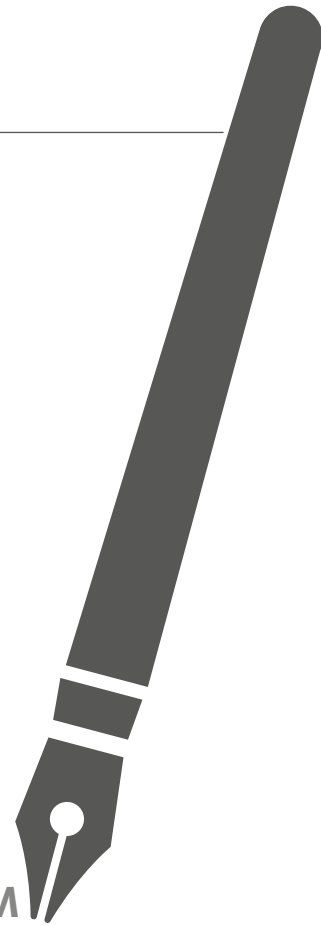


CUBIT



APPLICATION FORM



**WORLD TRADE CENTER™
NOIDA**

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**To,
WTC Noida Development Company Private Limited
GF-09, Plaza M-6, District Centre Jasola,
New Delhi – 110 025**

Subject: Request for Booking of Non-Lockable Unit

Sirs,

I/we the undersigned request you to book for allotment to me/us on leasehold basis a Unit (particulars of which are given herein-below) in project phase named 'Cubit', having RERA Registration Number UPRERAPRJ3373, forming part of Information Technology Park named 'World Trade Centre, Noida' being constructed & developed by you at Plot No. TZ-13A & 13B, Sector Tech Zone, Greater Noida, District Gautam Budh Nagar (U.P.).

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 _____

Email ID _____ Aadhar No. _____

PAN _____ GST No. (if registered) _____

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 Others (Please Specify) _____

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

Name of Company/establishment: _____

Designation: _____

Address with phone Nos. _____

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 _____

Email ID _____ Aadhar No. _____

PAN _____ GST No. (if registered) _____

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 Others (Please Specify) _____

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

Name of Company/establishment: _____

Designation: _____

Address with phone Nos. _____

For Companies/Partnership Firms/LLP/Incorporated Entities

First Applicant

Name of Entity: _____

Nature of Entity (Company/Partnership/others-to be specified) _____

Registration No. _____

PAN _____ GST No. _____

Registered Address: _____

Correspondence Address: _____

Telephone No. _____ Email: _____

Particulars of Authorised Signatory

Name: _____

Address: _____

Designation: _____ Mobile No. _____ Email: _____

Aadhar No. _____

Signature of applicant(s) _____

Second Applicant

Name of Entity: _____

Nature of Entity (Company/Partnership/others-to be specified) _____

Registration No. _____

PAN _____ GST No. _____

Registered Address: _____

Correspondence Address: _____

Telephone No. _____ Email: _____

Particulars of Authorised Signatory

Name: _____

Address: _____

Designation: _____ Mobile No. _____ Email: _____

Aadhar No. _____

PARTICULARS OF Booking**1. Particulars of Unit:**

(a) Purpose of Use: Office Space for approved IT/ITES activities

(b) Unit No. _____ Tower/Block/Building No. _____

(c) Project name: Cubit, forming part of World Trade Centre, Noida

(d) Location: Plot No. TZ-13B, Sector Tech Zone, Greater Noida, District Gautam Budh Nagar (U.P.)

(e) Size of Unit:

Carpet Area _____ Square Feet

Covered Area _____ Square Feet

Super Area _____ Square Feet

(f) Date of offer of possession by developer: On or before 31st October, 2021.**2. Purpose of taking allotment of Unit by applicant**

Non-lockable unit is for earning rent by way of further sub-leasing.

How would applicant further sub-lease the unit

Through a representative body of allottees made along with other adjoining units, as a part of larger unit/space.

Note: The Unit though identified but will not be demarcated/separated from adjoining units either by walls or other material. Possession and Use of Unit shall be controlled by allottees of such Units through a representative body, which will be formed by allottees either as an association or society or trust or company or otherwise. This body shall grant sub-lease of cluster of such Units to appropriate person/legal entity for being used as one large unit, which may extend to whole floor plate and rent realized (after deducting expenses, if any) from such sub-letting shall be shared proportionately by all allottees in the representative body of all concerned Units. The Fit outs, interior works and other repair/maintenance works/monthly costs in such Units shall be conducted by this representative body of allottees from time to time and the allottee shall bear his proportionate cost thereof. The Developer shall have no stake or voting power in this representative body of allottees. It will not be obligatory on the part of developer to find sub-lessee for the Unit/Large Unit. The Developer may at the most recommend the proposed sub-lessee and the terms thereof, which this representative body of allottees may either accept or reject.

