



THE WESTERLIES

— LIFE NEEDS SPACE —



APPLICATION FORM - VILLA

**APPLICATION FORM FOR PROVISIONAL ALLOTMENT OF
A RESIDENTIAL VILLA AT RESIDENTIAL PLOTTED COLONY
THE WESTERLIES, SECTOR 108, GURGAON**

EXPERION DEVELOPERS PRIVATE LIMITED

First India Place, First Floor, Tower-B,
MG Road, Sushant Lok-1, Gurgaon-122002, Haryana

Date: _____

Dear Sir/s,

I/we (the "Applicant(s)") am/are pleased to apply for the provisional allotment of a residential villa ("Villa"), the specifications whereof have been specified in Schedule-II, in the integrated residential plotted colony by the name of The Westerlies (hereinafter referred to as the "Project") being developed by Experion Developers Private Limited (hereinafter referred to as the "Developer") on contiguous lands admeasuring 100.48125 acres at Sector 108, Gurgaon (hereinafter referred to as the "Project Land"), owned by land owning entities that have vested the development rights on their respective lands in favour of the Developer (hereinafter collectively referred to as the "Companies") as per the license bearing no. 57 of 2013 (hereinafter referred to as "License") granted by the Director General, Town & Country Planning, Chandigarh, Haryana ("DGTCP").

I/We am/are fully satisfied about the title of the Companies and the rights and entitlements of the Developer over the Project Land and that the Developer is entitled to undertake construction development of the Project, promote, brand, market the saleable areas therein, receive applications for booking and make allotment of Villas, formulate terms and conditions for allotment, receive the costs and charges as may otherwise be payable for the Villa and make allotments, negotiate, finalize, sign and execute the Villa Buyer Agreements) and sale deeds, and execute all such other documents as may be required or as may be deemed necessary and otherwise to do all such acts, deeds or things as may be necessary in relation thereto.

I/We have fully gathered from the Developer and reviewed and understood detailed information about the Project including the approvals in relation thereto and have signed and am/are submitting this application form ("Application") after being completely satisfied about all aspects of the Project and the Villa and after a careful consideration of all facts and the 'Terms and Conditions' provided in Schedule-V.

I / We have annexed all documents as (listed in Schedule-IV) required to be submitted along with this Application and understand and acknowledge that if the Application is incomplete or deficient in any respect including required documentary evidence, it shall be summarily rejected without further recourse.

I / We understand that this Application neither constitutes any binding contract or agreement to sell the Villa nor the receipt of the amounts paid with this Application by me/us would amount to any acceptance of my/our Application and shall not bind the Developer to provisionally allot the Villa in my/our favour. I / We further understand that the expression 'allotment' wherever used in this Application shall always mean provisional allotment and shall continue to remain so till the time the Villa buyer agreement is executed in my / our favour by the Developer.

In the event of the Application being accepted, I/we agree to pay the Total Consideration as mentioned in Schedule-III as well as other deposits, charges, rates, VAT, service tax, other applicable taxes, cesses, levies etc. as stipulated or as are otherwise applicable and all other charges, taxes, fees etc. ("Specified Charges") as may be intimated by the Developer from time to time. All such payments shall be made by me / us in the manner set out in the agreed Payment Plan and as may also be set out in the Villa Buyer Agreement. I/we further agree that the terms and conditions, charges, rates, area Specified Charges so agreed by me/us in the Application are exclusive to me/us for the allotment of the Villa and will prevail amongst me/us and the Developer and will not affect any other arrangement/ agreements made by the Developer with any third party in respect of any other residential Villa in the Project.

I/We hereby confirm that I/we have understood the provisions of Applicable Laws and their rules and regulations in respect of this Application and the Project and thus, warrant, covenant and undertake to faithfully abide by the terms and conditions of this Application and comply with the provisions of such laws/rules/regulations, as amended from time to time, as are applicable and shall not claim ignorance or lack of understanding of the same as any defense against any difference or dispute that may arise, if any, in relation to this Application and/or the Project at any time.

I / We also declare and confirm that the particulars furnished in this Application in Schedule-I herewith are true and correct and nothing has been concealed therefrom.

I / We hereby enclose a Cheque/Demand Draft No. _____ dated _____ drawn on _____ Bank, Branch at _____ for an amount of Rs. _____ Rupees _____

_____ which may be treated as "Application Money" under the Payment Plan in as attached herein under Schedule III. I / We hereby confirm that the Application Money shall be treated as part of the 'Earnest Money' by the Developer for the provisional allotment and the same may be forfeited by the Developer in terms hereof.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

SCHEDULE-I INFORMATION ABOUT THE APPLICANT

1. SOLE/FIRST APPLICANT

Please affix
your
passport
size
photograph

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's Name/Firm's Name			
Company's/Firm's Registration No.			

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			
Name & Address of Bank			
Bank Account No & Type			
Present Office Address			
Telephone		Email	
Present Residential Address			
Telephone		Email	
Address for Correspondence			
Telephone		Email	
Mobile No.			

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

2. SECOND CO-APPLICANT

Please affix
your
passport
size
photograph

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's Name/Firm's Name

Company's/Firm's Registration No.

