

Name of Applicant : (1)
 (2)

Age & Date of birth : (1) (2)

Profession : (1) (2)

Father's/Husband's Name : (1) (2)

Permanent Address : (1)

 Taluk: Village: Pincode :

(2)

 Taluk: Village: Pincode :

Address for correspondence :

Status : (1) Indian NRI (2) Indian NRI

(1) Pan No (2) Pan No

(1) Aadhaar No (2) Aadhaar No.....

If NRI, Passport No : (1) (2)

Phone No. : (1) (2)

Whatsapp No. : (1) (2)

E-mail : (1) (2)

PROPOSED APARTMENT DETAILS:

TYPE OF APARTMENT : FLOOR NO:

SUPER BUILTUP AREA : NO. OF COVERED PARKING:.....

I/We have read all the terms and conditions and I/We agree to abide by the same.

Please find enclosed DD/Cheque No/Transfer dated

for Rs.....drawn on Bank

in favour of NOEL VILLAS AND APARTMENTS towards booking amount of the apartment. Kindly confirm the allotment. On allotment I/We agree to remit further installments as per the schedule for payment given in terms and conditions.

Applicant 1

Applicant 2

Place: Signature : (1) (2)

Date: Name : (1) (2)

1. NOEL VILLAS & APARTMENTS reserves the right to accept or reject any application. Once allotted and the agreement signed, prices are firm.
2. RERA Registration No. of NOEL FEATHER project: K-RERA/PRJ/ERN/253/2024
3. Payment schedule –
 - Booking Amount : 10% of the total cost + taxes applicable
 - On Agreement : 20% of the total cost + taxes applicable
 - At completion of foundation : 10% of the total cost + taxes applicable
 - At completion of 1st floor Slab : 10% of the total cost + taxes applicable
 - At completion of 6th floor Slab : 10% of the total cost + taxes applicable
 - At completion of 11th floor Slab : 10% of the total cost + taxes applicable
 - At completion of 16th floor Slab : 10% of the total cost + taxes applicable
 - At completion of 21st floor Slab : 10% of the total cost + taxes applicable
 - At completion of entire structure : 5% of the total cost + taxes applicable
 - On Handing Over : 5% of the total cost + taxes applicable

The stage of construction referred in the above schedule is only as a reference point for effecting advance payments.

4. The basic sale price of the Apartment does not include:-
 - All Central & Local taxes, building tax, GST, cess, one time building tax, construction welfare fund, or similar social security fund contributions, if applicable or made applicable during the period of the contract or after its completion in relation to this project and any other statutory payments in respect to the construction work carried-out.
 - Security deposits, installation charges and incidental expenses of electric posts, lines, transformer, KSEB connection.
 - Deposits, expenses and incidental charges for water and Gas connections, STP and other utilities.
 - The stamp duty, registration charges for sale agreement and sale deed, legal and other incidental expenses in connection with the documentation, execution and registration. The Purchaser shall be solely responsible and liable for compliance of the provisions of Kerala Stamp Act, (17 of 1959) 1959 including any actions taken or deficiencies / penalties imposed by the competent authority.
 - Any other charges or levies as may be specifically referred to in the agreement.
5. The basic sale price of the apartment will depend on the rates prevalent at the time of acceptance of the application by the builder and super built up area of the apartment. Super built up area is defined as the built up area including balconies of the apartment plus a pro-rata share of the common areas/facilities of the building and the amenities provided. Super built up areas as determined by the builder shall be final and binding on the applicant. Split up of area details along with carpet area is given in the following chart.

AREA DETAILS OF APARTMENT						
Apt. Type	Carpet area inside Apartment	Balcony / Verandha Area	External wall thickness Area	Share of common area	Total Area SuperBuiltupArea	Total Area SuperBuiltupArea
	Sq.m	Sq.m	Sq.m	Sq.m	Sq.m	Sqft
FA	193.31	42.69	18.79	60.89	315.68	3398
FB	151.94	35.13	16.57	48.67	252.31	2716
FAI	165.84	42.69	17.93	54.12	280.58	3020

Open terrace area shall be addition wherever applicable

6. All payments shall be made by Bank Transfer/DD/Local Cheque in favour of NOEL VILLAS AND APARTMENTS payable at Ernakulum. For delayed payments interest will be charged. Rate of Interest payable shall be State Bank of India's Benchmark prime lending rate plus 2%.
7. The purchaser needs to deduct TDS at 1% of contract value at the time of payment of installments/ as and when notified by builder and furnish Form 16B within 15 days (C Section 194 A of Income Tax Act.).
8. On allotment of the Apartment, a sale agreement will be executed between the builder and the purchaser. The total value of the Apartment is shown in the agreement payment schedule. Registration of this agreement is mandatory and for which the physical presence of the purchaser is required. The sale deed of apartment will be registered in favour of the purchaser on receipt of the entire payments and before handing over.
9. The company reserves the right to cancel the allotment without assigning any reason, if the payments are delayed by the purchaser or breach of any clause in contract agreement. In such case the amount paid will be returned only after re-allotment to another party and after deducting booking amount and taxes paid to the authorities and will be without interest. The purchaser also have to execute and register a cancellation deed of Agreement before refund is affected. If purchaser has availed a housing loan, then loan account will be cleared first and only the balance amount will be refunded to purchaser.

