

APPLICATION FORM

PHASE - III



WORLD TRADE CENTER™
NOIDA



WORLD TRADE CENTER NOIDA

Registered/Correspondence Office: GF-09, Plaza M-6, District Centre, Jasola, New Delhi – 110 025
Site Office: Plot No. TZ-13A & 13B, Sector Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh
Nagar (U.P.) Website: www.wtcnoida.org | Toll Free No.: 1800-120-4080 | E : info@wtcnoida.org

To,
M/s WTC Noida Development Company Pvt Ltd.
GF-09, Plaza M-6, District Centre Jasola, New Delhi – 110 025

Subject: Request for booking of unit at the project
named "WORLD TRADE CENTER NOIDA", ONE D".

Dear Sir(s),

I/we the undersigned, request you to book for allotment to me/ us on lease hold basis, unit in the tower named "One D" comprised in the Information Technology project named "World Trade Centre Noida" being constructed and developed by you at Plot no. TZ - 13A & 13B, Sector Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar (Uttar Pradesh).

PARTICULARS OF APPLICANT(S):

FOR BOOKING BY INDIVIDUALS, SOLE/FIRST APPLICANT (Compulsory to fill all the details)

Name _____

S/W/D of _____

Date of Birth _____ Nationality _____

Correspondence Address _____

_____ Pin _____

Contact No.: Office _____ Residence _____ Mobile _____

Fax _____ Email ID _____

Permanent Address _____

_____ Pin _____

Phone No. _____ STD/ISD Code _____

PAN # _____ Ward/Circle/Range (where assessed) _____

Residential Status: Resident Non-Resident Indian Foreign National of Indian Origin Foreign National
 Others (Please Specify) _____

Country of Residence: (Please Specify) _____

Occupation: Service Self Employed Professional Business Retired Housewife Any Other _____

Organisation Name: _____ Designation: _____

Signature of applicant(s) _____

SECOND APPLICANT (If any, compulsory to fill all the details)

Name _____

S/W/D of _____

Date of Birth _____ Nationality _____

Correspondence Address _____

_____ Pin _____

Contact No.: Office _____ Residence _____ Mobile _____

Fax _____ Email ID _____

Permanent Address _____

_____ Pin _____

Phone No. _____ STD/ISD Code _____

PAN # _____ Ward/Circle/Range (where assessed) _____

Residential Status: Resident Non-Resident Indian Foreign National of Indian Origin Foreign National
 Others (Please Specify)

Country of Residence: (Please Specify) _____

Occupation: Service Self Employed Professional Business Retired Housewife Any Other

Organisation Name: _____ Designation: _____

(FOR BOOKING BY COMPANY / SOCIETY / FIRM / ANY ENTITY)

Name of Entity _____

Name and Designation of Authorized Signatory _____

Date of Incorporation _____ Country of Registration _____

Correspondence Address _____

_____ Pin _____

Contact No.: Landline _____ Mobile _____

Fax _____ Email _____

Registered Office Address _____

_____ Pin _____

Phone No. _____ STD/ISD Code _____

PAN # _____ Ward/Circle/Range (where assessed) _____

CIN _____

Signature of applicant(s) _____

PARTICULARS OF UNIT

1. Size of the Unit: _____ Square Feet in Super Area
2. Tower Name: _____ Floor No. _____
3. Unit No. _____ Non-lockable Lockable
4. Consideration:
Basic Sales Price ("BSP")/Premium: _____/(Rupees _____
Only) Per Square Feet of Super Area. Preferential Location Charges (PLC) would be chargeable as per its applicability
5. Booking Amount: _____ /- (Rupees _____ Only)
6. Payment by cheque/draft/pay order Cheque/draft/pay order No. _____ dated _____
drawn on _____ issued in favor of
"WTC Noida". Payment by NEFT/RTGS*
UTR No/ Transaction No _____ Date _____ Bank Name _____ Branch _____
7. Payment Plan requested:
 - Payment Plan I : (95%) Down Payment Plan – With 12% P.A. Return
 - Payment Plan II : (50% DP : 25% : 20% : 5%) Flexi Payment Plan – With 11% P.A.Return
 - Payment Plan III : (20% DP and 6 Installments of 12.5 % Each) MIMM – With 10% Return
 - Payment Plan IV : Construction Linked Payment Plan with Switch Option ("CLP Plus")
 - Payment Plan V : Discounted Down Payment Plan (with 20% Discount Upfront)
8. Car parking Space is compulsory with each unit. Applicant can opt for additional Car Parking usage rights, if available:
No. of additional car park requested: One Two Three or _____
For Car Parking Usage Charges refer to the Annexure "Charges Applicable to All Plans"
9. Applicant's NEFT/RTGS details: Following details about applicant's bank account must be provided to enable the Developer to credit the returns/commitment charges (if applicable) directly to such account(s)

Particulars	Applicant - 1	Applicant - 2
Beneficiary Name		
Beneficiary Address		
Bank Account Number		
Bank Name		
Bank Branch Address		
Nature of Account (NRO/Saving/Current)		
RTGS/NEFT IFSC Code		
Applicant(s) Percentage Share in Unit		

Enclosed:

Applicant 1: One Cancelled Cheque No _____ Bank _____

Applicant 2: One Cancelled Cheque No _____ Bank _____

Signature of applicant(s) _____

***Developer's RTGS Details**

PARTICULARS	DEVELOPER'S DETAILS
Beneficiary Name	WTC Noida Development Company Pvt. Ltd.
Bank Account Number	04807630000623
Bank Name	HDFC Bank Ltd.
Bank Branch Address	Plot No.9, H&J Block, Local Shopping Centre, Sarita Vihar, New Delhi -110076
RTGS/NEFT IFSC Code	HDFC0000480
SWIFT Code	HDFC INBB DEL

Documents to be submitted by the Applicant

I/we enclose herewith, copies of following documents for your records and reference

- i. Address Proof: Ration Cards/Voter's Identity Cards/Passport/Driving License/Form 18 (for corporate entities)/ Statutory Authority Registration Certificate that contains the address of the applicant(s)
- ii. PAN Card(s)
(Additional Mandatory documents in case of artificial legal entity like Company/Society/Firm/any entity)
 - (i) Memorandum and Articles of Association/By-laws
 - (ii) Resolution in favour of signatory passed by Board/Governing Body (in original)
 - (iii) List of Directors/office bearers
 - (iv) PAN Card and Address Proof of authorized signatory
 - (v) PAN Card of Company
- (Mandatory documents in case of partners)
 - (i) Partnership Deed (Notarized copy)
 - (ii) Letter of Authority signed by all partners in favour of signatory
 - (iii) PAN Card
- (Mandatory documents in case of Foreign Nationals, PIO, NRIs and OCI)
 - (i) Passport (required) & Visa (if required)
 - (ii) RBI Permission Letter(in case of foreign national)
 - (iii) Documents regarding payment through NRE/NRO account
 - (iv) PIO/NRI/OCI Card
 - (v) TRC and Form 10F (mandatory in case of return link payment plan)

