

1. All allottees should abide by the terms and conditions of Builders (M/s United Buildtech-AB). The Allottee agrees to pay in addition to the payment of the cost of flat and all such other charges, rates, taxes etc of all or any kind as may be notified by government from the date of his application in proportion to the area of apartments prior to the execution of sale deed. In the event of any increase in such charges these will be considered as unpaid sale price of the apartment and M/s United Buildtech-AB shall have lien on the apartment of the allottee for recovering such charges.
 2. The allottee agrees that all right including the ownership thereof of land, facilities and amenities other than those within the said apartment shall vest solely with M/s United Buildtech-AB and they shall have the sole and absolute right to deal in any manner with such land facilities and amenities.
 3. The allottee confirms that he/she has not made any payment to the M/s United Buildtech-AB in any manner what so ever and M/s United Buildtech-AB has not promised or represented or given any impression of the kind what so ever that the allottee have any right, title or interest of any kind what so ever in any land, Building, common area facilities and amenities except use of common area for the purpose of direct exit to the nearest public street / nearest road to be identified by the builder in its sole discretion. The allottee agrees that such identification by M/s United Buildtech-AB in its plans now or in future shall be final award binding on the allottee.
 4. The allottee shall pay the stamp duty, registration charges and all other incidental and legal expenses for execution and registration of sale deed of the apartment, which shall be executed and got registered after the allottee shall pay the stamp duty, registration charges and all other incidental and legal expenses for the allottee in respect of the apartment.
 5. The provisional and / or final allotment of the apartment is entirely at the discretion of M/s United Buildtech-AB and they shall have right to reject any provisional and / or final allotment without assigning any reason thereof.
 6. The allottee / applicant agrees and has / have understood that the time of payment to the M/s United Buildtech-AB towards the cost of flat being the essence of this transaction, it shall be incumbent upon the members to strictly comply with the terms of payment and conditions of the allotment and sale. In the event of delay in payment of any of the installment beyond ten days from the due date the allottee shall pay interest @ 18% per annum to M/s United Buildtech-AB. In the event of delay in the payment of installment / booking amount along with the interest on the delayed payment be forfeited and the member shall be left with no lien or right / title interest or any claim of whatsoever nature on the apartment. M/s United Buildtech-AB shall thereafter be free to resale and or deal with said apartment in any manner whatsoever at its sole discretion.
 7. The amount if any paid over and about earnest money, processing fee, interest on delayed payment booking amount etc. would be refunded by M/s United Buildtech-AB to its allottees after realizing such amount upon resale of the apartment.
 8. The allottee agrees to join any association / committee of allottees of "SOUTH CITY APARTMENTS" which will be constituted amongst the occupants of "SOUTH CITY APARTMENTS". M/s United Buildtech-AB in its sole discretion for its purpose. The allottee further undertake to contribute his share to maintain and manage the premises of "SOUTH CITY APARTMENTS".
- The allottee agrees and confirmed that, if as a result of any legislation, order, rules or regulation made or issued by the Govt. or any other authority or if the competent authority refuses, delays with holds, denies the grant of necessary approvals of the said apartment / building or if any matter / issues related approval, permission, notification by the competent authority becomes subject matter of any suit, writ or any other kind of a petition before a competent court or due to force major condition M/s United Buildtech-AB after provisional use, the allottee agrees that M/s United Buildtech-AB shall be liable to refund the amount received from them and final allotment is unable to deliver the apartment / parking space to the member for his/her occupation and without any interest or compensation what so ever.