Signature of applicant(s) _____

3. Consideration payable by Applicant/Allottee

| Head of Charge | Consideration | | GST (as per rates prevailing on date of application) | |
|--|---|--------|--|--------|
| | Rate | Amount | Rate | Amount |
| Basic Sale Price (BSP) | @ Rs. _____ per sq. feet of super area | | | |
| Other Charges: Proportionate Charges for Electrical Infrastructure (transformers and power back up installation), STP and Fire Fighting Infrastructure, One Time Lease Rental | @ Rs. 421/- per square feet of super area | | | |
| Charges for space for parking of car (booking is optional) | @ Rs. _____ Per space for car parking | | | |

Total Sale Price (TSP): _____ (Rupees _____ only)

*which includes all Taxes and charges presently applicable and mentioned in above table.

Notes*:

- (i) In case of any enhancement in land cost by any Court/Government or in case of increase/decrease in rate of Tax/Charge/Levy by Government or in case of levy of any fresh Tax/Charge by Government, Total Sale Price payable by applicant/allottee shall increase/decrease accordingly.
- (ii) Stamp Duty, Registration Charges and Expenses involved in registration of sub-lease deed for the Unit shall be borne by applicant/allottee separately.
- (iii) With effect from date of offer of possession of unit by the developer, the applicant/allottee shall be responsible to bear and pay the charges to developer/maintenance agency for providing common services/maintenance services, till taking over of the maintenance of the project by the association of the allottees.

4. Payment Plan Opted by Applicant (Please tick anyone of the following)

- Payment Plan I : Construction Linked Plan
- Payment Plan II : Down Payment Plan with 20% discount on BSP
- Payment Plan III : C.App Secure
- Payment Plan IV : C.App Plus

The Payment Plan as Selected by Applicant is _____

(Signature of Acknowledgement by Applicant)

Instructions to developer for payment of Returns (applicable only if Payment Plan III or IV is chosen. Please tick anyone of the following)

- Returns to be paid monthly as per payment plan
- Returns to be accumulated and adjusted towards balance TSP

5. Booking Amount (10% of BSP): Rupees _____ (Rs. _____)

6. Details of Payment of Initial Amount and Booking Amount are as follows:

| Cheque No. | Date | Drawn on Bank & Branch | Amount (Rs.) |
|------------|------|------------------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |

Note:

The initial amount and the booking amount has to be paid mandatorily by self cheque(s) of applicant(s)

Signature of applicant(s) _____

7. Bank details of applicant(s)/allottee(s) for enabling developer to make payments, if any, as and when required,

| Particulars | Applicant 1 | Applicant 2 |
|---|-------------|-------------|
| Beneficiary Name | | |
| Bank Account Number | | |
| Bank Name | | |
| Bank Branch Address | | |
| Nature of account (NRO/NRE/Savings/Current) | | |
| IFSC Code | | |
| Proportion/Percentage of holding and Distribution amongst applicant(s) | | |

Enclosed:

Applicant 1: One Cancelled Cheque, bearing No. _____ of Bank _____

Applicant 2: One Cancelled Cheque, bearing No. _____ of Bank _____

8. Details of Developer for enabling applicant(s)/allottee(s) to make payment

| Particulars | Developer's Details |
|--|--|
| Beneficiary Name | WTC NOIDA CUBIT U/O WTC NOIDA DCPL |
| Developer Name | WTC Noida Development Company Pvt. Ltd. |
| Bank Account Number | 50200026367552 |
| Bank Name | HDFC Bank Ltd. |
| Bank Branch Address | Block B-36, Lajpat Nagar-II, New Delhi -110024 |
| IFSC Code | HDFC0001557 |
| SWIFT Code | HDFC INBB DEL |
| Developer's Permanent Account Number (PAN) | AALCS6345L |
| Developer's GST Number | 09AALCS6345L1ZO |

9. KYC Documents Copies to be submitted by all applicant(s)/allottee(s)

For Individuals/Proprietorship concerns

- (i) Voter's identity card/Passport/Driving License/Electricity Bill/Water bill/Gas Connection/ Telephone bill (not more than 3 months old)
- (ii) PAN Card of applicant(s)
- (iii) GST Registration certificate/number, if applicable
- (iv) Aadhar Card of applicants.

