



# TERMS & CONDITIONS

## DEFINITION:

\* The company means M/s. Raja Construction & Consultants and Ejaz Developers & Contractors having its office at "Circular Road Bahawalpur, Pakistan, which is constructing the project titled "Seerani Shopping Mall" situated at Circular Road, Bahawalpur, Pakistan.

\* The applicant means the prospective buyer/allottee of the unit intended to be purchased/booked with the company.

## BOOKING:

\* That the booking/allocation of the units shall be on the principle of "first served" basis.

\* That all serial numbers/or other identification numbers and markings given in the layout plans, booking and/or allocation letters pertaining to units are adhoc, temporary and tentative basis and the company reserves the rights to amend/change or re-number the same, if found necessary.

## CHANGES OF ADDRESS:

\* The demand notice of payments and all correspondence will be dispatched by post/courier at the address of applicant given in the application form and shall be deemed to be duly received and served upon the applicant. The company shall not be responsible for non-delivery of communication if change in address is not notified by the applicant in advance or for the postal mishap.

## PAYMENT OF INSTALLMENTS:

\* The payment of installment shall be strictly made by the applicant on due dates according to the schedule of payment. In case of failure, a first notice of 15 days shall be issued. If the applicant allottee fails to make the payment within specified period of 15 days, a second notice will be issued to him/her extending the payment period 15 days more. If the applicant/allottee fails to pay within the extended period of 2nd notice. Then a final notice shall be issued allowing him/her to settle his/her total over dues within 15 days time. In addition, the company shall have the right to demand a late payment surcharge 1.5% per month & 0.05% daily and/or revoke the discount offered to the applicant (if any) at its sole discretion.

\* That all the discounts are valid on the receiving of regular payments and shall be adjusted in the final payment.

\* That the applicant fully understands that the booking of the units shall remain provisional until he/she has paid the confirmation installments as per schedule of the payment of the company and he/she has no right to claim over the booking until the execution of allotment letter is made in his/her favor.

## NON PAYMENT OF INSTALLMENTS:

\* In case of failure on part of applicant to make payments within the prescribed period of time or within 30 days from the date of the notice, the provisional allocation/allotment will stand cancelled and the amount received as installments will be refunded after deducting 30% of the paid amount as establishment/service charges but such refund will be made after 6 months of the completion of the project.

## TRANSFER EXECUTION:

\* The Company (Seller) will be responsible to complete all relevant papers including construction work of said unit and shall execute Sale Agreement (registration)/transfer formalities of the above said unit in the name of purchaser on the date as mutually agreed between both the parties. Physical possession of the said unit complete in all respects shall be delivered by the Sellers to the purchaser in 24 Months with grace period of 6 Months. Any fees/charges imposed by the developer will be paid by purchaser.

\* The Transfer of the unit shall be executed in favor of the applicant only after receiving payment of the total outstanding amount up to date as well as cost of transfer documentation charges, transfer fees and legal expenses etc. The applicant/buyer will extend full cooperation to the company in connection with the execution of the transfer by providing relevant documents, charges and fees to complete the transfer formalities.

\* That the applicant undertakes to appear at the office of the company and office of The Raja Construction & Consultants and Ejaz Developers & Contractors as and when required for any signatures.

## AVAILABILITY OF UTILITY CONNECTIONS:

\* Although the company would make efforts to obtain permanent utility connections and meter in the name of the individual applicant at the earliest and Applicant/Buyer will make utility connections payment to the Raja Construction & Consultants and Ejaz Developers & Contractors in connection

with these services. The availability of the mentioned services is delayed due to policy of the concerned department/Government/Semi government or Local authorities. The company shall not be responsible for such delays.

## TRANSFER OF ALLOTMENT:

\* The applicant will not transfer or sell his units to anyone without prior notification to the company. Such transfers shall be made through the company only after making payment of all outstanding dues up to that time and transfer fee @ 2% of total price of the unit in lieu of expenses in connection with documentation done as service charges.

## CARE TAKING CHARGES:

\* The allottee/applicant shall take over physical possession of the unit within one month from the date of issuance of the intimation letter by the company. In case of any losses or damages to his/her booked unit or fixtures and fittings there in, due to theft, malicious tactics, natural/climate occurrences, anti-social activities, riots and forced/legal occupancy etc. the resultant loss or damages will be made good by the allottee/applicant. Caretaking/Maintenance charges shall be charged from the date of issuance of intimation letter for possession.

## POSSESSION:

\* That the possession and the ownership of units shall remain with the Company until full payment, including service charges for utilities and documentation etc. is made by the applicant.

## COMPLETION OF PROJECT:

\* The construction of the project is supposed to be completed as per schedule commitment from the date of starting construction (i.e. 4 months after the date of booking) subject to the condition of force majeure, strike, riots, war and other calamities which are beyond the control of the company.

\* This also includes the fiscal policies by government, non availability of necessary materials/labours etc. further the delays in payment of installments by the allottees. In such conditions the builder shall be at liberty to revise/interrupt the construction schedule.