(Cont.)

10. The Specifications given are a very near description of the Apartment to be built. The specifications could be changed at the sole discretion of the Builder for any reason, provided that an equivalent in form/nature/kind is used as the alternative. In case the purchaser requires any change in the Specification, he/she shall intimate the BUILDER the same before the date stipulated by the BUILDER. The BUILDER shall examine the requirements of the purchaser and inform the purchaser as to whether such change is possible. In case any additional cost is involved in doing the required change, it shall be intimated to the purchaser. The change shall be done at site only after the additional cost is approved by the purchaser. No deduction of cost is applicable for any change from the standard specification.
11. The BUILDER may not be liable for the variations in tone, grain, texture, colour, certain amount of unevenness and other aesthetic features, which are beyond their control, of natural materials like marble, granite, wood etc. and manufactured materials like vitrified tiles, sanitary ware etc.
12. If any additional work for the standard apartment has been requested by the Purchaser, then, the additional time to complete the same will be added to the time period of handing over the possession of the Apartment mentioned in the Agreement. However the undertaking of the extra works suggested by the client shall be purely at the discretion of the Promoter who has every right to accept or reject the same.
13. Number of car parks are provided on an estimated figure of customer's requirement, which may increase according to actual requirement at final stage of the project. In such cases parking layout and numbers may be modified in accordance with the requirement of car parking within the available spaces.
14. Non completion of common amenities / facilities at the time of handing over of the apartment shall not be a hindering or deterring factor for taking over of possession.
15. Delay in obtaining permanent electricity , water , sewerage and other service connections regulated by the Government and other statutory bodies shall not be a constraint for taking over possession of the apartment on receipt of notice from the builder, provided the builder makes alternate arrangements for such service connections , however the expenses shall be borne by the occupants.
16. For the purpose of integrating infrastructure for the benefit of the purchaser, common amenities and facilities of the project 'NOEL FEATHER' will be shared mutually with the adjacent project ' NOEL TOUCH' and the purchaser shall not have any right to object the same and this shall be applicable vice –versa. The upkeep and maintenance of both projects shall be managed by a common owners' association.
17. Owner's Association is formed after receipt of Occupancy Certificate and majority of the sale deed is executed. Membership in the above Association is compulsory, not optional and a corpus fund of Rs.----- will be payable to the owner's association by bank Transfer/DD/Local Cheque in favour of owner's association bank account
 - a. The Owner's Association will carry out all necessary routine and annual maintenance and repairs to the common areas and exterior wall of the building, common installations and fittings, payment of electrical and water charges for common facilities and services.
 - b. Association should take over the project once the Architect give a certificate that the entire project is completed along with major amenities.
 - c. Maintenance charges are payable by the Owners on a monthly basis. Maintenance deposit/charges are collected from all the Owners by the Builder and from this amount the maintenance shall be carried out till the Owner's Association takes over. Builder shall transfer the collected amount to the association after deducting the aforesaid expenses incurred for maintenance.
 - d. All the expense towards stamp duty, registration cost, valuation charges, legal fees and other incidental expenses related to Sale Deed executed for the Common Area and facilities in favour of owners shall be to the account of owners
 - e. All the expense towards formation of Owner's Association and its registration charge, change of ownership of utilities like KSEB, KWA, Gas, Fire and Rescue Department NOC, PCB consent and other statutory connections and its renewals if any shall be on the account of Owner's Association.
 - f. TheOwner's Association shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts/ agreements) and upkeep of all the fixtures, equipment and machinery amenities in good condition and covered with proper AMC provided by the Promoter.
 - g. The standard maintenance practice will be given to the purchaser at the time of handing over possession.
 - h. The defect liability period of five years provided by the BUILDER will be from the date of issue of occupancy certificate for the project. For goods sourced from manufacturers, the BUILDER's liability will be limited to the terms of the warranty provided by the manufacturer The Builder shall not be liable if the Purchaser/ Owner's Association contravenes warranty conditions or the Standard Operating Procedure or Instructions provided by the Manufacturer for the usage of Equipment and Products
18. If the purchaser desires to assign his rights to a third party before taking over possession he/she shall obtain prior permission of the builder in writing .A transfer fee equivalent to Rs. 200 per sq.ft (Rs. 2152.8 per sq.m) of super built up area will be applicable in such an event.
19. All measurements and specifications given in the brochure are subject to minor variations without any specific or general notice. All such variations shall be purely at the discretion of the Builder. The brochure is only for information and it does not constitute a legal offer.
20. All transactions are subject to Cochin jurisdiction only.

Place: Name : (1) Signature

Date: Name : (2) Signature