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

Name & Address of Bank

Bank Account No & Type

Present Office Address

Telephone

Email

Present Residential Address

Telephone

Email

Address for Correspondence

Telephone

Email

Mobile No.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

3. THIRD CO-APPLICANT

Please affix
your
passport
size
photograph

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's Name/Firm's Name

Company's/Firm's Registration No.

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

Name & Address of Bank

Bank Account No & Type

Present Office Address

Telephone

Email

Present Residential Address

Telephone

Email

Address for Correspondence

Telephone

Email

Mobile No.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

Notes - For additional co-applicant(s), please attach a separate sheet

In case of joint Applicant(s), all correspondence/communication shall be sent by the Developer to the First Applicant and at the correspondence address of the First Applicant which shall be deemed as delivered and served upon all the Joint Applicants. No separate communication shall be sent to the joint Applicant(s). The First Applicant shall inform the Developer in writing of any change in the mailing / correspondence address mentioned herein failing which all demands, notices etc. by the Developer shall be mailed to the address given in this Application and shall be deemed to have been delivered to and received by the first and all joint Applicant(s).

In case there is any change in the information provided, the Developer must be immediately notified.

ADDITIONAL INFORMATION OF THE BANK ACCOUNT THROUGH WHICH PAYMENT IS MADE:

Details of the Bank (Name, Branch, Address, Swift Code)	Account No

SCHEDULE-II VILLA DETAILS

Villa No. Block No.

Built-up Area in sq.ft.	Land Area in sq.yds.	PLC1	PLC2	PLC3	PLC4

PLC1: Green facing/Green Abutting

PLC2: Corner Units/Plots

PLC3: Facing 15m road and above

PLC4: North/East/North-East

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

SCHEDULE-III VILLA PRICE DETAILS

Particulars	Unit Price (in Rupees)	Total Price (in Rupees)
BSP		
EDC (per sq. mt.) (per sq. yd.)		
IDC (per sq. mt.) (per sq. yd.)		
IFMSD (per sq. mt.) (per sq. yd.)		
PBIC (per sq. mt.) (per KVA) (per sq. yd.)		
PLC Charges:		
1) PLC 1 (Green facing/Green Abutting)		
2) PLC 2 (Corner Units/Plots)		
3) PLC 3 (Facing 15m Road and above)		
4) PLC 4 (North/East/North-East)		
Total Applicable PLC		
Any other applicable charges (as may be defined) - - - - -		
Total Consideration (BSP, PLC)		
Rupees (in words)		

Payment Plan Opted:

Down Payment Plan

Construction Linked Payment Plan

*payment plan attached

In addition to the Total Consideration as above, the Applicant(s) shall, pay to the Developer on first demand, the amount(s) under the following heads:

- IFMSD and advance Maintenance Charges, if any.
- Electricity/Power Infrastructure and Augmentation Charges, fees, deposits payable to DHBVNL for obtaining an electricity connection for the said Plot, including advance consumption deposit, if any, meter installation charges, meter security deposit, meter testing fee, processing fee, service connection charges and Security.
- Administrative charges/file processing charges for facilitation of the application for obtaining electricity connection on behalf of the Applicant(s).
- Stamp Duty, Registration and incidental charges.
- Power Back Up Infrastructure Charges (PBIC) @ Rs 20,000/- per KVA (tentative) of connected load as per the size of the Plot, subject to any change at the time of notice for possession.
- Taxes, cess, levies, duties, VAT, service tax, property tax, fees, charges and impositions to be charged or imposed by the Competent Authority, at present and in future (including with retrospective effect, if any) and as may be applicable towards the Plot at any time now and even after sale and handing over of possession of the Plot shall be additionally payable and are not included in the Total Consideration in respect of the Plot.
- Any other charges, fees, duties, deposits which may become due owing to the provision of any facility, or amenity within the Project, which may be provided as per directives of the Competent Authority or at the option of the Developer.

Note : The terms and conditions in relation to the Villa shall be more elaborated and exemplified in the Villa buyer agreement are briefly elucidated herein primarily to acquaint the Applicant(s) and are thus not exhaustive.

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

FINANCE FROM BANK / FINANCIAL INSTITUTION: Yes ☐ No ☐

If yes, Preferred Financial Institution

CHANNEL PARTNER DETAILS

Name, Address & Contact Details No	Seal	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signature of the Applicant

Signature of the Co-/Second Applicant

Signature of the Co-/Third Applicant

SCHEDULE-IV DOCUMENTS TO BE ANNEXED BY THE APPLICANT(S)

The Applicant(s) must provide the following along with the Application, each page of which must be manually signed.

- Application Money cheque / demand draft in favor of "EXPERION DEVELOPERS PRIVATE LIMITED A/C THE WESTERLIES" payable at Delhi.

