

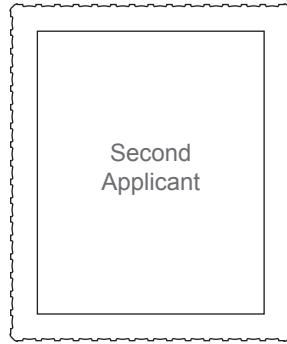
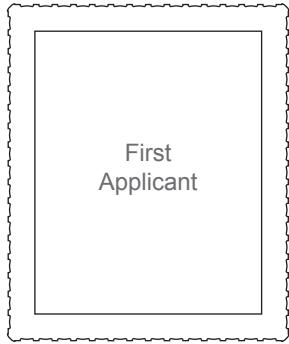


APPLICATION FORM

novell
premiere
independent floors

Sector 48, Vipul World, Gurgaon

Novell Constructions O-148, DLF Shopping Mall, 1st Floor, Arjun Marg, DLF-1, Gurgaon-122002 , Haryana



SUBJECT: Application for Provisional Booking of a Flat in Your Proposed Project

Dear Sir(s),

I/We the undersigned request you to book a floor build on _____ square Yards in my / our name in "Novell Premiere" (hereinafter referred to as "said flat") located at Vipul World, Sector-48, Gurgaon as per your terms and conditions, which are annexed herewith. I / We have read, understood and signed the annexed terms and conditions and hereby undertake to be bound by the same.

Upon acceptance of my / our application, I / We agree to sign and execute as and when desired by the Developer, the Buyer Agreement containing detailed terms and conditions of allotment and/or such other corresponding documents as prescribed on Developer standard formats.

I / We hereby remit a sum of Rs. _____
(Rupees _____ only)
by way of Demand Draft / Cheque No. _____ Dated _____
drawn on _____ issued in favour of M/s _____
payable at New Delhi / NCR towards booking of aforesaid flat.

I / We have perused the "Price List-cum-Payment Plan"
and agree to pay as per the _____ Payment Plan annexed hereto.



SOLE / FIRST APPLICANT



(COMPULSORY TO FILL ALL THE DETAILS ALONG WITH PASSPORT SIZE PHOTOGRAPH)

M/s/Mr./Ms. _____

S/W/D of. _____

Guardian's name (if minor) _____

Date of birth _____ Nationality _____ PAN _____

Ward/Circle/Range (where assessed) _____

OCCUPATION

Service

Profession

Business

Student

Housewife

Any other (please specify) _____

Residential Status: Resident/non Resident/foreign National Of Indian Origin/others (Please Specify)

Correspondence Address _____

Pin _____

Permanent Address _____

Pin _____ Phone No _____

Office Address _____

Pin _____ Phone No (office) _____

Residence _____

Phone _____ Fax _____ Email _____



SECOND APPLICANT



(COMPULSORY TO FILL ALL THE DETAILS ALONGWITH PASSPORT SIZE PHOTOGRAPH)

M/s/Mr./Ms. _____

S/W/D of. _____

Guardian's name (if minor) _____

Date of birth _____ Nationality _____ PAN _____

Ward/Circle/Range (where assessed) _____

OCCUPATION

Service

Profession

Business

Student

Housewife

Any other (please specify) _____

Residential Status: Resident/non Resident/foreign National Of Indian Origin/others (Please Specify)

Correspondence Address _____

Pin _____

Permanent Address _____

Pin _____ Phone No _____

Office Address _____

Pin _____ Phone No (office) _____

Residence _____

Phone _____ Fax _____ Email _____



UNIT / FLOOR DETAILS



Unit /Floor _____ Plot No _____ Type _____

PAYMENT PLAN

Down Payment Plan Construction Linked Plan

Mode of Booking: Direct Broker

I / We, understand that basic sale price of aforesaid flat shall be Rs _____

(Rupees _____ only)

I/We enclose herewith, self attested copies of following documents for your records and reference:

- (i) Ration cards / Voter's Identity Cards
- (ii) PAN cards
- (iii) Specimen signatures duly verified by bankers(in original)
(ADDITIONAL DOCUMENTS IN CASES OF ARTIFICIAL PERSONS LIKE COMPANIES, SOCIETIES ETC.)
- (iv) Memorandum and articles of association
Resolution in favour of signatory passed by Board/Governing body(in original)
(ADDITIONAL DOCUMENTS IN CASES OF PARTNERSHIP FIRMS)
- (vi) Partnership deed
- (vii) Letter of authority signed by all partners in favour of signatory
(ADDITIONAL DOCUMENTS IN CASES OF FOREIGN NATIONALS & NRIS)
- (viii) Passport and document regarding payment through NRE/NRO/FCNR account.

