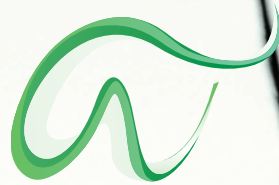
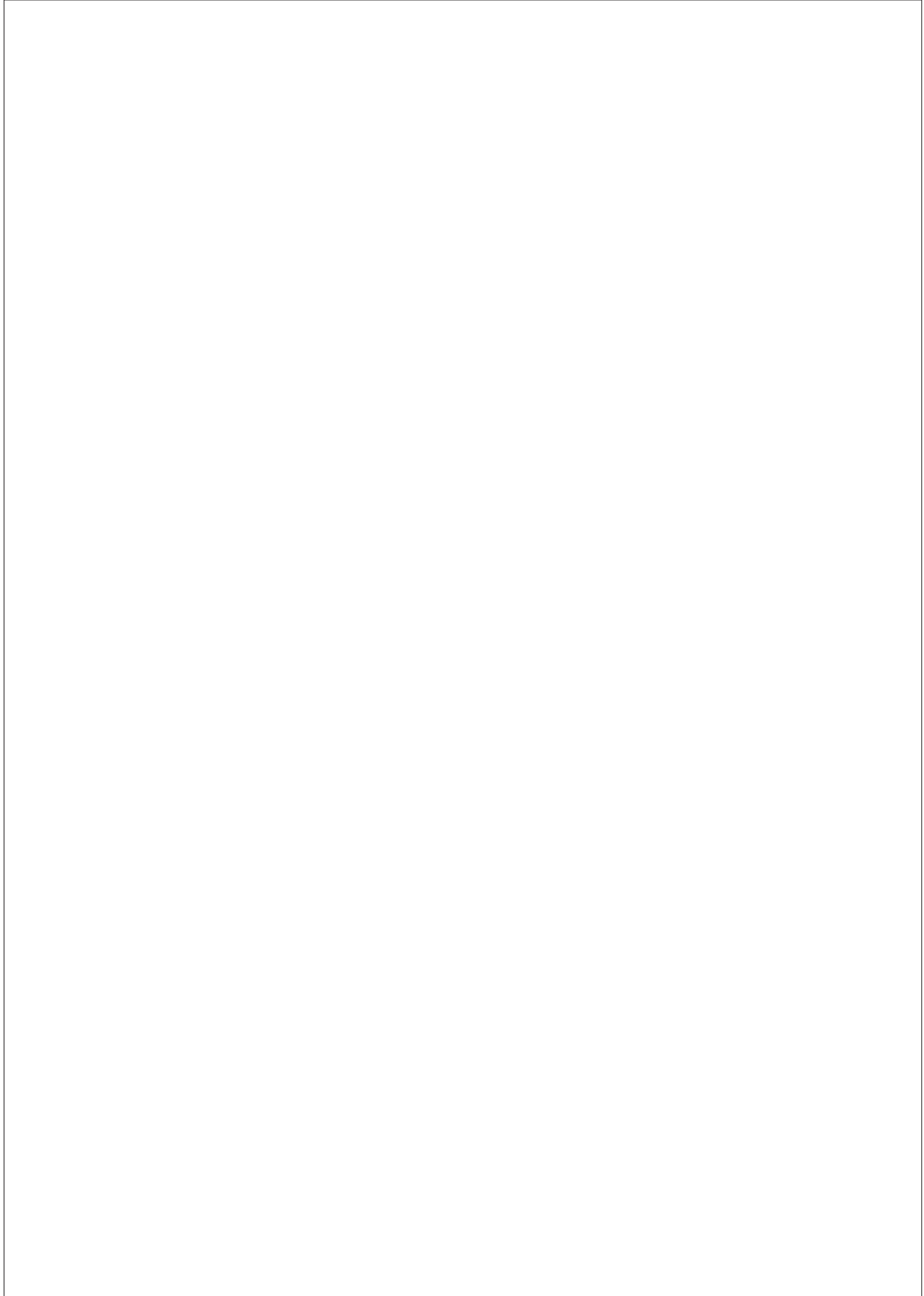


APPLICATION FORM



windchants

SECTOR 112, GURGAON



Application Form No.: [REDACTED]

Experion Developers Private Limited

03-04, Ground Floor, Tower A,
Unitech Business Park, Sector-41,
South City-1, Gurgaon-122001, Haryana

Dear Sir/s,

This Application Form is an expression of interest by the Applicant(s) for allotment of a residential apartment in the Group Housing Scheme on land measuring 23.431 acres ("**Project Land**"), namely "WINDCHANTS", being developed in Sector - 112, Gurgaon, Haryana ("**Project**") by M/s **Experion Developers Private Limited**, having its registered office at F-9, First Floor, Manish Plaza-1, Plot No 7, MLU, Sector 10, Dwarka, New Delhi - 110 075 ("**Company**").

I/We (the Applicant(s)) have fully satisfied myself/ourselves about the interest and entitlement of the Company in the Project Land. The Project encompasses varied residential developments including multi storied high rise buildings with simplex residential apartments and penthouses; multi storied mid rise buildings with duplex apartments; villa and town house units of various sizes; and community facilities such as community centre, convenient shopping facility, nursery school and apartments for economically weaker sections of the society.