Bank Details

Account Number : 200002504852
IFSC Code : INDB0000022
Swift Code : INDBINBBNDH
Bank Name : IndusInd Bank Limited
Branch address : First India Place, Block A, Ground Floor, Sushant Lok Phase 1, Tower B, MG Road, Gurgaon – 122 002

In case the applicant is an individual/ HUF

- Valid and subsisting proof of identity and address (Election Card, Driving License / Passport)
- For persons having residential status other than 'resident' annex a valid documentary proof of residential status. NRIs and Persons of Indian Origin to annex a certified / notarized copy of their passport and PIO card, respectively.
- Copy of PAN card
- List of Members (in case of HUF)

In case the applicant is a Company

- Certified copy of the Certificate of Incorporation
- Certified copy of the Board resolution authorizing the representative to sign this Application
- Copy of the Memorandum of Association and the Articles of Association of the applicant company
- Copy of PAN card

In case the applicant is a Partnership Firm

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

In case the applicant is a Trust

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

All documents to be self-attested

Note – The Developer may seek additional documents and/or information as may be deemed necessary or which may otherwise be required for compliance of Applicable Laws and/or to validate/substantiate any information provided herein and it shall be obligatory for the Applicant(s) to provide the same.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

SCHEDULE-V BRIEF TERMS AND CONDITIONS

A. Definitions

'Applicable Laws' shall mean and refer to all applicable statutes, laws, bye-laws, rules, regulations, orders, ordinances, notifications, protocols, directions, guidelines, policies, codes, notices, judgments, decrees or any other requirement or official directive of any Competent Authority or any Person authorized to act under such Competent Authority from time to time in relation to the Project Land, Project, Villa or the transaction between the Parties contemplated herein;

'Competent Authority' shall mean and refer to any Central/State or Municipal, Judicial, Quasi-Judicial, Government or Semi-Government Authority, body, Department, Agency or instrumentality (whether statutory or otherwise) including the DGTCP having legal authority or jurisdiction over the Project and/or Project Land under Applicable Laws;

'Conveyance Charges' shall mean the stamp duty as per provisions of the Indian Stamp Act, 1899 and the registration charges under the Registration Act, 1908 and all incidental and legal costs and expenses for preparation and execution of the Sale Deed to be executed by the Developer for the transfer of ownership of the Villa in the name of the Applicant(s);

'DGTCP' shall mean the Director-General, Town and Country Planning, Government of Haryana or any other Person as may duly be authorized to exercise his powers;

'Earnest Money' shall mean and refer to 15% of the amount of the Basic Sale Price + PLC

'EDC' shall mean the External Development Charges payable by the Applicant(s) to the Developer as under the Applicable Laws whether in the present or as may additionally be applied in the future by the DGTCP/ Competent Authority (including with retrospective effect) at an enhanced rate on the Project or part thereof and shall include related incidental or ancillary costs;

'Force Majeure Event' shall mean any unforeseen event or situation beyond the reasonable control of the Developer which by itself, or in any combination with some other similar or other events or circumstances, impairs or otherwise adversely affects the capacity and the ability of the Developer to perform its obligations under this Agreement including but not limited to fire (including fire resulting from implosion / explosion), war (whether war be declared or not), invasion or any other enemy action, acts of God including lightning, drought, flood, inundation, typhoon, tornado, landslide, rockslide, avalanche, volcanic eruption, tempest, hurricane, storm, cyclone, earthquake (including earthquake shock and fire) and any other natural disasters, accidents and calamities; aircraft crashes (including impact damage due to articles dropped from any aircraft, spaceship, satellite etc.), meteor impact damage; riots, strikes, malicious damage, civil commotion, insurgency, military action, mutiny, militancy, terrorism and acts of terrorists; inadequate or erratic supply of steel and cement and other building materials, or water, or electric power or labor; any statutorily or legal prohibitions and restrictions imposed by any Court; any directions, orders/notifications of any Competent Authority and/or DGTCP with respect to the License, Project, Project Land or Project Approvals and any change or amendment in the Applicable Laws and any event or circumstance similar or analogous to the foregoing;

'Governmental Authority' shall mean and include any Central/State governmental authority, government department, any constitutional body and/or statutory authority, agency, commission, board, tribunal or court or other law, rule or regulation-making entity having or purporting to have jurisdiction for and on behalf of the Republic of India or any State/other subdivision thereof or any municipality, district or any other subdivision thereof, including the DGTCP and any other municipal/ local authority having jurisdiction over the Project Land/Project;

'IAC' shall mean the Infrastructure Augmentation Charges if and when demanded by the Government of Haryana or the Competent Authority (including with retrospective effect, if any) at rates fixed by the Competent Authority and payable by the Applicant(s) to the Developer;

'IDC' shall mean the Infrastructure Development Charges as under the Applicable Laws whether in the present or as may additionally be applied in the future (including with retrospective effect) at an enhanced rate on the Project or part thereof and shall include incidental or ancillary costs payable by the Applicant(s), charged by the Developer under the provisions of this Application Form;

'Maintenance Agreement' shall mean the agreement for the maintenance and upkeep of the Project which shall be compulsorily executed by the Applicant(s) with the MSA simultaneously with the issue of the Possession Notice and which shall incorporate the terms and conditions for the maintenance of the Project;

"Maintenance Service Agency" or "MSA" shall have the meaning assigned to it under paragraph C.9 herein.