I/We, the above Applicant(s) declare that the particulars given hereinabove are true and correct to my/our knowledge and nothing material has been concealed therefrom.

[Signature of First / Sole Applicant] [Signature of Second Applicant, if any]

Date: _____

Place _____



Note: All Cheques/Drafts to be made in favour of "Novell Constructions" payable at New Delhi / NCR only.
All amounts received from the Applicant(s) other than Resident Indian shall be from NRE / Foreign Currency Account only.

Direct with the Company

Particulars of Dealer/Broker/facilitator/intermediary (if any)

- (i) Name _____
- (ii) Address _____
- (iii) Phone No._____

Signature with rubber seal

Name of Signatory_____

Designation_____

FOR OFFICE USE ONLY

Application received on _____ by _____

Cheque/draft for booking amount cleared on _____



TERMS AND CONDITIONS



1. Applicant has checked, verified and appraised himself with all applicable laws, rules, regulations, notifications, circulars, zoning plan and policies of Government regarding construction and development of said Project and sale of flats therein. Applicant has also checked, verified and satisfied himself regarding authorities and ownership/entitlements of Developer to construct and develop the said Project. The applicant has verified all approved plans and is fully satisfied by them.
2. Basic price and other charges payable by the Applicant for the said flat are given in the Payment Plan annexed herewith. Applicant shall also be liable to pay all Statutory Charges/Levies/Taxes including the escalations in External Development Charges and Infrastructure Development Charges which the Government or any other local body or authority may impose/levy, on the said Project or on said flat. In case of any further increase and/or fresh tax, goods and service, service taxes, charge, cess, duty, levy etc. imposed by the Government or other Statutory Authorities or the colonizer (Vipul Group) the same shall be payable by the Applicant on pro-rata basis. Club membership offered is optional and chargeable extra as applicable (as charged by the service provider i.e. the Vipul group) on the date of signing-up.
3. There shall be no escalation on the Basic Sale Price as stipulated in this application for the Applicant. However, any escalations/additions to statutory charges/levies/taxes, etc. as mentioned in clause 2 above which the Government or any other local body or Authority or the colonizer may impose/levy on said Project or said flat shall be borne by the Applicant.
4. Basic specification of said flat are attached herewith. However, the developer shall have the right to effect suitable alteration in the specifications, layout plan, if and when found necessary. Such alterations may include change in the specifications, Area, Layout Plan, floor, increase/decrease in the area of the said unit. Such modifications which the Developer and/or its architects agree shall be final and the applicant shall have no objection to the same. However, in the event of any increase in the specifications or built-up area of the unit/floor or common areas as a result of such modifications the basic price of the floor shall be proportionately increased as decided by the developer whose decision shall be final.
5. It is expressly clarified herein that the developer will develop a stilt floor, ground floor (floor above the stilt), first floor, second floor, terrace floor and mezzanine as part of the development. The developer may choose to build a basement below the stilt floor at his option.
6. The applicant(s) hereby agree that amount equivalent to 30% (Thirty Percent) of total basic sale price shall be deemed / considered as "earnest money" for booking of the said flat. This earnest money alongwith the interest on delayed payments, interest on instalments (paid or payable) and brokerage paid, if any, etc. in case of non fulfillment of terms and conditions herein contained and those of the Apartment Buyers' Agreement and also in the event of failure by the applicant(s) to sign and return to the Developer the Apartment Buyer's Agreement within 30 days from the date of its dispatch by the Company shall stand forfeited.
7. Timely payment by Applicant of instalments of said flat and other charges, as per payment plan opted by Applicant is essence of this deal. If any instalment is delayed/not paid as per the Payment Plan, the Developer will charge interest @ 24% p.a on the delayed payment for the period of delay. In case Applicant fails to pay any of the instalment within 30 (thirty) days of demand thereof by Developer, Developer shall be entitled to unilaterally cancel the accompanying application/allotment of the said flat. In this situation, Developer shall be entitled to deduct the amount deposited upto 30% of the total Basic Sale Price and interest on delayed instalments and any brokerage paid on the said flat, constituting the earnest money and shall refund the remaining amount (if paid by Applicant) without any interest, however under optional and genuine circumstances the Developer may, at its sole discretion, condone the delay in payment by charging interest @ 24% p.a and restore the allotment in case it has not been allotted to someone else. If the said flat has been allotted to someone, an alternative flat, if available, may be offered in lieu of the same at the sole discretion of the developer.
8. Applicant shall make all payments towards the consideration/price of said flat by way of cheques/drafts/pay orders issued in favour of "Novell Constructions" (payable at New Delhi/NCR). All cheques/drafts/pay orders shall be accepted by Developer subject to their realization.