I/We have fully gathered from the Company and understood detailed information about the Project including the approvals in relation thereto and after completely satisfying myself/ourselves about all aspects of the Project and after a careful consideration of all facts, terms and conditions, I/we have signed and submitted this Application Form. In the event of the Company accepting my/our Application Form to provisionally allot the Apartment, I/we agree to pay the Total Sale Price as provided in **Schedule-III** and other deposits, charges, rates, VAT, service tax, other applicable taxes, cesses, levies etc. as stipulated in this Application Form and all other charges, taxes, fees etc. as may be intimated by the Company from time to time. All such payments shall be made by me/us in the manner set out in agreed payment plan and as may also be set out in the Apartment Buyer Agreement which shall be executed between me/us and the Company in the format to be provided by the Company.

My/our details and particulars are provided in **Schedule-I** hereto. I/we wish to register my/our expression of interest for the provisional allotment of an "**Apartment**" in the Project as specified in **Schedule-II**. I/We have annexed the documents stated in **Schedule-IV** to this Application Form. I/We understand and acknowledge that applications which are incomplete or deficient in any respect and/or relevant documentary evidence will be liable to be rejected. I/We have carefully read and understood the provisional terms and conditions as provided in **Schedule-V**.

I/We further understand that the expression "Allotment" wherever used herein shall always mean provisional allotment and will remain so, till the time a formal Sale Deed is executed in favour of the intending Allottee(s).

I/We, the Applicants(s), do hereby declare that my/our Application Form is irrevocable and that the particulars/information provided by me/us is/are true and correct and nothing has been concealed therefrom.

I/We hereby accept and agree to abide by the terms and conditions of this Application Form and comply with the provisions of the Haryana Apartment Ownership Act, 1983 and the rules made thereunder, as amended from time to time; and the Punjab Scheduled Roads and Controlled Areas Restriction of Unregulated Development Act, 1973 and rules made thereunder, and all other laws applicable to the Project, as amended from time to time.

I/We hereby enclose a Cheque/Demand Draft No. [REDACTED] dated [REDACTED] drawn on [REDACTED] Bank, Branch [REDACTED] for an amount of ₹ [REDACTED] /- (Rupees [REDACTED] only) as and by way of necessary Booking Amount.

Yours faithfully,

Signature of Co-Applicants

[REDACTED]

Signature of Sole/First Applicant

[REDACTED]

(The Applicant(s) shall sign all the pages of this Application Form in token of his/her/their acceptance of the same.)

SCHEDULE-I

INFORMATION ABOUT THE APPLICANT

1. SOLE/FIRST APPLICANT

Name Mr./Mrs./Ms.

Father's/Husband's/Karta's Name

Marital Status

If married, name of the spouse

No. of Children

Anniversary Date

Date of Birth

Profession

Designation

Company Name/Firm Name

Company/Firm Registration No.

Please affix
your passport
size
photograph

Residential Status:

Resident Non Resident Foreign National Person of Indian Origin

Applicant Type:

Individual HUF Firm Company Trust

Income Tax Permanent Account No.

In case of NRI, Passport No.

(copy enclosed) valid upto

In case of PIO, PIO Card No.

(copy enclosed) valid upto

Bank Details in case of NRI/PIO:

Name & Address of Bank

Bank Account No. & Type

Professional:

Details Government Service Private Service Self Employed Professional Others (tick one)

Present Office Address

Telephone

Email

Present Residential Address

Telephone

Email

Address for Correspondence

Telephone

Email

Mobile No.

No. of Years in the present address/city

Name and address of POA Holder (if any)

Signature of Co-Applicants

Signature of Sole/First Applicant

2. SECOND CO-APPLICANT

Name Mr./Mrs./Ms.

Father's/Husband's/Karta's Name

Marital Status

If married, name of the spouse

No. of Children

Anniversary Date

Date of Birth

Profession

Designation

Company Name/Firm Name

Company/Firm Registration No.

Please affix
your passport
size
photograph

Residential Status:

Resident Non Resident Foreign National Person of Indian Origin

Applicant Type:

Individual HUF Firm Company Trust

Income Tax Permanent Account No.

In case of NRI, Passport No.

(copy enclosed) valid upto

In case of PIO, PIO Card No.

(copy enclosed) valid upto

Bank Details in case of NRI/PIO:

Name & Address of Bank

Bank Account No. & Type

Professional:

Details Government Service Private Service Self Employed Professional Others (tick one)

Present Office Address

Telephone

Email

Present Residential Address

Telephone

Email

Address for Correspondence

Telephone

Email

Mobile No.

No. of Years in the present address/city

Name and address of POA Holder (if any)

Signature of Co-Applicants

Signature of Sole/First Applicant

3. THIRD CO-APPLICANT

Name Mr./Mrs./Ms.

Father's/Husband's/Karta's Name

Marital Status

If married, name of the spouse

No. of Children

Anniversary Date

Date of Birth

Profession

Designation

Company Name/Firm Name

Company/Firm Registration No.

Please affix
your passport
size
photograph

Residential Status:

Resident Non Resident Foreign National Person of Indian Origin

Applicant Type:

Individual HUF Firm Company Trust

Income Tax Permanent Account No.

In case of NRI, Passport No.

(copy enclosed) valid upto

In case of PIO, PIO Card No.

(copy enclosed) valid upto

Bank Details in case of NRI/PIO:

Name & Address of Bank

Bank Account No. & Type

Professional:

Details Government Service Private Service Self Employed Professional Others (tick one)

Present Office Address

Telephone

Email

Present Residential Address

Telephone

Email

Address for Correspondence

Telephone

Email

Mobile No.

No. of Years in the present address/city

Name and address of POA Holder (if any)

(For additional co-applicant(s) use separate sheet)

Signature of Co-Applicants

Signature of Sole/First Applicant

In case of Joint Applicant(s), all correspondence/communication shall be sent to the First Applicant, whose name appears first and at the address given by him for correspondence, which shall for the purposes be considered as served on all the Applicants and no separate communication shall be necessary to the other named Applicant(s).