I/We have read and understood the payment plans and attached terms and conditions and undertake to be bound by the same. I / We declare that the particulars given herein are true and correct. I / We understand that this application shall be treated as complete only when this application form is duly filled and signed by applicant(s) and is supported by all the necessary documents mentioned above and other documents required by the developer from time to time along with compliance of rules / guidelines / requirements / notifications / Laws & Rules issued / established / passed by Reserve Bank Of India / Government of India / State Government / GNIDA in respect of the real estate booking & transaction. I / We understand that unsigned or incomplete application can be rejected by the Developer at its sole discretion. I understand that if the particulars submitted by me / us are found to be incorrect/ incomplete / suppressed or any vital information is concealed from you for the purpose of availing the booking in the project, then you shall have discretionary right to cancel my booking/allotment at any time without serving any notice or assigning any reason to me / us.

Signature of sole/first applicant
(With rubber seal in case of a Company)
Name of Signatory _____
Designation _____
Date: _____
Place: _____

Signature of second applicant (if any)
(With rubber seal in case of Company)
Name of Signatory _____
Designation _____

Signature of applicant(s) _____

Declaration By Dealer/Broker/Facilitator/Intermediary (if any)

I confirm that the provisional Basic Price / premium for this booking is as mentioned herein above. I further confirm that the particulars given herein above are as per details given to me by the applicant. I understand that this application shall be treated as complete only when this application form is duly filled and signed by applicant(s) and is supported by all the necessary documents mentioned above. I understand that unsigned or incomplete application can be rejected by Developer at it's sole discretion.

(i) Name of Dealer/Broker/Facilitator/Intermediary: _____ Mobile: _____

(ii) Name of Sales Person: _____ Mobile: _____ Email ID: _____

(iii) Comments(If any) _____

Signature of Dealer/Broker/Facilitator/Intermediary _____
(With rubber seal in case of a Company)

For office use only

Application received on _____ by _____

Application received by : Sales Dept. : _____

CRM Dept. _____

Special remarks (if any): _____

NOTE

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans.
- Please check the prices and payment plans applicable on the date of booking.
- Each payment plan is unique and therefore the applicant shall be governed by the payment plan chosen by the Applicant and the same shall be read harmoniously with the terms and conditions mentioned herein. In the case of any inconsistency, the terms of payment plan would prevail and the Developer's decision shall be final and binding.
- All payment through cheques/DD or any other modes are subject to realization to the account of developer.
- 1sq. ft. = 0.093 sq. mtr.

Signature of applicant(s) _____

PAYMENT PLAN - I

95% DOWN PAYMENT PLAN WITH 12% P.A. RETURN

Sl.	Installments	Stage	Payment
1.	Booking Amount	Along with the application form	Rs. 2,00,000/-
2.	1st Installment	Within 30 days date of booking	10% of the BSP less booking amount
3.	2nd Installment	Within 60 days date of booking	85% of the BSP (agreement stage)
4.	Final installment	On offer of possession	5% of BSP + IFMS + Parking Usage Charges + Stamp Duty + Registration Charges and other applicable charges.

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI / PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax as applicable shall be payable extra in accordance with prevailing law/ rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax along with corresponding installment/payment.
- (3) Payment of any installment shall be deem to be complete only on receipt of such due installment along with the applicable service tax, VAT and other taxes, duties and levies. In case the total BSP equals to or exceeds Rs. 50lacs, the Applicant shall deduct tax @1% or such rate as may be applicable under relevant provisions of the Income Tax Act 1963, and shall deposit such deducted amount to Government Account and furnish the challan to the Developer and only on receipt of such challan, the payment of relevant installment shall be deem to be complete. The Applicant opting for online payment of installments shall convey the online payment details including relevant UTR No. failing which the Applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising there from
- (4) The Developer Buyer Agreement will be executed post receipt of second installment i.e. receipt of 95% BSP mentioned herein above and completion of all necessary documentation including KYC norms.
- (5) Additional / Other charges applicable commonly to all applicants under concerned payment plan shall be payable by Applicant on proportionate area basis as per demand.
- (6) Return: Developer agrees to pay return @12%p.a. if the aforesaid 95% of the BSP, that is, up to 2nd Installment is received within 60 days from the date of Booking. Returns will accrue from the date of realization of 95% of BSP by the developer along with applicable levies and taxes but shall be released only after receipt of signed Developer Buyer Agreement and completion of KYC by the Applicant. The Return shall be payable only till 30th November 2019 or till the date of offer of possession, whichever is later.

Returns mentioned herein shall be inclusive of all taxes including Service Tax, if applicable on such returns and shall be paid after deducting TDS, as may be applicable. The return shall be paid only on the BSP received and on no other amount whether paid as charges, taxes, interest or any other amount.

In the event applicant fails to make payment of the installment by the due date then without prejudice to other rights of the Developer, the payment of the return shall be withheld by the Developer. Unless the Developer chooses to cancel the allotment of the Applicant on account of default by the Applicant, the return on the BSP already paid shall continue to accrue in favour of the Applicant however the same shall be paid only upon realization of the overdue installment along with the applicable interest, charges and taxes. The return on the overdue installment amount shall commence from the date of its realization along with payment of applicable interest, charges and taxes thereon. The returns shall be paid by Developer by 10th of next month. In case of delayed payment, the Applicant shall be liable to pay interest @18%p.a or at such rate as may be determined by the Developer on such delayed payment during the period of default.

- (7) Commitment Charges: Post handover of the possession of the Non-Lockable Unit, it is assumed that the said Unit(s) may earn a lease rental of an amount of Rs.47 per sq. ft. per Month (Inclusive of all taxes, including service tax) for his Unit from sub leasing of the unit along with the common facility and car parking, accordingly, the developer agrees to pay any deficit in the rent received / may have been received by the applicant from sub leasing of the unit, common facilities and car parking for a period of 36 (thirty six) Months from the date of offer of possession. Post completion of 36 months from the date of handover of possession, the Applicant shall be entitled only to the actual rent arising from the sub-leasing of the unit. In the event of a lease opportunity being available to the applicant is not acted upon or declined/ refused by the applicant, the Developer commitment charges mentioned above would be reduced by the amount of the rent forgone by the applicant. During the aforementioned period, the applicant of the non-lockable unit agrees to make his unit, common facilities and car parking available for sub leasing by a body, trust, society, company representing the sub lessees of non-lockable units. The commitment charges shall be paid on Monthly basis after deducting TDS if any. The Commitment charges are not payable in case of Self-Use OR the unit being a Lockable units.
- (8) In case of joint applicants, Pre-possession Return and Commitment Charges shall be payable in following proportion:

Applicant 1: _____ %

Applicant 2: _____ %

Signature of applicant(s) _____

PAYMENT PLAN - III

20% DOWN PAYMENT - MERI INVESTMENT MERI MARZI -- 10% P.A. RETURN

Sl.	Installments	Stage	Payment
1.	Booking Amount	Along with the application form	Rs. 2,00,000/-
2.	1st Installment	Within 30 days from the date of booking	10% of the BSP less booking amount
3.	2nd Installment	Within 60 days from the date of booking	10% of the BSP (agreement stage)
4.	3rd Installment	Within 6 months from the date of booking	12.5% of BSP
5.	4th Installment	Within 12 months from the date of booking	12.5% of BSP
6.	5th Installment	Within 18 months from the date of booking	12.5% of BSP
7.	6th Installment	Within 24 months from the date of booking	12.5% of BSP
8.	7th Installment	Within 30 months from the date of booking	12.5% of BSP
9.	8th Installment	Within 36 months from the date of booking	12.5% of BSP
10.	Final Installment	On offer of possession	5% of BSP + of BSP + Parking Usage Charge + IFMS + Stamp Duty + Registration Charges and other applicable charges.

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI / PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax as applicable shall be payable extra in accordance with prevailing law/ rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional / Other charges applicable commonly to all applicants under concerned payment plan shall be payable by Applicant on proportionate area basis as per demand.
- (4) The Developer Buyer Agreement will be executed post receipt of second installment i.e. receipt of 20% BSP mentioned herein above and completion of all necessary documentation including KYC norms.
- (5) Payment of any installment shall be deemed to be complete only on receipt of such due installment along with the applicable service tax, VAT and other taxes, duties and levies. In case the total BSP equals to or exceeds Rs. 50lacs, the Applicant shall deduct tax @1% or such rate as may be applicable under relevant provisions of the Income Tax Act 1963, and shall deposit such deducted amount to Government Account and furnish the challan to the Developer and only on receipt of such challan, the payment of relevant installment shall be deemed to be complete. The Applicant opting for online payment of installments shall convey the online payment details including relevant UTR No. failing which the Applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising there from.
- (6) Return: The Developer agrees that with effect from the date of realization of second installment (i.e., with effect from the date of realization of 20% of basic price / premium) to developer's account, the developer will pay returns @ 10% (Ten Percent) per annum to the Applicant on the amount of basic price/premium received by the Developer. For the Applicant who intends to accelerate the payment of balance basic price / premium, the Developer agrees to pay enhanced return in following manner: if 95% Basic Price / Premium is received along with applicable service tax (i) within 12 months from the date of booking, the Developer agrees to pay return @12%p.a. or (ii) within 18 months from the date of booking, the Developer agrees to pay return @11.5%p.a. or (iii) within 24 months from the date of booking, the Developer agrees to pay return @11%p.a. or (iv) within 30 months from the date of booking, the Developer agrees to pay return @10.5%p.a.. Alternatively, the return may be enhanced by expediting the payment of basic price/premium in the following manner: the applicant shall be entitled to an additional return @0.5% (half percent) per annum for each installment that is prepaid at any stage along with payment of a due installment of that stage. The installment prepaid shall be deemed to be the last installment payable and all other installment shall be due and payable as per the payment plan. Notwithstanding anything mentioned aforesaid, the maximum return payable under this plan shall not exceed 12% per annum of the basic price/premium received. The enhanced return shall be payable only if the entire installment amount is prepaid and not on any prepayment of portion of installment and shall be paid from the date of receipt of such repaid installment. Returns will accrue from the date of realization of 20% of BSP by the developer along with applicable levies and taxes but shall be released only after receipt of signed Developer Buyer Agreement and completion of KYC by the Applicant). The Return shall be payable only till 30th November 2019 or till the date of offer of possession, whichever is later. Returns mentioned herein shall be inclusive of all taxes including Service Tax, if applicable on such returns and shall be paid after deducting TDS, as may be applicable. The return shall be paid only on the BSP received and on no other amount whether paid as charges, taxes, interest or any other amount. In the event applicant fails to make payment of the installment by the due date then without prejudice to other rights of the Developer, the payment of the return shall be withheld by the Developer. Unless the Developer chooses to cancel the allotment of the Applicant on account of default by the Applicant, the return on the BSP already paid shall continue to accrue in favour of the Applicant however the same shall be paid only upon realization of the overdue installment along with the applicable interest, charges and taxes. The return on the overdue installment amount shall commence from the date of its realization along with payment of applicable interest, charges and taxes thereon. The returns shall be paid by Developer by 10th of next month. In case of delayed payment, the Applicant shall be liable to pay interest @18%p.a. or at such rate as may be determined by the Developer on such delayed payment during the period of default.
- (7) Commitment Charges: Post handover of the possession of the Non-Lockable Unit, it is assumed that the said Unit(s) may earn a lease rental of an amount of Rs.47 per sq. ft. per Month (Inclusive of all taxes, including service tax) for his Unit from sub leasing of the unit along with the common facility and car parking, accordingly, the developer agrees to pay any deficit in the rent received / may have been received by the applicant from sub leasing of the unit, common facilities and car parking for a period of 36 (thirty six) Months from the date of offer of possession. Post completion of 36 months from the date of handover of possession, the Applicant shall be entitled only to the actual rent arising from the sub-leasing of the unit. In the event of a lease opportunity being available to the applicant is not acted upon or declined/ refused by the applicant, the Developer commitment charges mentioned above would be reduced by the amount of the rent forgone by the applicant. During the aforementioned period, the applicant of the non-lockable unit agrees to make his unit, common facilities and car parking available for sub leasing by a body, trust, society, company representing the sub lessees of non-lockable units. The commitment charges shall be paid on Monthly basis after deducting TDS if any. The Commitment charges are not payable in case of Self-Use OR the unit being a Lockable units.
- (8) In case of joint applicants, Pre-possession Return and Commitment Charges shall be payable in following proportion:

Applicant 1: _____ %

Applicant 2: _____ %

Signature of applicant(s) _____

PAYMENT PLAN - V

Discounted Down Payment Plan (With Upfront 20% Discount)

Sl.	Installments	Stage	Payment
1.	Booking Amount	Along with application	Rs.2,00,000
2.	Ist Installment	Within 30 Days from the date of booking	10% of BSP Less booking amount
3.	IInd Installment	Within 60 Days from the date of booking	85% of BSP (Agreement Stage)
4.	Final Installment	On offer of possession	5% of BSP + IFMS + Car Parking Usage Charge + Stamp Duty + Registration Charges and other applicable charges. charges