9. Developer shall offer possession of said flat to applicant within a period of 18 months, with a grace period of 3 months, from the date of accompanying application. The Developer shall be entitled to reasonable extension in delivery, to the Applicant, of the possession of the said flat in the event of any default or negligence attributable to the Applicant's fulfillment of terms and conditions of allotment. Developer's responsibilities to offer possession of said flat within above time frame shall be subject to Force Majeure conditions and causes beyond the control of Developer (like flood, earthquake, terrorist" acts, sabotage, war, riots, shortages, strikes, delays in receiving necessary sanctions from Government Authorities, completion Certificate etc.)
10. Subject to conditions laid down in clause 8 above, in case Developer fails to make the offer for possession of said flat within the stipulated period, Developer shall pay liquidated damages of Rs.5,000/- per month of said flat to Applicant for the period of delay.
11. Subject to compliance of all terms and conditions, if for any reason, the Developer is not in a position to make the offer for possession of the flat allotted to the Applicant, the developer shall be responsible only to consider allotment of an alternative flat in the Project or refund of the said amount deposited alongwith simple interest of 9% p.a. However, the Developer shall not be liable for any other damages/ compensation on this account.
12. With effect from the expiry of thirty days from the date of offer of possession from Developer, in case the Applicant fails to take possession of the flat then he (applicant) shall be liable to pay Rs. 15,000/- per month for the period of such delay.
13. Said flat shall be used only for "residential" purposes in accordance with law, policies of Government and guidelines issued by Developer.
14. In case of abandonment of project or if Developer is unable to deliver possession of said flat to Applicant, Developer's liability shall be limited to refund of monies paid by the Applicant for said flat alongwith simple interest thereon calculated @ 9% per annum and Developer shall not be liable for any other compensation/damages.
15. Subject to what has been stated in other terms and conditions, Applicant shall not be entitled to seek cancellation of his booking of said flat under any circumstance whatsoever. However, Developer may in its sole discretion / prerogative accept Applicant's request (if any) [which request must be accompanied by no objection certificate of broker] to cancel the booking of said flat, but in such a situation, Developer shall be entitled to deduct the earnest money alongwith the interest on delayed payments, interest on instalments (paid or payable) and shall also be entitled to deduct all discounts, commissions paid to brokers and other expenses incurred by Developer on this deal from amount refundable to Applicant. Applicant shall not be entitled to claim any interest from Developer.
16. Foreign Applicant and Applicant having NRI status shall himself be exclusively responsible to comply with necessary formalities and guidelines as laid down in Foreign Exchange Management Act, 1999, reserve Bank of India Act and/or any other law governing this transaction deal including remittance of payments in India and acquisition of immovable properties in India and provide the Developer with such permissions, approvals which would enable the Developer to fulfil its obligations under this application. Any refund, transfer of security, if provided in terms of the application/Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Applicant understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, the Applicant shall be liable for any action under the prevailing laws as amended from time to time. The Developer accepts no responsibility and the Applicant shall keep the Developer indemnified and harmless in this regard. In case of change in the residential status of the Applicant subsequent to signing of this application, it shall be the sole responsibility of the Applicant to intimate the same in writing to the Developer immediately and comply with necessary formalities, if any, under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of the Applicant and such third party shall not have any right in the application/allotment of the said flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Applicant only. In case it is ever found that any provision of any applicable law is not complied with, this application shall be liable to be cancelled. In such a situation, Developer shall be entitled to deduct earnest money and shall refund, without any interest, the remaining amount (if any) paid by the Applicant to the Developer for said flat after deducting broker's commissions/discounts. All other financial and penal consequences (if any) shall be borne by Applicant himself.