"Maintenance Charges" shall have the meaning assigned to it under paragraph C.9 herein.

'Non- Saleable Areas' shall mean all areas in the Project that are not saleable including all open areas, landscaping, horticulture, refuge areas, roads, pathways, parks and other areas designated for the provision of services, facilities and amenities meant for cleaning, sweeping, sanitation and garbage removal, which are provided for the convenience of the Villa holders and meant for common use of all the residents of the Villas;



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Signature of the Co-/Third Applicant

"PLC" shall mean the charges payable for any preferential location desired by the Applicant(s) in respect of the Villa.

'Project Approvals' shall mean and include all necessary permits, sanctions, licenses, consents, permissions, no objection clearances and certificates, authorizations, orders, reports, decisions, directions, instructions, approvals etc. (including the License and Layout plan sanctioned by the DGTCP) that have already been obtained or may be required to be obtained by the Developer from any Competent/Governmental Authority or any other Person in relation to the Project Land/Project;

"Provisional Allotment Letter" shall have the meaning assigned to it in paragraph C.3 herein below.

"Terms & Conditions" shall mean the entire terms, conditions, covenants, obligations etc. stated herein below in paragraph C to be adhered to by the Applicant(s).

"Villa" shall mean to include the Plot area and the Superstructure constructed thereon.

B. Interpretation

In this Application, unless the context requires otherwise, the following interpretation rules shall be followed -

- (i) References to any statute or legal provision or regulation made shall include the particular statute, legal provision or regulation as amended or replaced from time to time;
- (ii) References to person(s) shall include body corporate(s), partnership(s) and any organization or entity having legal identity;
- (iii) Any reference to a document includes that document as modified / replaced from time to time;
- (iv) Reference to one gender includes reference to the other;
- (v) Reference to the singular includes reference to its plural and vice versa;
- (vi) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter" etc. used shall mean reference to this Application and not to the particular paragraph in which the said term has been used, unless the context otherwise requires.
- (vii) The words 'in writing' or 'written' include any communication sent by registered letter and/or facsimile transmission.
- (viii) The amounts stated are in Indian Rupees (Rs.) unless otherwise specified.

C. The Applicant(s) agree(s) that -

1. This Application is only an expression of interest for the provisional allotment of a Villa and neither constitutes any binding contract or agreement to sell in favour of the Applicant(s) nor the receipt of any amounts paid with this Application shall mean the acceptance of this Application or an obligation upon the Developer to allot a Villa in favour of the Applicant(s) and the Application does not create any right or interest for allotment. The provisional allotment will be made by the Developer at its absolute discretion and shall be based upon information provided in this Application and documents attached hereto and shall be subject to the complete and absolute compliance and performance of all the Terms and Conditions.
2. The Developer may, at its sole discretion and without assigning any reason thereto, reject this Application in which case the Application Money paid along with this Application will be refunded within 60 days of such rejection without any interest or any compensation for any consequences thereof. No objection, dispute or claim whatsoever shall be entertained by the Developer in this regard.

The Developer may, at its sole discretion, abandon the Project, at any time in which case the Developer shall, within 60 days of such abandonment, refund the amounts paid by the Applicant(s) along with simple interest at the rate of 9% per annum from the date of receipt till the date of payment. No objection, dispute or claim whatsoever shall be entertained by the Developer in this regard.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

3. If the Application is accepted, the Developer shall send a written intimation ("**Provisional Allotment Letter**") to the Applicant(s) within 30 days from the date of submission of the Application. However, the final allotment of the Villa shall always be subject to compliance of the Terms and Conditions stipulated herein and those specified in the Provisional Allotment Letter, and execution of necessary definitive documents including but not limited to Villa Buyer Agreement, indemnity bond, deed of undertaking, declaration, affidavit etc. as and when called upon by the Developer and in the format(s) as may be provided by the Developer.
4. The Applicant(s) agree(s) and acknowledge(s) that the Project is in development stage and that there could be deviations, at any stage, including but not limited to the category, location and size of the Plot and/or Villa. The marketing plan(s)/ brochure(s) are only descriptive of the proposed Project and the Developer reserves the right to change the design, specifications, layout, amenities and facilities, plans, etc. of the Project. Any such change shall however be subject to the policies of the Competent Authority.
5. The Applicant(s) accepts and understands that additional lands contiguous to the Project Land, may be acquired by the Developer, Companies or any of their respective associates, subsidiaries or any third party in any agreement with the Developer and may be added to the Project/Project Land by way additional license / approval from the DGTCP and construction and development may be carried out on such additional lands at the sole discretion of the Developer. The Applicant(s) shall not raise any objection, claim or dispute against the Developer on account of any inconvenience which may likely be suffered due to any such development / construction activity due to the addition of such additional land to the Project/Project Land.
6. In the event the Villa attracts PLC, for any reason, as may be determined in future by the Developer, the same shall be payable within the stipulated time by the Applicant(s) without any objection, demur or protest.

The Applicant(s) has/have specifically agreed that if due to any change in the layout plan any of the preferential location attributes gets removed then the Developer shall be liable to adjust the amounts of such PLC as applicable and only if already paid by the Applicant(s) in any of the due instalment(s) payable by the Applicant(s) for the Villa. Any such adjustment shall be without any interest.