In case there is any change in information provided, the Applicant must immediately notify the Company.

ADDITIONAL INFORMATION FOR Non-Resident Indian [NRI], Foreign National of Indian Origin [FNIO], Foreign Citizen of Non-Indian Origin, Person of Indian Origin [PIO], Overseas Citizen of India [OCI]

Name of the Bank	Account No.	Name of Bank

For the purpose of remitting funds from abroad by the intending Applicant/Allottee, the following particulars of beneficiary have to be provided:-

Beneficiary Details (Name & Account No.)	Bank Details (Name, Branch, Address & Swift Code)

SCHEDULE-II DETAILS OF THE APARTMENT

Category of Apartment Whispering Willows Whistling Palms Wandering Buds Waving Teak

(Applicant(s) to mark the desired option and cross (X) the remaining)

Unit Type	Unit No.	Tower No.	Floor	Sale Area	
				In sq. ft.	In sq. mt.

“**Sale Area**” is the area of the Apartment and the proportionate undivided share of relevant areas for the common use, enjoyment and access of the occupants of all the Apartments at the Project level which is necessary for the functional operation of all the Apartments and its occupants and as may also be provided for in the Declaration.

Signature of Co-Applicants

Signature of Sole/First Applicant

SCHEDULE-III

COST DETAILS AND PAYMENT PLAN IN RESPECT OF THE APARTMENT

Particulars	Unit Price (in Rupees)	Total Price (in Rupees)
Net Basic Sale Price ("BSP") (in sq.ft.)		
	(in sq.mt.)	
Preferential Location Charges ("PLC") (in sq.ft.)		
	(in sq.mt.)	
External Development Charges ("EDC") (in sq.ft.)		
	(in sq.mt.)	
Infrastructure Development Charges ("IDC") (in sq.ft.)		
	(in sq.mt.)	
Car Parking Charges [CPC] (Open/Covered) (Nos.....)		
Additional Car Parking Charges [ACPC] (Open/Covered) (Nos.....)		
Community Building Furnishing Charges [CBFC]		
Community Building Security Deposit [CBSD]		
Interest Free Maintenance Security Deposit (in sq.ft.) [IFMSD]		
	(in sq.mt.)	
Any Other Charges (if any) (in sq.ft.)		
	(in sq.mt.)	
Any Other Charges (if any) (in sq.ft.)		
	(in sq.mt.)	
Total Sale Price		
Rupees in Words		

Note: Taxes, cess, levies, duties, VAT, service tax, any new fees, charges and levies to be charged or imposed by the Competent Authorities in future and as may be applicable towards the purchase of the Apartment and even after purchase of the Apartment shall be payable by the Applicant and are not included in the BSP and charges mentioned above.

BOOKING AMOUNT/APPLICATION MONEY: ₹ /-

(Rupees only)

FINANCE FROM BANK/FINANCIAL INSTITUTION: Yes No

If yes, Preferred Financial Institution

DETAILS OF PAYMENT PLANS OPTED: Down Payment Plan Construction Linked Payment Plan

CHANNEL PARTNER DETAILS

Name, Address & Contact Details

Rubber Stamp

Signature

Signature of Co-Applicants

Signature of Sole/First Applicant

SCHEDULE-IV

DOCUMENTS REQUIRED TO BE ANNEXED BY THE APPLICANT TO THIS APPLICATION FORM

Each applicant to provide the following along with completed Application Form with signature of the Applicant(s) on every page;

- (i) Booking Amount cheque/demand draft in favour of 'EDPL A/C Windchants' payable at Gurgaon

In case the applicant(s) is/are individual(s)/HUF

- (ii) Valid and subsisting proof of identity and address (Election Card/Driving License/Passport)
- (iii) For persons having residential status other than 'resident' annex a valid documentary proof of their residential status. Foreign Nationals and Persons of Indian Origin to annex a certified/notarised copy of their foreign nationality passport and PIO card, respectively.
- (iv) Copy of the PAN card of the applicant
- (v) List of Members (in case of HUF)

In case the applicant is a Company

- (vi) Certified copy of the Certificate of Incorporation
- (vii) Certified copy of the Board resolution authorizing the representative to sign this Application Form
- (viii) Copy of the Memorandum of Association and the Articles of Association of the applicant company
- (ix) Copy of the PAN card of the applicant

In case the applicant is a Partnership Firm

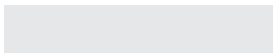
- (x) Certified copy of the certificate of incorporation by the registrar of firms
- (xi) Authorisation Letter/Power of Attorney along with the Partnership Deed
- (xii) Valid proof of identify and address of each partner (Election Card/Driving License/Passport)

In case the applicant is a Trust

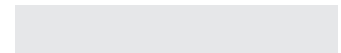
- (xiii) Certified copy of the Trust Formation/Trust Deed
- (xiv) Valid and subsisting proof of identity and address (Election Card/Driving License/Passport) of the Trustee
- (xv) Copy of the PAN card of the Applicant/Trustee

In addition, the Company can request and the Applicant in that case must provide, any information or document, required as per the Applicable Laws or to substantiate the information provided in the Application Form.

