

APPLICATION FORM

To,
M/s BIBHAB BUILDWELL
86, Bibhab Trade Centre,
Bye Pass Road, Agra

Photo

First / Second Applicant :
Address :
Nominee Name :
Nominee Relation :
Telephone No. : Off. Resi.
Scheme : BIBHAB GRANDE, CHAMROLI, AGRA
Choice of Flat No. : Block : Floor : Type :
Area of Flat : sq ft or sq. mtr
Total Cost of Flat : Words (Rs.)
Details of Payment :

I agree to pay the amount as mentioned above.

(Signature of Applicant)

SCHEDULE "A"

TERMS AND CONDITIONS FOR ALLOTMENT OF RESIDENTIAL FLAT IN BIBHAB GRANDE AT AGRA OF M/s BIBHAB BUILDWELL

1. The Allottee(s) has applied for the allotment of the residential apartment with knowledge and subject to all the laws, notifications and rules applicable to this area, which have been explained by the company and understood by him/her.
2. The Allottee(s) has fully satisfied himself about the interest and title of the company in the said land and understand (s) all limitations and obligations in respect of it. and there will not be any investigations or objections by the Allottee(s) in this respect in future.
3. The Company shall have the right to effect suitable and necessary alternations in the layout plan. If and when found necessary, which alternations may involve all or any of the following changes namely changing in the position of the Apartment, change in the number of the Apartment or changes in its dimensions or changes in the area. If there is any increase/decrease in the areas. The revised price will be applicable at the original rate at which the flat was booked for sale. If for any reason the company is not in the position to allot the property applied for, the company shall be responsible only to consider for any alternative property or refund of the amount deposited with simple interest at the rate of 15% per annum.
4. The Allottee (s) is entitled to get the name of his/her, nominee (s) substituted in his/her place with the prior approval of the company, who may in its sole discretion permit the same in such conditions as it may deem fit.
5. The Allottee(s) agrees that he/she, shall pay the price of the residential Apartment and, other charges on the basis of covered area of his/her Apartment.
6. All taxes, levies, charges or assessments whether levied now or in future by ADA or any other Government bodies / on the building / apartment (as the case may be) shall henceforth be borne by the Allottee(s).
7. The Allottee(s) of the flat shall pay necessary charges for maintaining the various services as determined by the company until the services handed over to the local bodies. The amount shall be payable by the intending Allottee(s) in the manner and as and when demanded by the company.
8. The sale Deed or any other document conveying the said apartment shall be executed and got registered in favour of the Allottee(s) within the reasonable time after the flat has been finally constructed at the site and after receipt from him/her of

full sale price and other connected charges. Cost of stamp duty and registration charges etc, as applicable will be extra and shall be borne by the Allottee(s).

9. The Allottee(s) shall get his/her complete address registered with the company at the time of booking and it shall be his/her responsibility to inform the company by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the Allottee(s) shall be responsible for any default. In payment and other consequences that might occur therefrom.
10. The allotment of flat is entirely at the discretion of the company and the company as a right to reject any offer without assigning any reason thereof.
11. The Allottee(s) undertake to abide by all the laws, rules and regulations relating to the UP Ownership of Flat Act or any other law as may be made applicable to the said apartment.
12. Agra Court alone shall have jurisdiction in all matters arising out of / touching and / or concerning this transaction.
13. The Allottee(s) shall comply with the requirement of Section - 269 UC of the Income Tax Act, 1961, if applicable and execute the Form-37(i)
14. A special Caretaker and Service Cell/Residents Welfare Society comprising of residents would look after the maintenance of services in the Complex, Whether the Allottee(s) is in apartment / not occupied or out of town, he/she shall pay charges as fixed by the caretaker body.

I/We have read and fully understood the above mentioned terms and conditions and agree to abide by the same.

(Signature of Allottee)

Date:

Place:

To,
M/s BIBHAB BUILDWELL
86, Bibhab Trade Centre
Bye Pass Road, Agra

Dear Sir,

In continuation to the application form for the allotment of flat no.
I agree on the following :

1. I am enclosing herewith a draft/cheque/cash no. date..... of Rs. (Rs.) as booking amount of the flat as stated in the application form as per rules of the company.
2. I agree to abide by all the terms and conditions laid out by the company towards the sale of the space which shall be binding on me.
3. I agree that payment of the installment shall be made positively by the 7th of each month, otherwise I shall pay interest @24% p a for the delayed payment.
4. I also agree that the drawings, finishes displayed in the office of the company and the brochure are provisional and subject to changes by the sanctioning authority/architects/ or builders the course of construction without any objection or any other claim what so every by me.
5. In case due to any reason I am not in position, unable, change of mind, due to financial problem or any other reason to further continue / purchase the flat the company will be at liberty to deduct 15% of total sale consideration as cancellation charges.
6. I shall in no way try to disrupt the construction activity at the site, and will only suggest the changes to the concerned person in the office. Further if any changes or alterations are to be made in my particular flat I shall give them in writing in the office only than will the concerned changes be made. I shall in advance pay the charges for additional work if any suggested by me in my flat.
7. Any extra / additional work which I propose to carry out in my flat shall only be done after execution of sale deed / possession. In special case only with permission from builder shall they be carried out prior to stated above and shall be done as per convenience and approval of builder. I shall in no way try to damage the structure.
8. In case of delayed payment the builder shall telephonically inform the applicant. If on three occasions the applicant makes delayed payment than builder is at liberty to cancel the flat without informing.

I agree by all the terms mentioned above and also enclosed.

(Signature of applicant)

Name :

Date :

Place :