7. The area of the Plot and Villa as mentioned in the Application is as per the present layout plan of the Project as sanctioned for the Project by the DGTCP. The Applicant accepts and agrees that the area of the Plot/Villa is tentative and may be different at the time of possession due to any change in the approved layout plan and/or actual implementation and approval of the demarcation plan by the DGTCP. The Developer may change the design, specifications, location and extent of the Non Saleable Areas, layout plan, amenities and facilities, etc. of the Project at any time and any other changes and modifications as may be deemed by the Developer as necessary in the best interest of the development of the Project or as otherwise may be required by the Competent Authority ("**Changes**") due to which the dimensions of the Plot/Villa, position and numbering of the Plot may require to be changed without notice to the Applicant(s). Any Changes made and approved by the Competent Authority shall automatically supersede the present layout plan and other plans as may be approved by the Competent Authority and in such circumstances or otherwise, the Applicant(s) accepts and agree(s) to a variation in the Plot/Villa Area at the time of possession up to +/- 10% of the present area of the Plot/Villa. In such an event the following shall be applicable -
 - (i) If the area of the Plot/Villa is increased, then the Applicant(s) shall pay an additional consideration for the same alongwith the additional EDC, IDC and other Statutory Charges and Specified Charges (as computed on per square meter basis) for such increase, and
 - (ii) If the area of the Plot/Villa is reduced, then the Developer shall refund to the Applicant(s) or adjust with dues of the Applicants, the excess consideration for the same and the commensurate excess EDC, IDC and other Statutory Charges and Specified Charges (as computed on per square meter basis) for the area so reduced . Such refund / adjustment for such reduction in the area of the Plot/Villa shall be made without application of any interest.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

- (iii) However, in the event the increase/reduction in area is beyond 10% of the area of the Plot/Villa and the Applicant(s) declines to accept the Plot/Villa with such revised area of beyond 10%, then the Developer shall, at its discretion, offer an alternate plot (if so available) to the Applicant(s) and of similar specifications as the Plot/Villa. In case the Applicant(s) decides to opt for such alternate plot if available and offered by the Developer, then, this Application and the Villa buyer agreement shall be deemed to refer to such alternate plot, and the Applicant(s) shall execute necessary documents as may be required by the Developer for allotment of such alternate plot. In such an event, the allotment of the Plot shall be cancelled and the Plot shall belong exclusively and absolutely to the Developer and the alternate plot so accepted by the Applicant(s) shall be deemed to be the allotted to the Applicant(s). If no such alternate Plot is available, or if available is not offered to the Applicant(s) at the discretion of the Developer, then this Application and the related Villa buyer agreement shall stand terminated and the Developer shall refund to the Applicant(s) the monies paid by the Applicant(s) till then alongwith simple interest at the rate of 9% per annum subject to deductions of the amounts paid towards Service Tax, interest on delayed payment(s) and brokerage/commission paid by the Developer to any Channel Partner engaged by the Applicant(s) etc.. Such refund shall be made to the Applicant(s) upon realization of money from the re-sale of the said Plot. Thereafter, the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Plot or against the Developer and the said Plot shall belong exclusively and absolutely to the Developer.
8. It is made clear to the Applicant(s) that under Applicable Laws and related regulations/bye laws of the Competent Authority, there are requirements, restrictions and stipulations, including but not limited to the number of floors, maximum built-up area, height, setbacks, timelines for completion etc. in relation to construction development on the Plot. The Applicant(s) undertake(s) to fully abide by such requirements, restrictions and stipulations and in addition, shall be responsible, liable and accountable to the Developer for any damage /destruction to the infrastructure facilities provided in the Project, including electricity cables, underground water/other pipes, underground sewer / drain lines, rain water harvesting system etc; Further, to preserve the aesthetic and design integrity of the Project the Developer may offer to provide, at the request of the Applicant(s) but without being under any obligation to do so, some free-of-cost sample building plans suitable to the dimensions of the Plot and drawn in terms of the Applicable Laws, Project Approvals and prevailing building regulations/bye-laws. The Applicant(s) may use any of such sample building plans to construct a building on the Plot . However, this shall not be a binding obligation and will be without prejudice to the right of the Applicant(s) to construct a building based upon any other building plan.
9. The Applicant(s) agrees and understands that the Developer or an agency/ body nominated / appointed by the Developer ("**Maintenance Service Agency**" or "**MSA**") would be entrusted with the maintenance and upkeep of the Project, until the responsibility for maintenance is handed over to the RWA, local body or any government agency as per Applicable Laws. The Applicant(s) shall have to enter into a separate maintenance/ amenities agreement with the MSA in the format to be provided by the Developer. The MSA shall render maintenance services only with respect to the common areas and facilities falling within the Project and outside the Villa including public roads, security, landscaping, sewerage, drainage, rain water harvesting, garbage collection and disposal, potable water, street lighting, pavements, horticulture, etc. 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 Developer irrespective whether the Applicant(s) has / have taken possession or not, until the maintenance services are handed over to any association of the owners / occupants at the Project or to any government / local body for maintenance as per Applicable Laws. 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 the IFMSD, 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(s) undertake(s) to pay the Maintenance Charges to the MSA which shall be due and payable from the date of offer of possession by the Developer regardless of whether the Applicant(s) has / have taken possession of the Plot or not. The Applicant(s) shall further be responsible for payment of municipal / house tax in respect of the Villa as levied by the Competent Authority. The Applicant(s) agree(s) and undertake(s) to pay all charges on actual basis towards consumption of electricity and water as well as all charges for electrical, water and sewerage connection, and Maintenance Charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the said Villa) etc. as may be levied by the MSA. It is clarified that the amounts payable as per Schedule-III do not include any recovery or payments towards Maintenance Charges.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