Signature of Co-Applicants



Signature of Sole/First Applicant

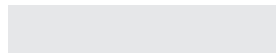


SCHEDULE-V

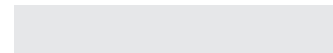
TERMS AND CONDITIONS

- (i) The Applicant is aware that the Project is approved vide License no. 21 of 2008 and 28 of 2012 by Director General of Town and Country Planning, Haryana and relevant building plan approved vide memo no ZP-595/JD(BS)/9781 dated 7 June, 2012 by Chief Town Planner, Haryana – cum – Chairman Building Plan Approval Committee and the Company is vested with the rights to develop, sell and manage the Project on the Project Land in terms of the arrangement with land owning subsidiaries of the Company.
- (ii) In any event this Application Form is only an expression of interest of the Applicant(s) for the allotment of the Apartment and neither constitutes any binding contract or agreement to sell in the favour of the Applicant(s) nor the receipt of any amounts payable with this Application Form amounts to any acceptance of the Application Form of the Applicant(s) and consequent allotment of the Apartment in favour of the Applicant(s). The Application Form does not create any right or interest, of any nature of the Applicant(s) in the said Apartment. The provisional allotment will be done by the Company in its absolute discretion. The provisional allotment by the Company will be based on this Application Form and subject to the complete and absolute compliance and performance of all terms, conditions and obligation as per the terms and conditions provided herein and in the Apartment Buyer Agreement to be executed in the format to be provided by the Company. In the event of non-acceptance of this Application Form by the Company, the Booking Amount as per Schedule-III paid along with this Application Form will be refunded without any liability towards costs/damage/interest etc.; however, the Booking Amount is not refundable in case of provisional allotment. **“Apartment”** under the Project shall mean the same as defined in Section 3 (a) of the Haryana Apartment Ownership Act, 1983 in the Project of the nature and specifications which the Applicant(s) has requested for allotment under this Application Form, and which is specified in Schedule-II. **“Apartment Buyer Agreement”** is the agreement to be executed between the Applicant(s) and the Company after confirming the provisional allotment of the Apartment and providing the detailed terms and conditions of such allotment.
- (iii) In the event the Company accepts to provisionally allot the Apartment to the Applicant(s), the Company may inform such intention to the Applicant(s) and require the Applicant(s) - (i) to pay the amounts payable at that stage as per agreed payment plan along with all taxes, levies, duties, cesses, VAT and service tax as may be applicable, and (ii) to execute the Apartment Buyer Agreement in respect of the provisionally allotted Apartment within the time prescribed. If the Applicant(s) fails to deposit the amounts payable and/or to sign and execute the said Apartment Buyer Agreement for provisionally allotted Apartment, within the time period prescribed, then the Company shall be entitled; at its sole discretion; to cancel the provisional allotment of the Apartment and forfeit the entire Booking Amount.
- (iv) It is clarified that no Apartment allottee/owner shall at any time have the ownership rights over the Project Lands and the same shall form part of the 'Common Areas and Facilities' as defined under the Haryana Apartment Ownership Act, 1983. The general common areas and facilities and limited common areas and facilities and the undivided interest of each Apartment owner therein as specified by the Company in the deed of declaration which may be filed by the Company with the Competent Authority in compliance with the Haryana Apartment Ownership Act, 1983 (**“Declaration”**), shall be conclusive and binding upon the allottees/owners of all apartments in the Project and the Applicant(s) confirms that his right, title and interest in the Apartment in the Project shall be limited to and governed by what is specified by the Company in the said Declaration. The Applicant(s) shall not be vested with any exclusive right, title or interest in any common areas and facilities and limited common areas and facilities, if any, in the Project. The Applicant(s) shall use the same by sharing with other occupants/allottee(s) of the said Project subject always to the terms and conditions which shall be more specifically described by the Company in the Declaration, bye-laws of the Association, Maintenance Agreement and the provisions of the Haryana Apartment Ownership Act, 1983. **“Association”** refers to the association of Apartment owners formulated/to be formulated under the provision of the Haryana Apartment Ownership Act, 1983. **“Competent Authority”** refers to any Central or State judicial, quasi-judicial or government or semi-government authority, body, department, agency or instrumentality (whether statutory or otherwise) having authority or jurisdiction over the Project, the Apartment and/or the Project lands.
- (v) The Applicant(s) shall be given possession of the said Apartment only after 21 days from the full payment of the Total Sale Price of the Apartment along with other charges, deposits and taxes, etc. against the said Apartment has been made and all the dues of the Applicant(s) have been cleared. Furthermore, the Applicant(s) shall resolve any complaint with regard to the construction or quality of workmanship, prior to taking possession of the Apartment after which all claims would be deemed to be waived/settled by the Applicant(s).
- (vi) Subject to other terms of this Application Form and Apartment Buyer Agreement including but not limited to timely payment of the Total Sale Price, stamp duty and other charges by the Applicant(s), Force Majeure and also subject to the Applicant(s) having complied with all formalities or documentation as prescribed by the Company, the Company shall endeavor to hand over the possession of the said Apartment to the Applicant(s) within a period of 42 (forty two) months from the date of approval of the 'building plans' or obtainment of the approval from Ministry of Environment and Forests, Government of India or signing of the Apartment Buyer Agreement, whichever is later (**“Commitment Period”**). The Applicant(s) further agrees and understands that the Company shall additionally be entitled to a period of 180 (one hundred and eighty) days (**“Grace Period”**), after the expiry of the said Commitment Period. Any delay by the Applicant(s) in taking the possession of the Apartment from the notified date would attract holding charges at the rate of ₹ 7.50/- (Rupees Seven and Fifty Paise only) per sq. ft. of the Sale Area for every month of delay thereafter until the actual handing over of possession to the Applicant(s). If the Company fails to offer possession of the said Apartment to the Applicant(s) by the end of the Grace Period, it shall be liable to pay to the Applicant(s) compensation calculated at the rate of ₹ 7.50/- (Rupees Seven and Fifty Paise only) per sq. ft. of the