**TERMS & CONDITIONS FOR ALLOTMENT OF FLAT IN
SOUTH CITY
AT NOWGAM, SRINAGAR**



9. M/s United Buildtech-AB will hand over possession of the apartment to the member for his/her occupation and use within the stipulated time subject to the allottee / applicant having complied with all terms and condition of the apartment buyer agreement. In the event of his/ her failure to take over and or / occupy and use the apartment provisionally and / or finally allotted within 30 days from the date of intimation in writing by the builder then the same shall lie at his/her risk and cost and the allottee / applicant shall be liable to pay to the M/s United Buildtech-AB holding charges which will be decided by the management of M/s United Buildtech-AB.
10. The allottee / applicant agrees that upon completion of the said building the member shall enter into a maintenance agreement with the managing committee of "SOUTH CITY" APARTMENTS at SOUTH CITY".
11. In case of the allottee applicant who have opted for long term payment plan agreement with any financial institution / bank, the conveyance of the apartment in favour of the member shall be executed only upon M/s United Buildtech-AB receiving "No objection certificate" from such financial institution / banks.
12. The member shall inform M/s United Buildtech-AB in writing of any change in mailing address mentioned in his application failing which all demands, notice, etc, by the builder shall be mailed to the address given in his application and shall be deemed to have been received by the allottee / applicant. In case of joint allottee, all communication shall be sent to the first named allottee / applicant in his application.
13. The allottee / applicant is under stood to have seen and accepted the plan. Design, Specification which are tentative and the member agrees that M/s United Buildtech-AB may effect any necessary alternation and modification in the layout plan, building plan design, specifications if as when found necessary as M/s United Buildtech-AB may deem fit or as may be desired by the Competent building plan approving authority. However, in the event and as a result of such alteration / modification resulting in the deviation in area of apartments, the deviation shall be restricted to 8% of the whole area of the apartment.
14. For all intends and purpose and for the purpose of the terms and conditions as set out in this application single includes plural and masculine include the feminine gender.
15. The allottee / applicant shall from the date of possession maintain, at his own cost, the said apartment's periphery walls, parting walls, drain, pipes and appurtenances thereto in a good and tenable condition and shall not put up any sign board, neonlight, or advertisement material, etc. on the periphery walls of the apartment, external facade or common area of the building. The member shall not carry out any alternations in the apartment nor remove any walls or changes the position of the doors and windows of the apartment under any circumstances.
16. The member agrees that sale of the apartment is subject to force major clause which entirely includes delay on account of non-availability of steel and/or cement or other building material, water supply, or electric power or slow down strike or due to dispute with the construction agencies employed by M/s United Buildtech-AB, civil commotion or by reason of war and enemy action or earthquake or any act of God.
17. The M/s United Buildtech-AB shall in a sole discretion be entitled to appropriate the money received from the allottee/applicant towards any account and the appropriation so made shall not be questioned by the allottee/applicant. The member hereby agree that incase any interest is payable by the allottee/applicant, M/s United Buildtech-AB shall have the rights to adjust any money paid by the allottee/applicant first towards the interest liability and the balances, if any, shall be adjustable towards other dues payable to M/s United Buildtech-AB.
18. The allottee/applicants undertakes to procure a power connection from the Power Department of his own for the electrification of his apartment.
19. All or any disputes arising out or touching upon or in relation to the terms and conditions including the interpretation and validity of the terms there of and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceeding shall be governed by the arbitration and Conciliation Act. 1996 or any statutory amendments/modification thereof for the time being in force.

Signature of Allottee/Applicant
In token of Acceptance of
Terms & Conditions from S.No. 1-19

APPLICATION FORM

for Booking of Apartments, Duplex Houses at **South City**, Bye-pass Road, Nowgam, Srinagar

• BUILDERS • PROMOTERS • DEVELOPERS



Quality Construction, Outstanding Integrity

M/s UNITED BUILDTECH-AB

South City, Bye-pass Road, Nowgam, Srinagar

Sir

Kindly Allot me _____ Flat / Duplex House / Villa at SOUTH CITY _____ Apartment. My details are as under :

1. Name (BLOCK LETTERS) :
2. Father / Husband / Wife (NAME) :
3. Permanent Address :
4. Correspondence Address :
5. Occupation :
6. Office Address :
7. Age of Applicant :
8. Phone No's :
- (Resi) :
- (Office) :
- (Mobile) :
9. Email Address :
10. Payment Details :
11. Nominee Age of Nominee Relationship with Applicant



I do hereby solemnly declare and affirm that I have made the statement of facts and no material information had been concealed . In case any information is found to be not true and factually incorrect, I shall be liable to abandon all claims on my flat / apartment / duplex house allotted to me and decision of management of **M/s United Buildtech-AB** (Builder / Promoters) shall be final and binding on me. I solemnly undertake to abide by all the terms and conditions of the **M/s United Buildtech-AB** and amendments made and conveyed to me from time to time.

Signature.....
Name of Applicant.....
Address.....