## PRICE OF OFFICES/SHOPS:

\* On escalation in price shall be done except under the unforeseen circumstances and unbearable changes in the national price structure of building materials, national calamity, force majeure, war strikes, delay in payment from allottees or any other reason beyond control of the company.

## MAINTENANCE CHARGES:

\* The applicant/allottees shall pay in advance the service charges as determined at actual divided proportionately to the total number of applicants/allottees, for the entire period to the company, at the time of taking possession to enable the company to make regular payments to maintenance staff e.g. Security Guards, Electricians, Sweepers etc, employed for the proper upkeep of the project. However proper account shall be maintained by the company or the same shall be transferred to the allottees association which should be formed after completion of the project.

## USE OF OFFICES/SHOPS:

\* The allottee/purchaser/applicant shall not bring inside the building any goods that are hazardous and combustible. Heavy machinery shall not be transferred to any floor for which it is not designed. The allottee/purchaser shall not make any internal or external addition, alteration or modification without prior approval of the competent authority/company.

\* That the applicant shall not carry out any additions involving structure of the building within the units allotted to him/her. The structure includes columns, slabs and beams, nor shall change the elevation of the building and any part thereof under any circumstances. The restriction will continue even after the possession of the unit is taken by the applicant.

## IF THE PROJECT IS ABANDONED:

\* If the project is abandoned due to any reason (except force majeure), the company will refund the installments received from the applicant within 6 months from the date of the booking made to this effect. It is clearly understood that in such an event the applicant will not be entitled to any claim, interest or damages, except the original amount paid.

## OTHER RESPONSIBILITIES:

\* The applicant also agrees in addition to above conditions the following special conditions are also applicable for built-up units. The applicant will permit the representative of company to enter into the unit for ascertaining the observance of all the covenants or for laying, testing, repairing service mains, cables, pipes, drains, service and other items etc., the

applicant shall take all precautions against tampering/fouling of all such other services.

\* Air Cooling System will be installed in corridors only.

\* That the allottee will not object whatsoever to the course of the sewerage lines.

\* That the allottee will not object to the structural, load bearing columns if these appear within the shop/apartment area.

\* The company shall from time to time entitled to issue instruction & policy changes which the applicant/allottee accept and follow as part of this contract application form/terms and conditions etc.

\* No extra work will be carried out by the Company on the request of applicant under any circumstances during the construction/finishing of the project.

\* The option of extra work, fixtures, furnished and semi furnished is available with extra cost payment.

\* The applicant will not misuse the amenities provided by the company nor they will cover/encroach the open area on the ground floor, basement, or anywhere in the building.

\* All dimensions mentioned in the layout plans include walls and are preliminary.

\* That the use of exterior walls, front and common area has been reserved by the Company for other commercial use at the sole discretion of the Company.

\* That the applicant/allottee/buyer shall keep the common ways, passages and staircase & streets etc. for the only purpose as being the common way. Passages, staircase & streets etc., for all the allottee/buyers/occupants of the project and shall not place any goods or create any obstruction in the same.

\* The Shops/Offices shall be used only for commercial purpose and the applicant/allottees/buyers/occupants shall maintain the unit in good condition and shall not do anything contrary to law.

\* The rights of the roof recreational area will be retained by the Company at all times and the applicant/allottee shall have no share claim or interest in and over the roof of the top floor. Further the company reserves the full rights of using top floor roof or side wall for erecting and fixing neon Sign or constructing additional floors. However, allottee can avail the services of recreational floor on payment of membership fee and on acceptance of the terms of membership.

\* That Company may make internal and external minor changes in the designing and layout the units, if necessary and as required by structural and architectural designers.

\* That company shall have first lien Claim and charge on the units, its fixtures and fitting and the contents therein regarding any amount liable to be paid by the applicant to the company.

\* That both company and the Applicant have finalized the transition by themselves alone at their own free will and conditions after full satisfaction and inspection of premises including the title documents and legal authority of Company to sell as well as stays and credential of each other and in future for all purpose both the parties shall settle the matter by contacting each other on the given address and telephone numbers. However, in case of a dispute, it shall be dealt through arbitration.

\* That the Annual Property Tax charges by the concerned authorities will be equally distributed among all the purchasers, if demand by any government authority/department.

\* That in case of fire, or Act of God or any damage due to any reason the sellers/builder shall not be responsible for any damage cause to the purchaser in any case.

\* The Payment Plan is also agreed and signed for record and attached (which is part of booking form).

\* In case of unit, the size/area is increased at the time of final demarcation or at the time of possession, then the cost difference due to such increase in size/area shall be paid by the allottee as and when demanded by the company at prevailing rates. In case of decrease of unit size/area the company is liable to refund the difference at the purchase price paid by the allottee.

## DECLARATION:

I/We have read and understood all the terms & conditions and I/we hereby agree to abide by them unconditionally. I/We further undertake that the company reserves the right to change, and or delete any conditions and rules and regulations at its discretions with or without assigning any reason or notice thereof and the allottee/applicant shall accept the decision of the company in this regard.

Read Understood & Accepted above terms and conditions of the application form.

Applicant Signature

Booking Manager

Authorized Signature

A Project of:



Basement Seerani Shopping Mall, Chowk Fawara, Bahawalpur.