Signature of Co-Applicants



Signature of Sole/First Applicant



Sale Area (“**Delay Compensation**”) for every month of delay thereafter until the actual handing over of possession of the said Apartment to the Applicant(s). The Applicant(s) shall be entitled to payment/adjustment against such 'Delay Compensation' only at the time of 'notice of possession' or at the time of payment of the final installment, whichever is later. “**Force Majeure**” shall mean any of the following events/circumstances or combination thereof which may prevent/obstruct/hinder/delay the construction/development of the Project by the Company including act of God. e.g. fire, drought, flood, typhoon, tornado, landslide, avalanche, tempest, storm, earthquake, epidemics or exceptionally adverse weather conditions and other natural disasters; explosions or accidents, aircrashes and shipwrecks; strikes or lock-outs; civil war, riots, insurgency, embargo, revolution, acts of terrorism, military action; any delays caused by a Competent Authority with respect to obtaining approvals pertaining to the Project; any change in law; delays resulting from monsoons or unsuitable ground conditions, court order/injunction, or from any other similar cause; any event or circumstances analogous to the foregoing.

- (vii) The Applicant(s) shall pay the Total Sale Price of the Apartment and other charges, deposits, taxes, calculated on the basis of Sale Area of the Apartment which has been defined above and it is fully understood by the Applicant(s) that the same includes undivided proportionate share of the common areas and facilities and limited common areas and facilities in the Project, and which may be located anywhere in the Project at the sole discretion of the Company.
- (viii) The BSP of the Apartment is exclusive of the EDC/IDC and other statutory deposits and/or charges made by the Company to authorities for electricity, water and other facilities or any other charges paid by the Company to relevant Competent Authorities. The same shall be payable by the Applicant(s) in proportion to their Sale Area of the Apartment as per applicable rates levied by the Competent Authority, as specified in Schedule-III. However, in case the same are revised/changed due to enhancement in government and statutory dues, taxes, cess or charges under the applicable laws, due to any amendment/modification thereof, including but not limited to, upward revision of EDC/IDC/other statutory charges, increase of deposits/charges for supply of electricity and water, cost of additional fire safety measures, or outgoings of any kind or nature, whether prospectively or retrospectively, the same shall be payable by the Applicant(s) in proportion to the Sale Area of the Apartment, as and when demanded by the Company, whether after provisional allotment, signing of Apartment Buyer Agreement or after sale/conveyance deed.
- (ix) The Applicant(s) shall be allocated car parking space for its exclusive use in the Project on payment of Car Parking Charges as per Schedule-III. The Applicant(s) may apply for additional car parking space which may be allocated subject to availability and at the prevailing charges applicable for each allocation and the taxes thereof (if applicable). The Applicant(s) shall not have any ownership right over the said parking(s), and shall have only a right of use which shall stand automatically transferred together with the sale or transfer of the Apartment. The Applicant(s) agree(s) that the car parking space allocated to him/her cannot be sold or dealt with independent of the Apartment. All clauses of this Application Form and the Apartment Buyer Agreement pertaining to allotment, possession, cancellation etc. shall also apply mutatis mutandis to the car parking space(s) allocated to the Applicant(s). For all intents and purposes, the Company shall have sole and exclusive right to allocate the car parking space(s) on such terms and conditions as may be specified for the said purpose.
- (x) The Applicant(s) agrees and understands that the Apartment forms part of a gated complex/colony i.e. the Project and the Company either itself or through an agency/body (“**Maintenance Service Agency**” or “**MSA**”) maintain and upkeep the gated complex/colony, until the maintenance responsibility is handed over to the local body or any government agency. The Applicant(s) shall have to enter into a separate maintenance/amenities agreement with the MSA in the form to be provided by the Company. It is made clear to the Applicant(s) that the MSA shall render maintenance services only with respect to the common areas and facilities falling within the Project and outside the Apartment. The Applicant(s) undertake to pay the maintenance bills of the MSA for maintaining various services/facilities from the date of offer of possession by the Company irrespective whether the Applicant(s) has/have taken possession or not, until the maintenance services are handed over to the Association, government or any local body for maintenance as per Applicable Law. The Applicant(s) hereby agrees and accepts that provision of such maintenance services shall at all times be subject to payment of all costs, charges, fee etc. by whatever name called, including but not limited to requisite security deposit, periodic maintenance charges, sinking funds etc. (“**Maintenance Charges**”) to the MSA and performance of all conditions, covenants, obligations and responsibilities of the Applicant(s) under the maintenance agreement. The Applicant shall deposit applicable deposit for maintenance charges based upon Sale Area. The Applicant(s) shall himself be responsible for payment of municipal/house tax as levied by the Competent Authority. The Applicant(s) agree(s) and undertake(s) to pay all charges on actual basis towards electricity, water and sewerage connection, Maintenance Charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said Apartment) etc. as may be levied by the Association or by the MSA employed/hired for the said purpose. The Company has made it specifically clear to the Applicant(s), that the computation of the amounts payable as per **Schedule-III** does not include in any manner recovery or payments towards running, maintenance and operation of common areas and facilities, or limited common areas and facilities, amenities including but not limited to charges of electricity, water, maintenance and operation of lift services, convenience store, shop, kiosks, conveniences, recreational activities, community buildings/sites or association's office, and the Applicant(s) have agreed, understood and satisfied himself/herself about the same. The Applicant(s) fully understands that the responsibility of management and operation of the same shall be that of the Company/MSA/Association/Competent Authority in the Project in accordance with terms of the maintenance agreement, by-laws and provisions of the Haryana Apartment Ownership Act, 1983.
- (xi) In the event the Applicant(s) default in timely payment of any amounts payable as per this Application Form and/or the Apartment Buyer Agreement, the default payment shall attract interest at the rate of 18% per annum from the date they fall due till the date of receipt of payment. The Company shall adjust all the amounts received from the Applicant(s) first towards interest on overdue installments and only thereafter towards the overdue installments or any other outstanding demand payable to the Company and finally the balance, if any, would be adjusted towards the current installment or current dues for