17. That total price mentioned in this application is inclusive of cost of providing electric wires and switches in each apartment and common areas but does not include the cost of electric fittings, fixtures, geysers, electric and water meter etc. which shall be got installed by the applicant for which the applicant(s) shall pay separate costs to the Developer. If due to any subsequent legislation / Government order or directives or guidelines or if deemed necessary by the Developer, additional fire safety measures or any other such facilities are undertaken, then the applicant(s) agrees to pay the additional expenditure incurred thereon on a pro rata basis alongwith other allottees as determined by the Developer in its absolute discretion.
18. The applicant(s) understands that the parking space in the stilt floor of the building shall be shared by all owners of floors of the building equally as per mutual agreement by and between them. However, it is understood that the said parking spaces cannot be sold by the Applicant.
19. The specifications for the unit are shown in the specification list-Annexure-2. Any additional / better specifications for individual unit requested for by the Applicant(s) or due to popular demand or for reasons of overall betterment of the complex / individual unit, may be considered and provided, if feasible, which will be charged extra as demanded by the Developer at its discretion.
20. The maintenance of the residential unit including all walls and partitions, sewers, drains, pipes, lift, pump, common fittings, common areas and terrace areas shall be the exclusive responsibility of the Applicant(s) along with other occupants of the building from the date of the possession. Further, the Applicant(s) shall pay the usual maintenance charges to the Colonizer (Vipul Group).
21. The Applicant(s) after taking possession of the flat, shall have no claim against the Developer in respect of any item of work in the unit, which may be said not to have been carried out or for non compliance of any designs, specifications, building material or any other reason whatsoever.
22. All charges, expenses, stamp duty, registration fee etc. towards sale deed, including documentation shall be borne by the Applicant(s). If the Developer incurs any expenditure towards registration of the flat, the same will be reimbursed by the Applicant(s) to the Developer.
23. All charges payable to various Departments for obtaining service connections to the Apartment like electricity, water, telephone etc. including security deposits for sanction and release of such connections as well as informal charges pertaining thereto will be payable by the Applicant(s).
24. The owner of basement shall have the absolute right to enjoy the same. The occupants / owners of ground floor, first floor and second floor shall have no objection if the owner of basement intends to give the basement on rent to third person for any use whatsoever.
25. The owners of ground floor, first floor , second floor and basement shall be provided a joint common electricity meter / connection for all common amenities and areas of the building apart from a separate individual meter for each of the ground, first and second floor. There shall be two separate sub meters to this common meter. One exclusively for the basement and the other for all common amenities and facilities of the entire building. It is expressly agreed by the applicant that the basement owner shall pay his proportionate share of the main common meter as per the proportionate share of his exclusive sub meter and also 10% of the proportionate share of the common sub meter. The other 90% proportionate share of the common sub meter shall be borne and paid by the owners of the other three floors equally. It is hereby agreed by the applicant(s) that the above arrangement and payment by the basement owner/occupant shall become due only on commencement of actual fulltime usage of the basement. Mere storage of material shall not be deemed fulltime use. Until such time the total charges of the common electricity meter shall be borne equally by the owners of the ground, first and second floors with no liability of payment on the owner of the basement. This arrangement shall hold good upto the time no separate meter is available for the basement from the electricity department/distribution company. Once a separate meter is made available for the basement then at his/her own option the owner of the basement may terminate the above arrangement/agreement and obtain, install and use a new exclusive meter connection for himself/herself to which the applicant(s) shall have no objection. In this case the owner of the basement shall pay (payment to commence on actual fulltime usage only - mere storage of material shall not be deemed fulltime use) 10% of the common meter bill, the balance 90% being shared equally by the other three floors. The owner of the basement shall be liable to pay this abovementioned 10% only upon actual fulltime usage of the basement. Mere storage of material shall not be deemed fulltime use. Uptill such time the owner of the other three floors shall pay the common electricity meter charges equally with no liability on the owner/occupant of the basement.