10. In the event the Applicant(s) defaults in timely payment of any amounts payable in respect of the Villa, the default payment shall attract interest @ 18% p.a. from the day it has fallen due till the date of receipt of payment. The Developer shall adjust all the amounts received from the Applicant(s) first towards interest on overdue installments and thereafter towards the overdue prior instalments or any other outstanding demand due and payable to the Developer and finally the balance, if any, would be adjusted towards the current instalment or current dues for which the payment is tendered. Notwithstanding the payment of interest on delayed payments, in the event any payment is delayed beyond a period of 60 (sixty) days from its due date the Developer shall be fully entitled, at its discretion to cancel the provisional allotment and forfeit the Earnest Money and any balance remaining after such adjustment of Earnest Money shall be refunded to the Applicant(s) after deducting Service Tax, interest paid on delayed payments and brokerage/commission paid by the Developer to any Channel Partner, if engaged by the Applicants(s) in respect of the Villa and on such cancellation the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Villa. It is clarified that the refund shall be made without any interest and only upon realization of money from the re-sale of the Villa.
11. The Applicant(s) further understands that the approved layout plan for the Project does not have the provision of a club. However, the Developer may at its own option/discretion provide for the same at the permissible location in the Project as per Applicable Laws and in case a club is provided and the Applicant(s) decides to use the same, then the Applicant(s) shall be liable to pay for the club refurbishment charges, refundable security deposits, usage charges and any other charges to be decided by the Developer. The operation and management of the Club shall be with the Developer or the MSA or any entity as may be designated by the Developer at any time.
12. The basic sale price or BSP of the Villa is exclusive of the EDC / IDC/IAC and other statutory deposits and/or charges made/payable by the Developer to authorities for electricity, water and other facilities or any other charges paid/payable by the Developer to the Competent Authorities and the same shall be payable by the Applicant(s) in proportion to the area of the Villa as per rates levied by the Competent Authority, the present rates whereof have been specified in Schedule-III. The EDC/ IDC charges shown in the Payment Plan in Schedule-III attached to this Application is tentative and in case of any future revision in such charges including but not limited to cost of additional fire safety measures, or outgoings of any kind or nature, whether prospectively or retrospectively, due to a change in legislation or otherwise demanded by any Competent Authority, on the Project and/ or Villa, the Applicant(s) shall be liable to pay such additional/ revised amount to the Developer in proportion to the area of the Villa, as per the demand letter issued by the Developer at that time, whether after provisional allotment, signing of Villa buyer agreement or after sale / conveyance deed and the Applicant(s) shall at all times be liable to bear and pay the same. In the event of any failure or delay on part of the Applicant(s) to pay the same, all interests / penalties as may be levied shall additionally be payable by the Applicant(s).
13. The Developer, at its absolute discretion, may provide appropriate power back up at the Project. The Applicant(s) agree(s) that the Developer or its agents, or the MSA, as the case may be, shall have the sole right to select the site, capacity and type of the power back up equipment/plant as may be considered necessary and such equipment/plant may be located anywhere within or outside the Project. The fixed KVA load for the power back-up infrastructure as per the sizes of the Villa as applicable on the date of this Application has been tentatively mentioned for reference in Schedule-III, and the same shall be subject to such revision as may be applicable on handover of possession of the Villa.
14. Subject to other terms of this Application and the Villa Buyer Agreement to be executed by the Applicant(s), the Developer estimates to implement the complete Project in accordance with the approved layout plans, Project Approvals, Applicable Laws and License within 4 (Four) years from the date of receipt of the last of all the Project Approvals required for the commencement of development of the Project from the Competent Authorities or within such other timelines as may be directed by the DGTCP ("**Commitment Period**").. The Applicant(s) further agree(s) and understand(s) that the Developer shall be entitled to a further period of 6 (Six) months ("**Grace Period**") after the expiry of the said Commitment Period. Any delay by the Applicant(s) in taking the possession of the Villa from the notified date would attract holding charges at the rate of Rs. 200/- (Rupees Two Hundred only) per square meter of the Villa for every month of delay until the actual taking over of possession by the Applicant(s). If the Developer fails to offer possession of the said Villa to the Applicant(s) by the end of the Grace Period, except for reason of Force Majeure Event, it shall be liable to pay to the Applicant(s) compensation calculated at the rate of Rs. 200/- (Rupees Two Hundred only) per square meter of the Plot ("**Delay Compensation**") for every month of delay from the date of expiry of the Grace Period until the actual handing over of possession of the said Villa to the Applicant(s). It is agreed that the Delay Compensation shall be payable only if the Applicant(s) has/have not defaulted in their payments as per the agreed Payment Plan. 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 instalment, due under the Payment Plan, whichever is later.
15. 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.
16. It is made clear to the Applicant(s) that no transfer / assignment / nomination of the Villa shall be permitted by the Developer until the Provisional Allotment Letter has been issued in favour of the Applicant(s). Post issuance of the Provisional Allotment Letter, the Developer may, at its sole discretion and upon payment of applicable administrative charges, permit such transfer/ assignment / nomination, and subject to such terms and conditions as the Developer may impose at that 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 setting out their rights and entitlements in this regard to the satisfaction of the Developer. The Applicant(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

