



APPLICATION FORM

Star Club Card Membership No.: _____

Registration No.: _____ Application Form No.: _____

Shop/Office 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. #

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 (DATA DEVELOPERS) 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

GENERAL TERMS & CONDITIONS

1. The name of the project is "MISAQ UL MALL" located at Nishatabad Pul Sheikhpura Road, Faisalabad, Pakistan, comprising of Shops and Offices 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. Allocation of any Unit in the project is provisional and will be confirmed only after receiving full & final payment.
4. The applicant shall make the payment of installments by the 10th of every month, failing which a late payment charges of 2% per month will be levied on outstanding dues.
5. 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 the final address. All letters shall be sent 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.
6. Apart from the price of the Unit, the buyer shall also include all applicable Electricity, Water and Gas connection documentation charges.
7. (a) The Schedule fixed for each and every installment for the payments shall be the essence of the contract. If the payment of installment is not received within the stipulated period, the MISAQ UL MALL shall in written form/verbally demand the payment to be cleared within 15 days. This will be followed by another reminder after 30 days for the payment of installment. If the payment is not cleared, the company shall then cancel the booking/allotment. The amount received by MISAQ UL MALL till that time will be refunded when the said Unit is re-booked by a new buyer, after deduction of 15% of the full payment amount as service charges.

(b) The price of Unit is fixed and is offered on non Escalation basis provided the applicant/allottee pays his/her total dues/charges within the agreed period of payment schedule except in the following situations:-
 - Force majeure e.g. war, riots or natural disaster beyond the control of the company.
 - Economic instability/double digit inflation in the country.
8. The allottee shall pay all taxes etc. levied by Federal Government, Local Bodies and Municipal Bodies or any other authorities/agencies including those existing at present and those that may be levied by the above mentioned and/or other authorities in future.
9. The allottee shall not sell, transfer/assign the Unit prior to taking over possession from the Company, subject to written consent of the Company. Allowing such sale/transfer after recovering all the outstanding dues from the allottee, the Company shall charge Transfer Fee at the time of transfer of the Unit.

10. 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.
11. The rights of the roof will be retained by the company at all times and buyer will have no share, claim or interest in and over the roof of the top floor. The company reserves the full right of using top floor (roof) for erecting and fixing neon sign or constructing additional floors etc. The buyer binds himself/herself not to raise any objection or claim over the roof of the building.
12. It is the exclusive right of the company to utilize, allot, sell, rent out or lease the spaces or hoardings for publicity/advertising in the common areas or on the exterior of the any of the Misaq Ul Mall project without any reservations by the allottee.
13. It shall be the prerogative of the company to install counters, outlets or stalls etc in the common areas and it may also arrange exhibitions therein from time to time in its sole discretion.
14. The allottee or any other person under him shall not use any part of the project other than the demised premises. The buyer cannot convert the common areas in his personal use by any means.
15. The allottee shall only put up or display neon signs within the shops and other signs or hoardings at the points reserved for this purpose in the size , patterns and design as determined by the company and it may also charge reasonable fees for putting up displaying the same.
16. The applicant shall not carry out any additions or alterations in the Units involving structure of the building within the area allotted to him/her.
17. The Company reserves the right at all times to make any changes in the designs and specifications at the sole discretion of the Company.
18. The possession and ownership of the Unit shall remain with the Company until full payment including service charges for utilities and documentation etc. is made by the applicant.
19. All payments shall be made by the Purchaser(s) to Data Developers in the shape of Draft/Pay Order/Cheque only. Cash will only be accepted in specific conditions.
20. The Purchaser(s) shall maintain the Unit at 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 MISAQ UL MALL or do any act against the law, bye-laws and regulations of the concerned Government Authorities.
21. If the shop is already rented, the buyer/allottee who has paid 30% of the cost of the Unit will be eligible to receive 30% of the incoming rent immediately. Similarly if the buyer/allottee has paid 50% of the cost of the Unit, he/she will be eligible to get 50% of the incoming rent immediately.
22. After taking possession of the said property, the occupant will regularly pay monthly service charges on account of administration an common area maintenance (CAM).

23. The territorial jurisdiction shall be the same area where the registered office of the company is situated notwithstanding where the instant agreement is executed.
24. That Purchaser(s) will not undertake any activity which changes the Elevation/Outlook of MISAQ UL MALL; neither do anything which spoils the atmosphere of MISAQ UL MALL. The Purchaser(s) shall not stock, offer or sell goods/merchandise in the inner or outer common area of the MISAQ UL MALL.
25. The MISAQ UL 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

Shop/Office 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: _____

A Project of:



Data Developers

Head Office: Nishatabad Pul Sheikhpura Road, Faisalabad, Pakistan.