26. There shall be a common self start genset provided for all floors placed at the stilt floor. There shall be five separate meters to this genset. One each for the ground, first, second and basement floor and one common sub meter. Each floor owner shall pay their proportionate share of the genset running charges (fuel etc) as per their respective meters. As regards the common meter it is agreed by the applicant(s) that the owner of the basement shall pay only 10% of the proportionate share of the common meter and the balance 90% proportionate share shall be paid by the other three floors equally. The owner/occupant of the basement shall however be liable to pay for the above common meter charges (for power back-up) only once he/she commences actual fulltime use of the same. Mere storage of material shall not be deemed fulltime use. Uptill such time the owner of the other three floors shall pay the proportionate common genset meter charges equally with no liability on the owner/occupant of the basement.
27. There shall be three water connections for the whole building, one for each ground, first and second floor. The owner of basement shall have the right to share the water connection of the ground floor until such time that a separate connection is made available to him. While using the water connection of the ground floor the basement owner shall be liable to pay only 10% of the water charges of the ground floor connection which shall be due only upon commencement of actual fulltime usage of the basement, mere storage of material shall not be deemed actual full time storage. The owners of the other floors shall pay their respective water connection charges. Once a separate water connection is available for the basement, the basement owner may choose whether to continue with the existing arrangement or get a new water connection, his decision shall be binding on the ground floor owner. It is expressly agreed by the applicant(s) that uptill the time the actual fulltime usage of the basement commences the water charges for their respective connections shall be the sole liability of the ground, first and second floor with no liability of payment on the basement floor owner/occupant.
28. The builder Vipul Limited or its duly appointed nominee –company shall provide the maintenance to the colony. The maintenance charges shall be charged by the maintenance agency for each floor separately and it shall be the liability of each floor owner to pay these charges.
29. After taking physical possession of the unit, the allottee shall have no claim against the Company in respect of any item or work in the said unit which may be alleged not to have been carried out or completed or for any design, specifications, building materials used or for any other reason whatsoever.
30. Developer shall send all letters/notices and communications to the sole/first Applicant at his address given in the application form through registered/speed post or through courier or e-mail. It shall be the responsibility of the Applicant to inform the Developer by Registered AD letter about any subsequent change in address, failing which all demand notice and letters posted at the address provided in the application form shall be deemed to have been received by the Applicant at the time when those should ordinarily reach such address. All such letters/notices and communications so sent to the sole/first Applicant shall be deemed to have been duly received by all Applicants within 72 (seventy two) hours after dispatch. It is clarified that Developer shall not be liable to send separate communication, letters and notices to the second Applicant or to Applicant other than the first Applicant.
31. No one on behalf of Developer is authorised to make any concession in any of the terms and conditions contained herein. Developer shall not be bound by any oral or written commitments made by any person or broker.
32. Subject to terms and conditions stated herein, Applicant will never interfere in activities of Developer or in construction/Development of said Project in any manner, whatsoever.
33. Applicant shall not be entitled to transfer/assign his claims/interests in said flat or in accompanying application without prior written approval of Developer. Developer may in its sole discretion, permit such transfer/assignment on such terms and conditions as it may deem fit and proper.



34. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).
35. This deal/transaction shall be valid even in the event of registration of independent floors being banned/stopped by the sub-registrar Gurgaon. In this case the applicant shall continue to abide by all terms and conditions of this application form and the flat/floor buyer agreement. In this case the document to title shall be the flat/floor buyer agreement and receipts issued by the developer for the said floor.
36. In case of any dispute between the parties hereto (including their successors) concerning accompanying application or matters arising therefrom, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated by Developer. Venue of arbitration and procedure to be followed shall be decided by the arbitrator as and when need arises. Arbitration shall be conducted in accordance with Arbitration and Conciliation Act, 1996.
37. For all legal matters between the Developer and Applicant only the Courts/Tribunals at Gurgaon shall have the exclusive jurisdiction.

Date: _____

Place: _____

Signature of Sole/First Applicant

Date: _____

Place: _____

Signature of Second Applicant

NOVELL GROUP OF COMPANIES

Corporate Office : O-148, DLF Shopping Mall, First Floor, Arjun Marg, DLF Phase-1, Gurgaon-122002, Haryana

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