Signature of Co-Applicants

Signature of Sole/First Applicant

which the payment is tendered. Notwithstanding the said interest, the Company will be fully entitled to cancel allotment/application of the Apartment in the event of any default in payment of the amounts by the Applicant(s) beyond a period of 30 (thirty) days from the due date. Further, if any of the cheques of the Applicant(s) are dishonored for any reason whatsoever, the Company shall be fully entitled, at its sole discretion, to cancel the Application/Allotment. In case of such cancellation/termination by the Company, the Company shall be entitled to forfeit the entire Earnest Money. Further, the Applicant(s) will not be entitled to the refund of amounts paid towards deposits/accrued interest on delayed payment, brokerage etc. Earnest Money, for the purposes of this Application Form and the Apartment Buyer Agreement, shall mean 15% of the BSP + Car Parking Charges + PLC (if applicable) as mentioned in **Schedule-III**.

- (xii) The Apartment Buyer Agreement and all other documents shall be carried out in the name of the Applicant(s) as mentioned in this Application Form. The Applicant(s) may transfer/assign/nominate its right and interest in the Apartment only after the execution of the Apartment Buyer Agreement, with a prior written permission of the Company. The Company reserves the right to allow such transfer at its sole discretion and on payment of administration charges by the Applicant(s) as the Company may decide from time to time. However, in cases of transfer by way of succession, there may not be any such administrative charges, provided the legal heirs/beneficiary(ies) of the Applicant(s) furnish relevant documents to the Company setting out their rights and entitlements in this regard.
- (xiii) The Applicant(s) shall inform the Company in writing of any change in the mailing/correspondence address mentioned herein failing which all demands, notices etc. by the Company shall be mailed to the address given in this Application Form and shall be deemed to have been received by the Applicant(s).
- (xiv) In case the Applicant(s) avails a loan, it shall do so after obtaining prior written permission from the Company and/or its lenders. In the event of obtaining any such loan, the Company and/or its lenders may issue a permission/NOC as may be required by the banks/financial institution of the Applicants(s), subject however, no liability whatsoever shall be attributed to the Company or the Apartment in case of breach of re-payment of such loan and/or financial assistance by the Applicant(s). It shall be the personal liability and responsibility of the Applicant(s) to ensure that the loan is processed and payment released to the Company within the stipulated period as provided in agreed payment plan, failing which it shall be considered as a case of delayed payment, and acted upon by the Company accordingly.
- (xv) In case, all or any of the Applicant(s) is a non-resident/foreign national/person of Indian origin governed by the principles of Foreign Exchange Management Act, 1999 ("**FEMA**") and rules/regulations framed thereunder or by Reserve Bank of India in that regard, then it shall be the responsibility and obligation of such Applicant(s) to obtain all necessary permissions/approvals/sanctions etc., as may be required from the Competent Authorities/other relevant authorities and comply at all times with all provisions including but not limited to remittances from foreign country(ies) to be made to the Company. The Applicant(s) shall be required to provide and deliver to the Company all such permissions/approvals/sanctions/documents etc., as may be asked for by the Company. The Company accepts no liability or responsibility in this regard. Whenever there is a change in the residential status of the Applicant(s), subsequent to the signing of this Application Form, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Company immediately and comply with all the necessary formalities, if any, under the applicable laws.
- (xvi) The Company reserves all its right to assign all or any of its rights and obligations in respect of the Project in favour of any third party. With effect from such date of assignment/transfer, all the letters and correspondence exchanged with the Applicant(s) including the monies paid till then shall automatically stand transferred in the name of such assignee without any alterations in the original terms and conditions. In such event the Apartment Buyer Agreement will be executed or endorsed, as the case may be, by such assignee with the Applicant(s). The Applicant(s) shall continue to perform all their obligations towards such assignee in accordance with the terms hereof.
- (xvii) It is understood by the Applicant(s) that the Company is not required to send reminder/notices to the Applicant(s) in respect of the obligations of the Applicants as set out in this Application Form and those to be set out in the Apartment Buyer Agreement and the Applicant(s) is required to comply with all its obligations on its own. In the event the Applicant(s) fail to comply with terms and conditions thereof, the Company shall have the right to cancel/terminate the allotment and/or the Apartment Buyer Agreement and forfeit the entire Earnest Money. Further, the Applicant(s) will not be entitled to the refund of amounts paid towards deposits/accrued interest on delayed payment, brokerage etc. Thereafter the Applicant(s) shall be left with no lien, right, title or claim of whatsoever nature in the said Apartment and car parking space(s).
- (xviii) It is specifically understood by the Applicant(s) that this Application Form is purely on tentative basis and the Company may, at its sole discretion, decide not to allot any or all of its units to anybody or altogether decide to cancel the Project itself for which the Applicant(s) shall not raise any dispute or claim any right, title or interest. The Booking Amount being received by the Company along with this Application Form will be refunded in that case.
- (xix) The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Apartment Buyer Agreement. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Apartment Buyer Agreement, the terms and conditions specified in the latter, shall supersede the terms and conditions as set out herein.
- (xx) The Applicant(s) has applied for provisional allotment of the said Apartment with full knowledge of all the laws/notifications and rules applicable to the housing/multistoried project in general and the said Project located in Gurgaon, Haryana and has satisfied himself/herself about the title/interest/rights of the Company in the land on which the said Project is being constructed and has understood all limitations and obligations of the Company in respect thereof. The Applicant(s) confirms that no further investigation in this regard is/shall be required by him/her.
- (xxi) The Applicant(s) agrees and undertakes that the Company, at its sole discretion may construct the Project in phases as may be permitted under applicable law and the Applicant(s) shall have no objection to the Company undertaking construction of or continuing with the construction of the Project or other buildings adjoining the Apartment. Further, where if any later change in