17. In case all or any of the Applicant(s) is/are a non-resident/ foreign national/ person of Indian origin governed by the Foreign Exchange Management Act, 1999 ("FEMA") and rules/ regulations framed there under or by the 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 Developer in respect of the Villa. The Applicant(s) shall be required to provide and deliver to the Developer all such permissions/ approvals/ sanctions/ documents etc., as may be asked for by the Developer at any time and the Developer 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, it shall be the sole responsibility of the Applicant(s) to intimate the same in writing to the Developer immediately and comply with all the necessary formalities, under the Applicable Laws.
18. The Developer reserves its right to assign/transfer 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 documents relating to the Villa including all correspondence exchanged with the Applicant(s) including the monies paid till then shall automatically stand transferred in the name of such assignee and in such event the Villa Buyer Agreement will be executed or endorsed, as the case may be, by such assignee and the Applicant(s) shall continue to perform all obligations towards such assignee in accordance with the terms hereof, and in terms of the Provisional Allotment Letter and the Villa Buyer Agreement.
19. It is understood by the Applicant(s) that the Developer is not required to send reminders to the Applicant(s) in respect of the obligations of the Applicant(s) as set out in this Application and those in the Villa Buyer Agreement and the Applicant(s) is/are required to comply with all obligations on his/her / their own. Any failure of the Applicant(s) to comply with any obligations shall entitle the Developer at its sole discretion to cancel the allotment and refund the monies paid by the Applicant(s) after adjusting the entire Earnest Money, Service Tax, amounts paid towards interest on delayed payment, brokerage/commission paid by the Developer to any Channel Partner in respect of the Villa etc. and thereafter the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Villa.
20. The terms and conditions mentioned herein shall be in addition to the terms and conditions of the Villa Buyer Agreement and in case of any contradiction between two, the terms and conditions specified in the Villa Buyer Agreement shall prevail.
21. The Applicant(s) agree(s) and undertake(s) that the Developer, at its sole discretion may construct the Project in phases as may be permit- ted under Applicable Laws and the Applicant(s) shall have no objection to the Developer undertaking construction of or continuing with the construction of the Project or other buildings adjoining the Villa even after the physical possession thereof is handed over to the Applicant(s). It is made clear by the Developer and agreed by the Applicant(s) that all the rights including the remaining plots, common areas, common facilities and amenities, open areas, green areas, other commercial, institutional, recreational, educational, industrial and retail space and plots in the Project shall vest solely with the Developer and the Developer shall have the sole and absolute authority to deal in any manner with such land(s), facilities and amenities. The Developer may in relation to such land(s) create further rights in favour of any other party by way of sale, transfer, lease, collaboration, joint venture, operation and management or any other mode including transfer to government, semi-government, any other authority, body, association, any person, institution, trust and/or local body(ies) which the Developer may deem fit in its sole discretion.
22. The Applicant(s) shall have the ownership right/title only in respect of the said Villa on the execution of the sale/conveyance deed without any right or title in any of the other saleable and Non-Saleable Areas of the Project. The Applicant(s) shall not be entitled to bring any action for partition or division of the said areas and facilities, or any part thereof. The Applicant(s) shall only have the right of ingress/egress, over or in respect of any of the common areas in the Project, such as parks, community buildings, roads, etc.
23. The Developer shall have the sole control and full authority in respect of all matters concerning the Project and further constructions thereon and the management and administration of the same. The Developer shall always be entitled to sell, let, sublet, lease, give on leave and license, or under any arrangement to persons of its choice or to use, in such manner as it may deem fit, any of the unsold Villas, units, other developments etc. in the Project and to receive consideration in respect of the same
24. The Applicant(s) agree(s) and undertake(s) to use the Villa for residential purpose alone and for no other purpose and furthermore the Applicant(s) shall not conduct any illegal or immoral activities thereon. The Applicant(s) shall abide by the community rules and regulations for the residents and visitors to the Project.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