- (1) 'Date of Booking' refers to the receipt of application complete in all respects along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule.
- (3) Payment of any installment shall be deem to be complete only on receipt of such due installment along with the applicable service tax, VAT and other taxes, duties and levies. In case the total BSP equals to or exceeds Rs.50lacs, the Applicant shall deduct tax @1% or such rate as may be applicable under relevant provisions of the Income Tax Act 1963, and shall deposit such deducted amount to Government Account and furnish the challan to the Developer and only on receipt of such challan, the payment of relevant installment shall be deem to be complete. The Applicant opting for online payment of installments shall convey the online payment details including relevant UTR No. failing which the Applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising there from.
- (4) The Developer Buyer Agreement will be executed post receipt of second installment i.e. receipt of 95% BSP mentioned herein above and completion of all necessary documentation including KYC norms.
- (5) Additional/Other charges applicable to the applicant(s) either at the time of booking or in future including IFMS, stamp duty, registration charges shall be payable by the Applicant as per the demand by the Developer.
- (6) The Applicant under this Payment Plan shall be entitled to a discount of 20% on the applicable BSP only if he pays 95% BSP within 60 days from the date of booking. The amount of discount shall be adjusted proportionately over the installment. Under this payment plan, the Applicant shall not be entitled for any return.
- (7) Commitment Charges: Post handover of the possession of the Non-Lockable Unit, it is assumed that the said Unit(s) may earn a lease rental of an amount of Rs.47 per sq. ft. per Month (Inclusive of all taxes, including service tax) for his Unit from sub leasing of the unit along with the common facility and car parking, accordingly, the developer agrees to pay any deficit in the rent received / may have been received by the applicant from sub leasing of the unit, common facilities and car parking for a period of 36 (thirty six) Months from the date of offer of possession. Post completion of 36 months from the date of handover of possession, the Applicant shall be entitled only to the actual rent arising from the sub-leasing of the unit. In the event of a lease opportunity being available to the applicant is not acted upon or declined/ refused by the applicant, the Developer commitment charges mentioned above would be reduced by the amount of the rent forgone by the applicant. During the aforementioned period, the applicant of the non-lockable unit agrees to make his unit, common facilities and car parking available for sub leasing by a body, trust, society, company representing the sub lessees of non-lockable units. The commitment charges shall be paid on Monthly basis after deducting TDS if any. The Commitment charges are not payable in case of Self-Use OR the unit being a Lockable units.
- (8) In Case of Joint Applicants, the commitment charges shall be payable in the following proportion:

Applicant 1: _____ %

Applicant 2: _____ %

Signature of applicant(s) _____

CHARGES APPLICABLE TO ALL PLANS

Depending on the Industry practice, expenses incurred by the developer in making available various amenities and facilities and cost incurred in installing and providing equipment and facilities over and above the general specification, the Developer may charge from time to time or at the time of offer of possession such charges, expenses, levies, etc. which may include but not limited to:

1. In addition to the BSP, the Applicant shall be liable to pay an estimated additional amount of Rs. 300,-/ (Rupees Three Hundred) per sq. ft. of super area that may include the following: ;
 - a. External or internal electrification, sub-stations, transformers and/or Power Back-up Installation;
 - b. Pollution control equipment including ETP and STP as well as firefighting equipment;
2. Escalation of the cost of land allotted by GNIDA either on the order of a court or otherwise
3. Expenses incurred towards maintenance and operation of the buildings and various facilities therein and security deposit towards such operation and maintenance cost that may include IFMS and Sinking Fund;
4. Car Parking: Car parking is compulsory with ever unit in the ratio of one car park for every 1000 sq. ft. super area or on pro-rata. The car parking usage charges shall be calculated as follows and accordingly the Applicant shall be liable to pay the car parking usage charges based on the size of the unit.
 - a. One time A lump-sum Usage Charges of Rs. 360,000 for every car park plus applicable taxes; OR
 - b. Car Parking Usage Charges of Rs. 1,80,000/- for 9 years for every car park plus applicable taxes
5. Car Parking option as mentioned in point no. 4 above can be opted by the applicant at the time of offer of possession and charges applicable shall be payable accordingly.
6. WTC Business Club: All allottees shall also be eligible to apply for WTC Business Club Membership, on charges as applicable;
7. Stamp duty, registration charges, any other government charges, premium (as applicable) and Legal charges shall be extra and shall be payable by the applicant at the time of possession;
8. One time lease rental @Rs. 100 per square feet of super area of the Unit;
9. For the purpose of this application form- 1sq. ft. = 0.093 sq. mtr.
10. WTC service charge: Rs. 2.00 per square feet/ per month (all charges on actual plus 20%Admin and overhead charges). WTC service charges are fixed for the first three years from the date of offer of possession and thereafter will be revised.
11. Any other charges that may be levied by GNIDA or any other relevant authorities on the Plot or the Project.

Signature of applicant(s)_____

TERMS AND CONDITIONS

The following terms & conditions and the payment plans attached herewith form an integral part of the application for booking of "Unit" in the tower named "One D" of the project named 'World Trade Center Noida' being constructed & developed at an IT Project situated at TZ-13A & 13B, Sector- Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh (i.e., said plot) by M/s WTC Noida Development Company Private Limited ("Developer") or its holding, subsidiary or its affiliate company.