Signature of Co-Applicants

Signature of Sole/First Applicant

any Applicable Law permits further construction/Floor Area Ratio on any portion of the Project Lands or any part of the Project, the Company shall be entitled to undertake the said construction and the Applicant(s) shall not have any objection and shall consent to such further construction.

- (xxii) The Applicant(s) agrees and undertakes to use the Apartment for residential purpose alone and for no other purpose and furthermore the Applicant(s) shall not conduct any illegal or immoral activities which could be contrary to the applicable building by-laws in the said Apartment. The Applicant(s) shall not carry out any addition or modification, temporary or permanent, in the Apartment including the façade colour scheme/texture, front/rear lawns, terrace etc., and shall not put up any structure, temporary or permanent to cover any other open areas of the Apartment. The Applicant shall abide by the community rules and regulations for the residents and visitors to the Project.
- (xxiii) Pursuant to handover of possession of the Apartment by the Company to the Applicant(s), the Applicant(s) shall permit the Company or the MSA or the Association to inspect, enter into the Apartment with technical personnel and other workmen for the purpose of checking, repairing, maintaining the Project, wiring, electrical installations, plumbing drains, pipes, cables and other things etc. for the comfortable use and easement and enjoyment of the Project by occupants of other units in the Project.
- (xxiv) It has been made clear by the Company to the Applicant(s) that the Total Sale Price and other charges mentioned in **Schedule-III** have been computed on the basis of Sale Area of the Apartment. Further, the Applicant(s) have understood that the marketing plan/brochure is a mere indication of the proposed Project and the areas mentioned in the drawing are reasonable estimates, however, subject to changes. The Company reserves the right to change the design, elevation, specifications, amenities and facilities, plans, etc. of the Project due to aesthetic reasons or to meet the planning/regulatory requirement or for any other reasons for the betterment of the Project. The Applicant(s) agree and acknowledges that the Project is in development stage and that there could be deviations, at any stage, to change the terms and conditions of the provisional allotment including but not limited to the size and built up area, location and specifications of the common areas and facilities and essential services, if required. The Sale Area of the Apartment is tentative and subject to variation and change at the time of delivery of possession of the Apartment to the Applicant(s), and the charges in relation to the same will be payable/adjusted on pro rata basis.
- (xxv) The Applicant(s) agrees that the Company shall have the right to raise finance/loan from any financial institution/bank by way of mortgage/charge/securitization of receivables of the Project subject to the Apartment being free of any encumbrances at the time of execution of sale deed. The Company/financial institution/bank shall always have the first lien/charge on the Apartment for all its dues and other sums payable by the Applicant(s) or in respect of the loan granted for the purpose of the consideration. In the event the Applicant(s) has/have obtained finance/loan against the Said Apartment from any financial institution/bank, then a no objection certificate/letter by such financial institution/bank shall be submitted to the Company in a format approved by it, permitting/consenting to any request for assignment/transfer/nomination, by the Applicant(s).
- (xxvi) The Applicant(s) shall indemnify and keep the Company, its employees, directors, agents, representatives, advisors, estate and effect indemnified and harmless against the payments and observance and performance of all the covenants and conditions and any loss, damage or liability that may arise due to non-payment, non-observance or non-performance of the covenants and conditions by the Applicant(s) as mentioned in the Application Form and the Apartment Buyer Agreement.
- (xxvii) The Applicant(s) agree(s) to pay as and when demanded by the Company all stamp duty, registration charges and all other incidental charges and legal expenses for execution and registration of the Apartment Buyer Agreement and Sale/Conveyance Deed of the Apartment within the stipulated period and other dues and charges and expenses as maybe payable or demanded from the Applicant(s) in respect of the Apartment and parking space(s) allotted to him. In case the Applicant(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses so demanded within the period mentioned in the Apartment Buyer Agreement or intimated separately, the Company shall have the right to cancel the allotment and forfeit the Earnest Money. Further, the Applicant(s) will not be entitled to the refund of amounts paid towards deposits/accrued interest on delayed payment, brokerage etc. The balance amount will be refunded to the Applicant(s) without any interest upon realisation of money from re-sale or re-allotment to any other party.
- (xxviii) The Applicant(s) shall comply with all legal requirements for purchase of the Apartment wherever applicable, after execution of the Apartment Buyer Agreement and sign all requisite applications, consents, declarations, NOC, forms, affidavits, undertakings etc. as may be required for the purpose.
- (xxix) In case of any dispute between the parties hereto (including their successors) concerning accompanying application, provisional allotment (if any) or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator to be mutually nominated by both parties. Venue of arbitration shall be at Delhi. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996. It is clarified that if due to any law or any other reason, this arbitration clause could not be enforced in the same manner as has been stated herein, it will be considered that there is no arbitration clause/agreement between the parties.
- (xxx) The Company shall not be responsible to the Applicant(s) or towards any third party, who has made payments/remittances to the Company on behalf of the Applicant(s) and such third party shall not have any right in the Apartment whatsoever. However, at the time of any such payment/remittance from a third party, the Applicant(s) would be required to furnish a declaration/NOC/consent letter to the Company in such format as the Company may deem fit and proper and confirming the said payment/remittance to be on behalf of the Applicant(s) for the Apartment. The Company shall issue the payment receipts only in favour of the Applicant(s). Notwithstanding any such arrangement, under all circumstances, the Applicant(s) is/are and shall remain solely and absolutely responsible for ensuring and making all the payments due under this Application and/or Apartment Buyer Agreement on time, except in the case of any bank, financial institution or company with whom a tripartite agreement has been separately executed for financing the payment for the said Apartment, or where the Company has given a permission to mortgage to any bank, financial institution or company for extending a loan to the Applicant(s) against the Said Apartment.

