas clear for the purpose of passage for all the allottee/buyer/occupant of the building and shall not place any goods or create any obstruction in the same.
17. The Allottee/Buyer shall not bring any goods inside the building which are hazardous, combustible or objectionable and shall not cause annoyance to other Allottees/Buyer/Occupants.
18. The Apartment shall be used for residential purpose and the Allottees/Buyers/Occupants shall maintain the building in good condition and shall not do anything in or to the said Building/Common areas which may be against the rules.
19. The Rights of the roof will be retained by the builder at all times and apartment buyers will have no share or claim or interest in and over the rooftop floor. Further, the builders reserve the full rights of using the top floor (for erecting and fixing Neon-sign or constructing additional floors etc.) on/over the roof of the top floor, on all the blocks of the building and the allottee/apartment holders/occupants shop owner & binds himself/herself/theirself not to raise any objection or claim over the roof of the building.

20. The loan amount is an anticipated amount which will be obtained from House Building Finance Corporation/Financial institution. However, the grant of loan shall be subject to availability of the funds with the H.B.F.C./Financial institution. If for any reason H.B.F.C./Financial institution is unable to provide the loan, then the Allottees shall make arrangement of payments of that amount from his/her/their own resources. The payment of the loan installments shall be made by Allottee/Borrower to H.B.F.C./Financial institution as and when it falls due as per rules of H.B.F.C./Financial institution. The Allottees/Borrowers will abide by the arrangements of loan which, the company shall finalize on his/her/their behalf and will follow rules and regulations and orders and instructions of H.B.F.C./Bank in this regard.
21. The Allottee shall pay the difference of H.B.F.C.'s/Financial institution's loan amount to the Company, if it is less approved due to low income of the allottee/buyer at the time of submission of the case in HBFC/Financial institution. The allottee shall have no objection on or over the company for obtaining loan either from a Schedule Bank, international Housing Finance or any other financial institution.
22. The allottee shall pay the monthly installments of HBFC or any other loan giving agencies, from the date of start of repayment without any delay and even without taking over the physical possession of the said apartment.
23. The allottee shall pay in advance at least 12 months maintenance/service charges to the company at the time of taking over the possession of the unit to enable the company, to make regular payments of the outstanding bills and charges of various departments and wages and salaries of maintenance staff i.e. chowkidar, electrician, sweeper etc. employed for proper upkeep of the project.
24. The allottee shall pay the outstanding amount, whatever it may be, of Electric bill, Water bill & Gas Meter rent charges, which will be installed by the Company before possession, for the convenience of allottees.
25. The allottee shall sign the necessary documents whenever needed and appear before the company/ sub-registrar / HBFC etc.
26. The allottee shall pay all the property taxes, lease charges, fees, valuation etc. of KMC, CDGK, KDA, K-Electric & SSGC in respect of the unit before taking possession.
27. The allottee shall permit the company's representative, staff, supervisor, engineer, worker at all reasonable time to enter upon the unit for the purpose of maintaining, testing, repairing, service, mains, pipes, cables, drains, sewers, whenever so deemed or occasion requires.
28. The allottee shall take over the possession of the unit within 15 days of the receipt of the intimation letter from the company. In case of delay, the company shall charge RS. 10,000/- per month from the allottee for taking care of the allotted unit.
29. The allottee shall pay the escalation in price due to delay or irregular payments to the company, which will be decided by the company. The allottee shall pay late fee and dues for delay/irregular payments. The completion of the project may be delayed in such cases, for which the allottee shall have no objection for delay in possession. All services may also be delayed.
30. The allottee/buyer will not be allowed to carry out any extra or additional work during construction/before physical possession of the unit.
31. In case of any litigation, case, or legal matter incurred on the said project during construction or any stage from any govt./semi-govt. dept., CDGK KDA, KMC or KBCA or any other persons or any agency or any association, the deposited amount will not be refunded till the settlement of the same.
32. Although the company would make every effort to obtain permanent electric and gas connection and meters in the name of individual allottee at the earliest and will make timely payment to the authorities in connection with these services, the availability of the above mentioned services are dependent on the authorities and the company accepts no responsibility if the availability of these services are delayed. Such delay will not amount to breach of agreement by the company.
33. Under any circumstances, the allottee(s) shall not rent, sell, transfer and/or assign the unit to bachelors, person of loose characters or anti-social elements & shall not do anything contrary to law.
34. The allottee will not fix any water tanks inside their units without prior permission from the builder. If the builder grants the permission, the allottee is bound to follow the specifications, location of erection and kind of water tank as specified by the builder.
35. In case the allottee requires fixation of any grills on the balconies, prior approval from the builder is required on the following conditions, so as to maintain the elevation of the buildings.
 - a. A uniform design, as per builder's specification has to be followed.
 - b. The erection of the grills has to be carried out by technician appointed by the builder.
 - c. The allottee has to pay the installation expenses for the grills to the builder.
36. The allottee shall pay Rs. 10,000/- for any documents required by him/her/them after six months from the date of possession. This includes photocopy of indenture of Sub-lease, photocopy of any receipt or NOC for installation of new telephone connection etc. or any other HBFC documents etc.
37. Builder/Company holds the right to sell the entire project with bookings. In such case, the new builder will be responsible for the completion of the said project and for the refund of the deposited amount of cancellation of the booking of any unit as the case may be. In case of any change in design, specification, accommodation, the new builder will be responsible.

38. If for any reason the project is abandoned, the company will refund the installments received from the allottee. However, interest, claim or damages of whatsoever nature will not be paid by the company.
39. The allottee will not mis-use the amenities provided by the company nor will cover/encroach the open areas on any floor, or anywhere in the project, nor make any partition, alteration or any holes, attachments or adhesions of any nature without the consent NOC of the Company.
40. In case of death of allottee, the assignees/legal heirs shall submit succession certificate.
41. All dimensions mentioned include walls.
42. Before or after completion and possession of the unit by the allottee, the unit cannot be sold by way of (GPA, Sale Deed and Lease Deed) without the consent/approval, NOC of the leaseholder (Builder) and payment of a prescribed fee as deemed fit by the company. Any agreement contrary to this will be considered null and void.
43. Besides the above terms and conditions the orders and instructions of the authority, issued from time to time in this regard shall be followed strictly. I/We confirm that I/we have fully read and understood the above terms and conditions and do hereby agree to abide by the same.

FOR OFFICE USE ONLY

Apartment/Shop No.: _____

Floor: _____ Tower: _____

Cash Amount Rs.: _____

Extra Charges Rs.: _____

Loan Amount Rs.: _____

Discount Rs.: _____

Total Cost Rs.: _____

Date: _____

Booked by: _____

Name & Signature: _____

 Authorised Signature for Developers

 Read, Understood & Signed

Date: _____

Date: _____



Survey No. 317-A,
 Gulshan-e-Iqbal, Block-10,
 Adjacent to Pavilion End Club,
 Main Rashid Minhas Road, Karachi.