1. Greater Noida Industrial Development Authority (GNIDA) has allotted on leasehold basis a site for IT / ITes purposes situated at TZ-13 B, Sector- Tech Zone, Greater Noida Industrial Development Area, District Gautam Budh Nagar, Uttar Pradesh ("Plot") to M/s. Balaji I.T. Parks Pvt. Ltd. (land owner) Having its office at 1013, New Delhi House, Barakhamba Road, New Delhi – 110001. In pursuance of the arrangement with land owner company M/s. WTC Noida Development Company Pvt. Ltd. is entitled to develop, construct, sell and market the Project / area being constructed and developed on the Plot.
2. Since M/s. WTC Noida Development Company Pvt. Ltd. ("Developer") in arrangement with the landlord, M/s Balaji I.T. Parks Pvt. Ltd. is entitled to accept advance(s) from the applicants and execute documents including agreement in respect of the space/ units to be constructed in the Tower(s) in the Project. Accordingly, the Developer is entitled to receive/collect this application and also receive payment mentioned in the payment plans.
3. The Applicant(s) hereby acknowledges that before booking of the Unit in the said project, he has checked, verified and appraised himself with all laws, rules, regulations, notifications, circulars, policies, government resolutions, orders of Government including those of GNIDA applicable on said plot & on said Project. The applicant has fully satisfied himself about the interest and the title of the developer in the said Plot and has understood all limitations and obligations in respect thereof. The applicant has also perused the building plan, site plan, layout as well as general specification of the project and have satisfied himself before applying for the booking of the unit.
4. The Applicant(s) understands, acknowledges and agrees that building plans for the Project; specifications and size of the Unit; quality, standard & quantity of material to be used in construction of the Project and nature of facilities to be provided in the Project, shared with the Applicant(s) are tentative and may undergo change during the construction and development of the Project. The Applicant further agrees that the Developer may affect such variations, additions, alterations, deletions and modifications to the plans, specifications and facilities as may be appropriate either on the advice or direction of the consultant/architect and as may be approved by any competent authority.
5. The Applicant agrees that this Application is a mere request by the Applicant(s) for booking of the Unit and merely submission of the application for booking shall not automatically entitle the Applicant to the Unit or create any right or interest in the Unit in favor of the Applicant. The Developer reserves the right to reject the application of the Applicant(s) without assigning any reason thereof. The Applicant agrees and acknowledges that mere submission of the application and encashment of the booking amount creates no interest of the Applicant in the Unit unless the Developer Buyer Agreement is executed between the Developer and Applicant. Notwithstanding the encashment of cheque/demand draft/pay order for the booking amount, in case the Developer rejects the application for booking of the Unit due to any reason whatsoever, the refund of the amount received from the applicant(s) without any interest shall be complete discharge of all obligations towards the Applicant(s) on the part of the Developer. The Applicant(s) thereafter shall have no other right, claim or interest of whatsoever nature in the Unit or against the Developer.
6. The Applicant(s) has clearly understood that this application is not an assurance or offer of allotment or allotment or an Agreement to Sell or Agreement to Sub-Lease or a Developer Buyer Agreement and the applicant(s) do not become entitled to any allotment in the Project notwithstanding the fact that the Developer may have issued a receipt in acknowledgement of the booking amount. The booking shall be deemed to be accepted by the Developer only after the applicant(s) signs and executes the "Developer Buyer Agreement" ("DBA" / "Agreement") in the Developer's standard format and the applicant agrees to abide by its terms and conditions.
7. The amount equivalent to 20% (twenty percent) of BSP shall be deemed to be 'earnest money' for Unit being booked by applicant(s) in the Project to ensure compliance with the terms and conditions mentioned herein as well as for compliance with the terms of the Agreement to be executed with the Developer. In case, applicant(s) violates any term or condition of this Application/Agreement including default in payment of BSP or other charges as per the payment plan and/or this Application / Agreement or as per the demand of the Developer or fails to sign or execute the Agreement and other documents/agreements in the Developer's standard format within the prescribed timeline, the Developer shall have the right to cancel the booking after notice of such cancellation and forfeit the earnest money, recover the brokerage paid to the broker and also recover promotional expenses incurred in respect of the Applicant's booking along with applicable service tax on such amounts, if any.
8. Prior to dispatch/execution of the Developer Buyer Agreement and subject to provision of Cl. 9 herein, if the Applicant(s) wishes to withdraw the application or reduce the size of the Unit booked or his booking is cancelled for any reason including his misrepresentations /non-compliance of terms & conditions / incompleteness of this Application Form, then the Applicant(s) shall be liable to pay Rs.30,000/- (Rupees thirty thousand only) along with the applicable taxes. In the event of withdrawal of the application/cancellation of the booking prior to execution of Agreement, the Applicant(s) shall not be entitled to receive any return.
9. On receipt of the threshold amount indicated in the respective payment plan for execution of the Developer Buyer Agreement, the Developer shall send the Developer Buyer Agreement to the Applicant for execution/ signing. The Applicant agrees to dispatch the executed Developer Buyer Agreement such that it reaches the Developer within 30 days of its dispatch by the Developer failing which the Applicant shall be bound by the terms of the Developer Buyer Agreement related to forfeiture of the Earnest Money and the brokerage and promotional expense. Failure to execute the Developer Buyer Agreement and remit the signed copy of the Developer Buyer Agreement within specified timeline shall constitute breach of terms and conditions and the Developer shall be entitled to cancel the booking after forfeiture of the Earnest Money. Returns payable as per the payment plans opted by the Applicant shall be paid only upon execution of the Developer Buyer Agreement and receipt of the same by the Developer.
10. If after the execution of the Developer Buyer Agreement, the Applicant chooses to cancel or terminate the Developer Buyer Agreement, the developer shall be entitled to forfeit the earnest money equivalent to 20% of the BSP, brokerage (if any) paid or payable by developer for applicant's booking, promotional expenses incurred in respect of the Applicant's booking along with applicable service tax, (if any) with interest thereon. Alternatively, the Developer may deduct the aforesaid amount including the brokerage and promotional expenses from the amount paid by the Applicant(s) and refund the balance amount, if any. However, the Applicant may submit a 'No Objection Certificate' issued by broker (if any) to the effect that the Broker will not claim any brokerage from Developer in respect of Applicant's booking or if he may have received the brokerage till that time, he will refund the same to the Developer then the Developer will not deduct brokerage. However, after execution of Developer Buyer Agreement, the Applicant will be entitled to a return as specified in the payment plan opted by the Applicant(s) from the date when he paid the minimum amount of BSP alongwith the applicable service tax that entitles the Applicant(s) to the applicable return under such payment plan till date of receipt of request of withdrawal/cancellation. In the event of termination of the Developer Buyer Agreement, the developer shall be entitled to make appropriate adjustments from the returns to adjust the amounts due and payable by the applicant in the event of termination of cancellation of the Developer Buyer Agreement as mentioned above. Such deductions shall be binding on the applicant.
11. The Applicant(s) acknowledges that the size of the Unit mentioned in application is tentative and the same will be finalized only on the completion of the construction and development of the building. The final allotment and calculation of the size of the unit will be done at the time of Offer of Possession and appropriate adjustments shall be intimated in the letter of offer of possession.
12. All taxes, levies, statutory charges, fees etc. (by whatever names they be called) applicable on the Unit or on any payment made or to be made by Applicant(s) shall be borne & paid by Applicant(s). Further if any taxes, levies, statutory charges, fees, escalation etc. is imposed/ payable on the Plot/Project, Applicant(s) shall pay the same in proportion to the super area of the Unit.