25. Pursuant to handover of possession of the Villa by the Developer to the Applicant(s), the Applicant(s) shall permit the Developer or the MSA or any association of the owners / occupants at the Project to inspect, enter into the Villa with technical personnel and other workmen for the purpose of inspecting, checking, repairing and maintaining the Project, any wiring, electrical installations, plumbing, sewer lines, drains, pipes, cables and any other services from time to time.
26. The Applicant(s) understand(s) that until execution of the sale / conveyance deed in its / their favour, the Developer would remain the owner of the Villa and agree(s) that the Developer 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 however to the Villa being free of any encumbrances at the time of execution of the sale / conveyance deed.
27. In the event the Applicant(s) desire(s) to obtain any finance / loan against the said Villa from any financial institution / bank, it shall do so after obtaining prior written permission from the Developer and/or their lenders for which the Developer and/or their lenders may issue necessary permissions / NOC as may be required by the banks / financial institution of the Applicants(s). However, no liability whatsoever shall be attributed to the Developer or against the Villa in case of breach of the terms of such loan and/or financial assistance availed by the Applicant(s) and it shall be the personal liability and responsibility of the Applicant(s) to ensure that the loan is processed and payment released to the Developer within the stipulated period as provided in the agreed Payment Plan, failing which it shall be considered as a case of delayed payment, and acted upon by the Developer accordingly. The Applicant(s) shall keep the Developer fully indemnified for any matter related to any loan agreement with any bank/financial institution and any breach thereof.
28. The Applicant(s) shall indemnify and keep the Developer, its employees, directors, agents, representatives, advisors and estate 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 and the Villa Buyer Agreement.
29. The Applicant(s) agree(s) to pay as and when demanded by the Developer all stamp duty and registration charges and all other incidental legal fees, costs and expenses for the preparation and execution and registration of the Agreement and the Conveyance Deed within the stipulated period and all other fees, dues, costs, charges and expenses as maybe payable or demanded from the Applicant(s) in respect of the Villa. In case the Applicant(s) fail(s) to perform such and other obligations, the Developer shall be fully entitled at its sole discretion to cancel the allotment of the Villa and refund the monies paid by the Applicant(s) after deducting the Earnest Money, Service Tax, interest paid by the Applicant(s) on delayed payments and brokerage/commission, if any, paid by the Developer in respect of the Villa to any Channel Partner and the balance amount will be refunded to the Applicant(s) without any interest upon realization of money from the re-sale or re-allotment of the Villa. Thereafter the Applicant(s) shall be left with no lien, right, title, interest or claim of whatsoever nature in the said Villa.
30. The Applicant(s) understands that Developer has named the Project as **"The Westerlies"** which can only be changed by the Developer.
31. The Applicant(s) shall comply with all legal requirements for purchase of the Villa wherever applicable, after execution of the Villa Buyer Agreement and sign all requisite applications, consents, declarations, NOC, forms, affidavits, undertakings etc. as may be required for the purpose.
32. The Developer shall not be responsible or accountable to the Applicant(s) or towards any third party that may have made payments / remittances to the Developer on behalf of the Applicant(s) and such third party shall not have any right in the Villa 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 Developer in such format as the Developer may deem necessary confirming the said payment / remittance as being on behalf of the Applicant(s) for the Villa. The Developer shall issue the payment receipts only in favour of the Applicant(s). Notwithstanding any such arrangement, that the Applicant(s) has/have with any bank/financial institution, under all circumstances, the Applicant(s) is / are and shall remain solely, absolutely and directly responsible for ensuring and making all the payments due to the Developer in respect of the Villa.
33. The Applicant(s) acknowledges that he/she/they has / have seen all documents / papers in relation to the Project, including but not limited to the title documents, building plans / sanction and other approvals obtained from the Competent Authority and the present Application has been made by him after being fully satisfied about the rights, title and interest possessed by the Developer over the same, quality of construction at the Project, and with full knowledge of all laws / notifications and rules applicable to the plotted development in general and the said Project located in Gurgaon, Haryana in particular. The Applicant(s) acknowledges having inspected the relevant documents including but not limited to the title documents, sanctions / licenses / approvals obtained in relation to the Project and offer brochure / prospectus, zonal plan of the Project and this Application as available on the website of the Developer and has also taken clarifications with respect to the Project. The Applicant(s) confirms that no further enquiry or diligence in this regard shall be required by him/her/it/them at any stage in future.



Signature of the Applicant



Signature of the Co-/Second Applicant



Signature of the Co-/Third Applicant

FOR OFFICIAL USE ONLY

Receiving Officers Name & Date	
Land Area	
Built up Area	
BSP	
Discounts if any	
NBSP	
PLC	
EDC	
IDC	
PBIC	
Any other charges	

Checklist for Receiving Officer

1.	Villa Cost Details – Checked and Confirmed	
2.	Duly filled Application	
3.	Application Money details	
4.	Application Money receipt details	
5.	Applicants(s) signature(s) on all pages	
6.	PAN copy (all applicants)	
7.	Address Proof (all applicants)	
8.	Documents related to NRI / PIO / FOREIGN CITIZEN / FNIO / OCI	
9.	Documents related to Company/HUF/Partnership Firm/Trust (as per Schedule IV)	
10.	Opted Payment Plan	
11.	Remarks/Exceptions	
12.	Broker NOC	

Receiving Officers Signature	Name & Signature of Sales Head
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