Signature of Co-Applicants

Signature of Sole/First Applicant

FOR OFFICE USE ONLY

Receiving Officers Name		Date	
Apartment Type		Apartment No.	
		Area	

Checklist for Receiving Officer

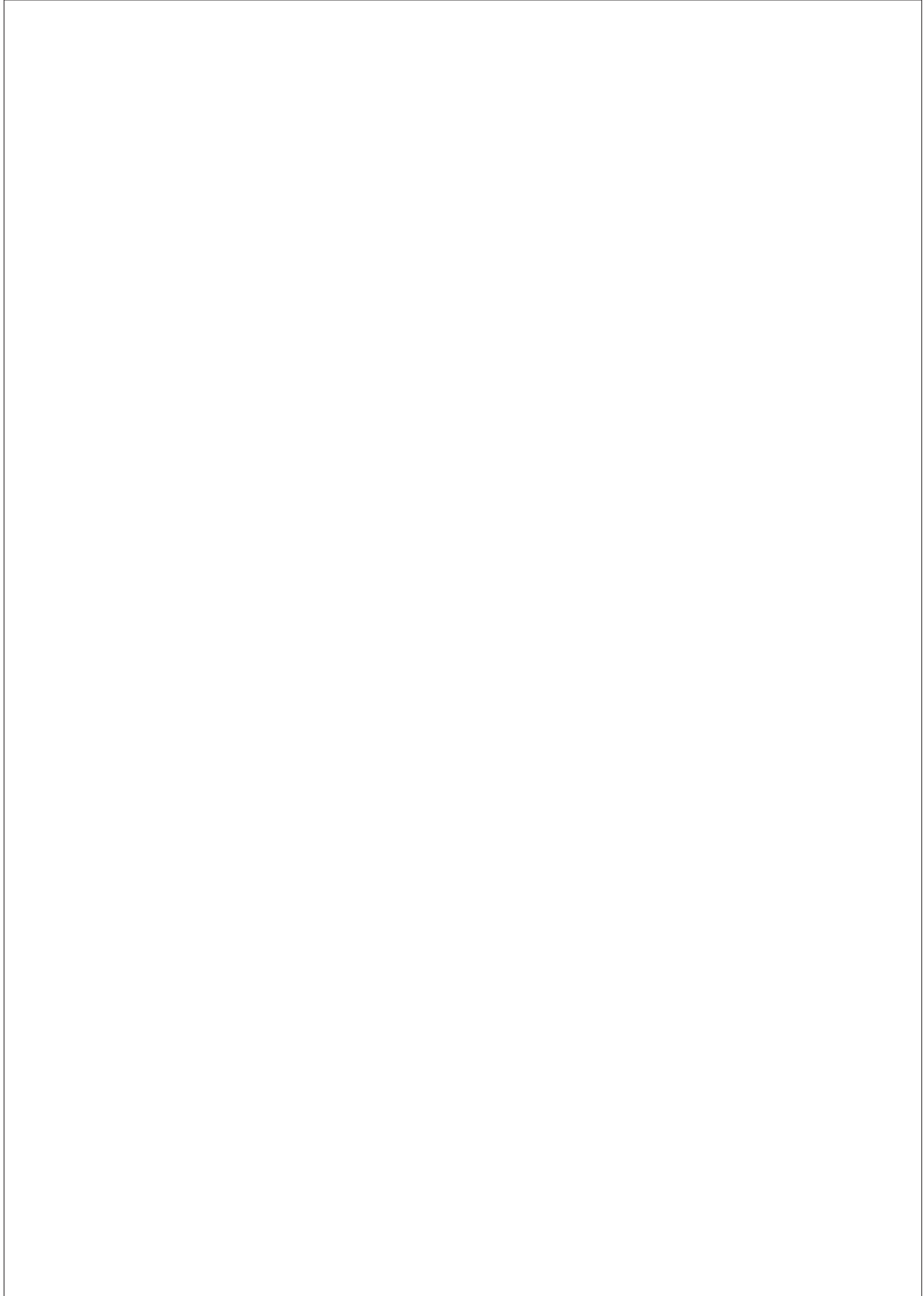
Unit Cost Details – Checked and Confirmed	
Duly filled Application Form	
Booking Amount details	
Booking Amount receipt details	
Applicants' signature on all pages	
PAN copy (all applicants)	
Address Proof (all applicants)	
Documents related to NRI/PIO/FOREIGN CITIZEN/FNIO/OCI	
Documents related to Company/HUF/Partnership Firm	
Payment Plan Opted	
Remarks/Exceptions	

Receiving Officer's Signature

Name & Signature of Sales Head

Signature of Co-Applicants

Signature of Sole/First Applicant





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