Signature of applicant(s) _____

13. The timely payment by Applicant(s) of installments of BSP and other charges, taxes, duties, levies, fees, etc., as per payment plan opted by Applicant(s) or as demanded by the Developer is the essence of this transaction. The Applicant shall not be entitled to withhold the payment of due installment for any reason and any delay in payment beyond the due date shall be subject to levy of penal interest in addition to other rights available to the Developer in case of breach. In case Applicant(s) fails to pay any of the installments/charges/fees, etc. in time, the Developer may at its discretion cancel Applicant(s) booking/allotment and forfeit the earnest money, brokerage paid/payable in respect of such booking/allotment from the money received from the Applicant and promotional expenses incurred and balance, if any, will be refunded to the Applicant(s). The Developer may opt to continue the booking/allotment and allow the Applicant(s) to make payment of defaulted amount along with interest at the rate of 18% per annum or such rate as determined by the Developer from time to time for delayed period and such act of the Developer to continue the booking/allotment shall not deem to constitute waiver of the default committed by the Applicant(s). The time lines for performance of obligations of the applicant are sacrosanct and binding and delay, if any shall entitle the developer to exercise the rights mentioned in this clause.
14. The Applicant(s) shall make all payments towards BSP and other charges for the Unit by way of cheques/drafts/pay orders issued in favour of "WTC Noida" (payable at New Delhi), a unit of WTC Noida Development Company Pvt. Ltd. or in such name as informed by the Developer from time to time. For all cheques/drafts/pay orders or any other mode of payment the date of realization shall be taken as the actual date of payment by the applicant. In case any instrument issued by the Applicant(s) is dishonored for any reason whatsoever, the Applicant(s) agrees that dishonour of such instrument tantamount to breach of the terms of Application and the Developer shall be entitled to cancel the booking/allotment of the Unit at any stage or at its sole discretion may accept another cheque towards such defaulted amount subject to such terms and conditions as it may specify including levy of appropriate charges as well as interest for delayed payment.
15. In case the Applicant(s) opts for a payment plan with return, the Applicant(s) shall be entitled to get returns as per the terms and conditions of the said payment plan, provided the Applicant(s) has not committed default in payment of installment and/or other charges, fees, etc. in accordance with said plan or as demanded by the Developer. In terms of clause stated hereinabove, only upon receipt of the signed copy of the Developer Buyer Agreement complete in all respects and completion of KYC norms, the returns shall be paid to the Applicant. In case of failure to execute the Developer Buyer Agreement or failure to send it to the developer or default in payments of any amount by Applicant(s), developer shall be entitled to charge interest at the rate of 18% p.a. on the delayed amount and may at its sole discretion withhold the payment of returns till such time the executed version of Developer Buyer Agreement complete in all respect is returned to the developer or the outstanding amounts along with the interest remain unpaid. In the event the applicant defaults in making the payment of the due amounts, applicable interest, charges and interest, the developer at the sole option be entitled to deduct or make adjustments of such amounts from the returns payable by the developer to the applicant. The Developer shall not be liable to pay any return as per the payment plan if any amount is outstanding as instalment, interest, charges as per the payment plan or as may be demanded by the Developer or the Applicant fails to execute any document within prescribed timeline or fails to furnish any documents/particulars as may be demanded by the Developer from time to time. The return on the amount already realized shall continue to accrue in favour of the applicant however the same shall be payable only upon cure of default by the Applicant including clearance of the due installment along with the applicable interest, charges and taxes. The return on the due installment amount shall commence from the date of realization of the due installment, applicable interest, charges and taxes. The returns shall be paid by developer by the 10th of next month.
16. In case of non-lockable units, the developer shall endeavor to provisionally allot unit on or before the time of execution of the Developer Buyer Agreement subject to the terms and conditions of this application as well as the Developer Buyer Agreement. If for any reason Developer is unable to continue with the allotment of the Unit, the Developer may change the allotment and intimate the Applicant about such change in allotment. If the unit applied is not available, the Developer shall be entitled to allot any other unit and the Applicant agrees to be bound by the decision of the Developer notwithstanding its size and location. This allotment shall be valid only in respect of the Applicant(s) who has complied with the terms and conditions of the application and Developer Buyer Agreement and has not defaulted in payment of BSP in accordance with the payment plan opted by the Applicant(s) and other charges payable by the applicant to the developer as and when demanded by the developer and has executed the Developer Buyer Agreement within the time stipulated herein.
17. Subject to compliance of all terms & conditions mentioned herein as well as mentioned in the Agreement and also subject to payment of BSP & other charges applicable on the Unit by Applicant(s), under the relevant payment plan chosen by the Applicant, the developer shall effect/cause execution of Sub-Lease Deed or any other Deed as may be made applicable by the concerned authority of the Unit for such period and on such terms as prescribed by GNIDA or any other authority having jurisdiction over the Project. All expenses including Stamp Duty, Registration Fee, legal and miscellaneous charges involved in its execution and registration including renewals thereof (if any) shall be borne by Applicant(s). The Applicant(s) shall be bound by the terms of such Sub-Lease Deed and shall be liable for any non-compliance with the terms of such Sub-Lease Deed and agrees to indemnify the Developer in respect of any claim or loss or consequences arising on account of his default/breach. In case of any failure of the Applicant(s) to execute and register the Sub-Lease Deed within 30 days of request for registration, the Developer shall be released of all its liabilities including liability to pay any return / charges as per the payment plan and the Applicant(s) shall be solely responsible for any damage/loss to the entitlement /ownership of leasehold rights of his allotted Unit. On execution and registration of the Sub-Lease Deed, the Applicant(s) shall have exclusive leasehold right to the Unit and shall be solely and exclusively entitled to the benefit arising out of the Unit as well liable for any obligation or liability attached to the Unit. It is clarified that in addition to the rights mentioned herein, the developer shall also have right to impose holding charges of Rs. 5 per square feet of super area per month on the applicant who fail to accept the handover of the possession of the unit or fails to execute the Sub-Lease Deed within the time period as may be intimated by the developer.
18. Since the Project is a large project, the Developer shall construct and develop the same in phases. Irrespective of whether construction of other phase(s) is complete or not, Developer may offer possession of the Unit subject to completion of construction of the phase wherein the Unit is situated. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining phases of the Project. Services necessary for the use and operation of the Unit such as electricity and water shall be available at the time of offer of possession subject to payment of all the charges and installments and compliance by applicant to the terms of the application and Developer Buyer Agreement, however other services / facilities shall be completed and provided only after completion of construction and development of all phases of the said Project. The Developer responsibility to provide services shall be limited to providing a common tapping point at each floor and the allottee shall at its own cost and expense arrange for drawing these services from such common tapping point to their individual Unit. Occupancy certificate or completion certificate shall not be a precondition to offer of possession for commencing fit out / interiors by the allottee, if the tower / building is ready and basic amenities are in place.
19. The Developer will give possession of the unit on super area basis comprising of built up area and usage right in common shared spaces including common utilities / facilities provided / to be provided in the project after completion in its entirety. Possession of the Unit shall be offered in unfurnished condition & bare shell condition. Allottee shall do fit out / interiors on their own. Applicant(s) shall be entitled only to the built up area/ covered area of said Unit.
20. The Developer shall endeavor to offer possession of the Unit with leasehold rights till 30th November 2019 plus additional grace period of 12 (twelve) months. If construction of Tower(s) in the Project is delayed due to any reason beyond the control of Developer or due to any act of God or force majeure or as a result of any Act, Order, Rule etc. of the government, court or any other public authority, then the date of offer of possession shall be extended by the duration of such event and impact. In the event the developer delays in offering the possession of unit within the period as mentioned herein, the developer shall be granted the said grace period of 12 months.
21. 'Force Majeure' means a condition or situation beyond the control of Developer including but not limited to act of God (like flood, earthquake, fire), act of government and government departments (like passing of any law, order, refusal, delay or withdrawal or cancellation sanctions/approvals necessary for development, construction or operation of the Complex, cancellation of allotment of Plot), act of human beings (like riots, strikes etc.); shortages (like shortages of labour, material, etc.), act of courts/tribunals (like passing of any injunction/directions/orders, etc.), and if the situation of Force Majeure continues for six months, the developer will be free to take necessary steps including abandoning of project.

