

# Terms & Conditions

1. The name of the project is Al-Noor Cargo City Gwadar, which is being developed on land bearing Khasra No. 127, 128 and 132. In Mouza Shankanidar District Gwadar, Balochistan, by M/S Niazi Developers (Pvt.) Ltd.
2. The plots are offered to General Public on ownership basis and the allotment shall be done on first come first served basis. The application form, terms and conditions, specifications and schedule of payment etc, shall be part of contract and shall be binding on both parties.
3. All payments shall be made by the allottees by cheque / pay order / bank draft in the name of Al-Noor Cargo City Gwadar in Account # 0042/01002276 at Bank Al-Falah Limited, Allama Iqbal Town, Lahore.
4. The price of plots is subjected to change from time to time in future. The price does not include any development charges that will be charged as and when demanded. Allottees failing to pay development charges in time, will have to pay interest on the subject amount at the rate of 3% per month, otherwise the allotment shall be cancelled and the amount deposited by the allottee will be refunded without any interest after rebooking of the same plot and an amount equal to 20% of the total cost of plot agreed at the time of booking will be deducted from the refundable amount as a marketing services & establishment charges. The cost of the development charges does not include, electric, water, gas, phone connection and internal/external charges, such charges will be paid by the allottee on demand by the concerned authorities.
5. The allotment shall be confirmed through provisional allotment letter, which shall be issued after 30% payment of the total cost of plot.
6. The payment of installments shall be made by the allottee on due dates according to the payment schedule. In case of failure a demand notice of 15 days shall be issued, if the allottee fails to make the payment within specified period of 15 days of first notice, a second notice will be issued to the allottee extending the period upto 30 days from the date of issuance of first demand notice. If the allottee fails to pay the installments within the date mentioned in the notice. The last and final cancellation notice will be issued to the allottee and the plot shall be stand cancelled and the 20% of total cost of plot will be deducted from the paid amount and the remaining amount will be refunded after the rebooking of plot. The notices of payments and all other notices and correspondence shall be sent at the last given mailing address of the allottee as per record of the Company.
  - a) The Company shall however, not be responsible for non delivery of notices, correspondence etc, due to change of address if communication where of has not been made to the Company.
  - b) In case the allottee subsequently wishes to surrender the plot, the amount paid by the allottee will be refunded after the rebooking of the plot without any interest and the deduction of 20% of the total price of the plot agreed at the time of booking will be made as marketing services and establishment charges.
7. For the transfer of plot, 1% of the total cost of plot will be charged for each transfer.
8. The payment of the installment paid by the allottee are not refundable and the allotment of plot cannot be cancelled on demand/request of the allottee however, if the allottee wants to sell, transfer or assign his/her plot before or after the completion of development work of the project, he can do the same after obtaining the NOC from the Company.
9. The allottee shall abide by the rules and regulations prescribed by the Company and the Gwadar Development Authority presently and in future. The possession and ownership of plot shall remain with the Company until full payment including development charges, services charges for utilities and documentation etc., have been paid by the allottee.
10. The allottee shall take over the possession of the plot and get it transferred/registered on his/her name within 30 days of the issuance of notice from the Company. In case of delay in taking over the possession, the Company shall charge Rs. 3,000/- per month for the first six months from the notified date. If the buyer fails to take over the possession beyond six months of the notified period, allottee will be liable to pay the Company for each plot Rs. 5,000/- per month till such time the possession of the plot is taken over.
11. After proper handing over the possession of plot to the allottee, the allottee shall be responsible for the safety of the plot.
12. The allocation of the particular number of commercial plot of the project is provisional, the designing and layout of GDA development plan may be changed or altered by the Company for the project requirement or on the demand of local authorities, which shall be acceptable to the allottee. The Company retains and reserved the rights at all times to create additional plots and make any type of change in design and/or specification at the sole discretion of the Company.
13. The area of plots mentioned is approximate, if actual measurement of the plot is found more or less, the buyers shall be charged for the actual allocated areas on proportionate basis.
14. The allottees shall pay all taxes levied by the Federal/Provincial/District Government, Local/Municipal bodies etc presently and in future.
15. The construction on the plot shall be strictly in accordance with applicable Town Planning and architectural (Control) Rules and Regulations of the concerned authorities. A No Objection Certificate (NOC) shall have to be obtained from the Company before submitting the building plans for the approval from the authorities. The Company will give its NOC after clearance of all dues of the Company including NOC fee prescribed by the Company. No construction on the plot shall be carried out without approval by the authorities and intimation of such approval to the Company.

If for any reason the project or part thereof is abandoned due to some unavoidable reasons the same project or its part will be shifted to some alternate location which must be acceptable by the allottee, in case of refusal the allottee shall not claim any interest on amount paid by him/her for any plot.
16. In case of disputes, final decision making authority will be the management committee of the Company, which shall be binding on both parties.
17. The allottee shall pay all the installments as per payment schedule of the Company strictly within time given by the Company. The payment schedule will be the part of the contract.
18. The Company shall maintain steady progress of the development subjected to the payment of development charges by the allottees. The Company will fulfill its obligation of timely completion of development of the project subjected to the fulfillment of the allottees commitment.
19. The allotted plot's location, size and dimensions or plot numbers may change before or after development due to ground variations without prior notice to the allottee.

**Note: The terms and conditions of this agreement shall be binding on the allottee and his/her successors/legal heirs.**

Read, Understood & Accepted

Allottee's Signature

Thumb Impression

Al-Noor Cargo City, Gwadar Through  
Niazi Developers (Pvt.) Ltd.