Signature of applicant(s) _____

22. The Applicant(s) may transfer/assign his rights/claims/interests in the Unit before the execution of the conveyance deed subject to the terms and condition laid by the Developer in this regard including payment of administrative charges and transfer charges @ of 1.5% of the BSP and applicable taxes for facilitating transfer, or as may be determined by the Developer from time to time. However, there will be no charges for first transfer/assignment of the Unit. Any transfer/assignment of the Unit shall be permitted only after the execution of the Agreement between the Developer and the Applicant. Any addition of a new party and deletion of an existing party after execution of the Agreement shall be deemed as transfer for the purpose of this clause and shall be subject to the terms mentioned in this clause. Further, any request for change in the booking including but not limited to change in the status of the applicant(s) in the agreement or order of the applicant(s) in case of joint applicant or modification in interest of the applicant shall be subject to approval of the Developer and as per the policies of the Developer that may include levy of appropriate charges/fees. First request for Addition/Deletion of the name in/from the application form shall be acceptable only before the agreement provided such addition/deletion is within the blood relation (comprising of spouse, children and dependent parents) without any charge for such addition or deletion.
23. In case any applicant opting for the Non-lockable Unit intends to convert the Unit into Lockable, he shall submit the request for such conversion prior to the allotment of the Unit and the Developer may, in its absolute discretion, reject request or convert the booking of non-lockable Unit into Lockable Unit provided however, all the costs on such conversion shall be borne by the Allottees and allottee shall be bound by such terms and conditions as may be prescribed by the Developer. Such converted Unit will be at a floor/tower/location different from the original location and the Allottees shall have no objection to such relocation.
24. The Unit booked herein being part of an IT Project named as "WTC Noida" can be used only for IT / ITes activities as may be accepted/approved by Government of Uttar Pradesh and GNIDA or any other local authority.
25. The Developer shall always be free to raise/construct additional floor/units in the building or any additional structure in the Project, subject to grant of approval by concerned authority and to allot/transfer the same to any person(s) on such terms and conditions, which the Developer may deem fit and proper. The Applicant acknowledges that the developer may change the lay-out plans, building plans and/or floor plans of buildings/structures in said Project and the Applicant agrees to be bound by such changes and modification. The Applicant further acknowledges and undertakes to furnish no-objection to such modification on request of the Developer.
26. The Developer is hereby permitted to raise finance/loan from the financial institution/bank by way of mortgage/charge/security of the Project as well as receivables against applicant(s) Unit provided that the Unit shall be free of encumbrance at the time of execution of the Sub-Lease Deed in favor of the Applicant(s).
27. The Applicant(s) understands that the expression 'Lockable Unit' shall mean a self-managed space enclosed within walls with door for ingress/egress and capable of being locked and the expression 'Non-Lockable Unit' shall mean a self-managed space through the representative body/Legal entity and such space though identified but not demarcated by walls or any other material from the adjacent units. The Lockable Units by their nature are capable of being used independent of other units whereas the Non-Lockable units can be used with adjacent units to create a larger space, which may extend to the whole or part of the entire floor plate. The applicants opting for lockable units shall be required to undertake at their own cost the interior works and fit out as per the fit out and building usage guidelines. The applicants opting for Non-Lockable units acknowledges and undertake not to create any walls or partition around their units and also shall not create any obstacle to the use of the respective unit as part of the larger space/floor. The interior fit out works shall be undertaken either by the representative body/entity on behalf of the non-lockable units applicants or the occupant, as the case may be, however, the developer shall not be liable in this regard.
28. BSP for the Unit and all other charges including CAM charges shall be calculated on the basis of 'super area'. 'Super area' includes the built up area of the Unit and proportionate share of common areas/spaces in said complex.
29. In addition to BSP the applicant(s) has also agreed to pay, wherever applicable, charges for right to use car parking space in the Project, electrification, water, sewage facility, solid waste collection and other connection charges and power back up charges and other charges, one time lease rent, if applicable, as may be intimated by developer and/ or GNIDA or any other competent authority. In addition the Applicant may also be liable to pay additional charges as and when demanded by the Developer, club usage charges, charges towards insurance of building & structure and any other charges/levies as determined by the developer from time to time shall be payable by the Applicant(s) proportionate to the area of the Unit.
30. Applicant(s) understand and agrees that following charges shall always be attached to the Unit and shall be recurring in nature:
 - a. Common area maintenance charges (i.e., CAM) for providing common services and facilities in said space.
 - b. Contribution to Sinking Fund [This fund will be used for major repairs or replacement or purchase of new equipment for common use]
 - c. Interest Free Maintenance Security
 - d. Car parking usage charges, if applicable and maintenance charges applicable thereto
 - e. Charges for consumption of water, electricity and other amenities as may be provided by the Developer;
 - f. Cost of insurance of building of said complex;
 - g. Any other charges as may be determined by the developer and/or maintenance agency from time to time.

Charges mentioned herein shall be payable to developer/maintenance agency nominated/appointed by developer for rendering common services in said complex. These charges shall be in accordance with then prevailing industry standards. These charges shall be payable with effect from expiry of thirty days from the date of offer of possession by Developer. However, during the period of commitment charges, if applicable, Cam Charges mentioned herein shall be paid by the occupant of the unit (including allottee, in case of self use) from the date of occupancy and by the developer, if the unit is not occupied. The developer shall be released of its liability to pay the CAM charges if the Unit remains unoccupied due to any act, omission or refusal of the sub-lessee/allottee to sub-lease his unit.
31. The list of charges mentioned in clause 29 and 30 herein are only indicative and not exhaustive and shall be determined by the Developer. These charges/deposits shall be levied as prescribed by the Developer and/ or as per then prevailing industry standards. These charges along with any delayed payment charges, if applicable, shall be payable by the allottees as and when demanded by the Developer and/or GNIDA.
32. For the purpose of efficient administration and use of the non-lockable units of the allottees in terms of renting/leasing and distribution of lease/ rent/benefits and maintenance of the units, the applicant for non-lockable units agree to form an appropriate representative body/entity of their choice, that may include an incorporated body or a trust or society, that will be appropriately authorized by each of the participating allottee to enable leasing/renting of the non-lockable units as well as to enable collection and distribution of rent and other income arising out of such units amongst the participating allottees. Such representative body/entity shall always remain under control of the participating allottees and shall be governed by terms and conditions prescribed and adopted by the participating allottees. Notwithstanding the creation of separate representative body/entity, each of the participating allottees shall be liable and responsible for compliance with the terms of this application form as well as Developer Buyer Agreement and the Sub-Lease Deed to be executed on a later date. Such participating allottees shall also consent to and abide by the rules, regulations and bye laws of such representative body and execute such documents, deed etc required for creation and management of such representative body. All the costs, expenses, legal fee and administrative charges for creation and management of the representative body shall be payable by all the allottees on proportionate basis from time to time. Allottee(s) understand that failure to create such representative body/entity may adversely impact the leasing and maintenance of the units and the Developer shall in no way be responsible for the consequences arising on account of such defaults of the allottees. The income arising out of the leasing of the units of the floors shall be distributed amongst the participating allottees in the equitable manner that may include distribution of revenue and costs in proportion of the area contributed by the participating allottees.

Signature of applicant(s) _____

33. The Developer may assist the allottees with setting-up of the representative body / trust / society provided the Allottees agree to cooperate with the developer, including execution of necessary documents in this regards provided that cost of setting-up and managing the representative body shall be borne by the Allottees. The Developer will make effort / assist the allottees with leasing / renting of their units for which allottees agree to incur all expenses, charges and fees as may be applicable on leasing / renting of their space/unit. The allottees / their representative body / Trust / Society hereby grants permission to the developer for taking all measures / steps that may be required and necessary in the process of leasing / renting of their units to interested tenants on the terms & conditions, rate of rent, tenure of lease / rent period and other commercial terms as mutually may be agreed with the interested tenants keeping in view the then market conditions / circumstances in respect of the locality where the unit is situated. The allottee agrees to ratify such lease deal / rent deal / transaction as and when required by the developer or the interested tenant and will assist in all possible ways so that the interested tenant shall not suffer after the deal has been materialized.
34. In case of abandonment of project by the Developer due to cancellation of the project approvals/permits by the competent authority or for any other reason or the Developer is not in a position to allot/deliver the possession of the Unit, the Developer liability shall be limited to refund of the amount paid by the Applicant and the Developer shall not be liable for any other compensation/damage. The Applicant(s) do hereby undertakes that the decision of the Developer in this regard shall be conclusive, final and binding on the Applicant(s). Upon payment of the aforesaid amount, the allottee shall have no right in the Unit/Project.
35. Foreign or NRI/PIO applicant(s) shall be solely responsible to comply with necessary formalities as laid down in Foreign Exchange Management Act, Reserve Bank of India Act and/or any other law governing investment by such applicant in immovable property in India including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of applicant(s) to ensure that payment is remitted only through authorised accounts/channels. In case it is ever found that any provision of any applicable law is not complied with, booking/allotment of unit shall be liable to be cancelled and in such a situation developer shall be entitled to forfeit earnest money and deduct the brokerage paid /discount granted in respect of such booking and refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer for unit. The Developer shall have all rights to reject any application of any foreign national / NRI / PIO in case there is deficiency in statutory compliances on their part. As per the Govt. guidelines, foreign nationals of Pakistan, Iran, Afghanistan, Bhutan, Nepal, Sri Lanka and Bangladesh are prohibited from buying any immovable property in India and application made by national of such country is liable to be rejected.
36. The Developer shall send all letters/notices and communications to the sole/first applicant(s) at his address given in the application form through registered/speed post or through courier or to the registered mail id or to registered mobile number. All such letters/notices and communications so sent to the sole/first applicant(s) shall be deemed to have been duly received by all applicants within 5 (five) days from the date of dispatch or on the same day in case of electronic communication. Developer shall not be liable to send separate communication, letters and notices to the second applicant(s) or to applicant(s) other than the first applicant(s) and service to first applicant shall be deemed to be service to all applicant(s) in case of joint application. In case of any change in the address of notice and/or communication or mail id or mobile number mentioned in application form, it will be the responsibility of the Applicant(s) to intimate the same to the Developer in writing at the earliest, and the Developer will not be responsible for non-receipt of communication by the applicant on account of change in the address of notice. It shall be the responsibility of the Applicant(s) to pay the installment amounts as per the payment plan opted by him and the Developer shall not be under any obligation to send demand letters or reminder to such effect.
37. No one, (including any broker/dealer or even any employee of developer) is authorised to make any concession in any of the terms and conditions contained herein except by written amendment duly signed by both the Developer and the Applicant. Developer shall not be bound by any oral or written commitments beyond the scope of these terms and conditions made by any person including any broker or employee of Developer.
38. Applicant (s) agrees and understands that these General Terms and conditions are not exhaustive in nature and Developer shall have the right to effect changes / amendments at any time till the execution of the Developer Buyer Agreement as per requirement and the applicant(s) shall be under obligation to abide on intimation of the same. The Applicant has understood that all the Annexures/ enclosures / attachments / Payment Plans are part of this Application Form and the Notes, Terms & Conditions attached to them separately shall form part of these general terms & conditions of this Application Form.
39. For all intents and purposes including for interpretation of these terms and conditions a word or an expression which denotes a natural person shall include an artificial person (and vice versa), any one gender shall include other genders, singular shall include plural (and vice versa).The word Applicant or Applicants denotes its singular as well as plural form.
40. In case of any dispute between the parties hereto (including their successors) concerning this application or its terms and conditions or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator nominated/appointed by Developer. Venue of arbitration shall be at New Delhi. Arbitration shall be conducted in accordance with Indian Arbitration and Conciliation Act, 1996 and amendments thereof.
41. Since the Unit is situated in India and is subject to Indian laws, the Applicant shall be deemed to have been solicited in India and therefore agrees to subject himself to and be bound by Indian laws only.
42. This application and the transaction contained herein shall be governed by laws of India and only the Courts at Delhi shall have exclusive jurisdiction in all the matter arising out of and/or concerned with this application and transaction contemplated herein.

Signature of sole/first applicant
(With rubber seal in case of a Company)

Name of Signatory: _____

Designation: _____

Date: _____ Place: _____

Signature of second applicant (if any)
(With rubber seal in case of a Company)

Name of Signatory: _____

Designation: _____

Date: _____ Place: _____



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