For Companies

- (i) Memorandum and Articles of Association
- (ii) List of Directors
- (iii) Resolution in favour of signatory passed by Board/Governing body (in original)
- (iv) PAN Card of Company
- (v) GST Registration Certificate
- (vi) Form 18 or other equivalent Form submitted in ROC (for address proof)
- (vii) Aadhar Card/Voter's identity card/Passport/Driving License of authorized signatory

For Partnership Firms

- (i) Partnership deed duly certified.
- (ii) Letter of authority signed by all partners in favour of signatory
- (iii) Registration Certificate
- (iv) PAN Card of firm
- (v) GST Registration Certificate
- (vi) Aadhar Card/Voter's identity card/Passport/Driving License of authorized signatory

Signature of applicant(s) _____

For Foreign Nationals, PIO & NRIs

- (i) Passport
- (ii) Visa (if applicable)
- (iii) Documents regarding payment through NRE/NRO Account
- (iv) PIO/NRI/OCI Card
- (v) TRC and Form 10 (mandatory in case of return link payment plan)
- (vi) PAN Card (if obtained)
- (vii) Address of Contact in India on plain sheet

I/we have understood the Specifications of Unit and the opted Payment Plan. I/we declare that the particulars given hereinabove are true and correct to my/our knowledge.

I/we understand that this application shall be treated as complete only when this application form is duly filed and signed by applicant(s) and is supported by all the necessary documents mentioned above alongwith payment of complete booking amount. I/we understand that unsigned or incomplete application can be rejected by developer at its sole discretion.

I/we further declare that we have taken all information and details about the project from the UPRERA Authority's website.

Signature of Sole/First applicant
 (with rubber stamp in case of company)
 Name of Signatory _____
 Designation _____
 Date: _____
 Place: _____

Signature of Sole/First applicant
 (with rubber stamp in case of company)
 Name of Signatory _____
 Designation _____
 Date: _____
 Place: _____

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

I in the capacity of an individual broker or agent / in the capacity of authorized signatory of the Dealer / Broker / Agent / Facilitator / Intermediary named herein below, confirm that the Total Sale Price 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 and have been checked & confirmed by 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 its sole discretion. I have read the Real Estate (Regulation & Development) Act, 2016, and U.P. Real Estate (Regulation & Development) Rules, 2016, and hence well aware of the provisions of the same. I know that without the Broker registration under RERA Act & Rules of concerned State, I am not entitled to facilitate booking/sale of any unit in the project.

- (i) Name of Dealer/Broker/Facilitator/Intermediary/Agent: _____
- (ii) Broker RERA Registration No. _____ For State _____
- (iii) Mobile: _____ Email ID _____
- (iv) Name of Sales Person: _____ Mobile: _____
- (v) 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. : _____ By CRM Dept. _____
 Special remarks (if any): _____

NOTE

- Please check the prices and payment plans applicable on the date of booking.
- Please check for the Applicant(s) signatures at all relevant places on the form & Payment Plan.
- Each payment plan is unique and therefore the applicant shall be governed by the payment plan selected/chosen by the applicant and the same shall be read harmoniously with the terms and conditions mentioned herein.
- All payments through cheques/DD or any other modes are subject to realization to the account of developer. A communication by way of email should be made to the Developer each and every time a payment is made by electronic mode. This email must disclose the UTR No. and particulars of applicant. Payment shall be credited in applicant's account on the date of receipt of email.
- 1sq. ft. = 0.093 sq. mtr.

Signature of applicant(s) _____

PAYMENT PLAN - I

Construction Linked Plan

| Sl. | Installment No. | When Payable by applicant | What Payable by applicant |
|-----|-------------------|--|--|
| 1. | Initial amount | At time of submission of application form | Rs. 2 Lakhs |
| 2. | Booking Amount | Within 30 days of submission of application form | 10% of BSP + Tax as applicable (less initial amount) |
| 3. | 1st Installment | Within 60 days from date of booking | 10% of BSP + Tax as applicable |
| 4. | 2nd Installment | On commencement of excavation | 10% of BSP + Tax as applicable |
| 5. | 3rd Installment | On casting of plinth level | 10% of BSP + Tax as applicable |
| 6. | 4th Installment | On casting of first floor | 10% of BSP + Tax as applicable |
| 7. | 5th Installment | On casting of second floor | 10% of BSP + Tax as applicable |
| 8. | 6th Installment | On casting of third floor | 10% of BSP + Tax as applicable |
| 9. | 7th Installment | On casting of fourth floor | 10% of BSP + Tax as applicable |
| 10. | 8th Installment | On casting of fifth floor | 5% of BSP + Tax as applicable |
| 11. | 9th Installment | On commencement of finishing works | 5% of BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 12. | 10th Installment | On commencement of façade works | 5% of BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 13. | Final Installment | On offer of possession | 5% of BSP + IFMS + Balance of Total Sale Price + Stamp duty, Registration and costs, balance Other Charges |

- (1) 'Date of Booking' refers to the receipt of application complete in all respects along with the booking amount as per payment plan 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 plus booking amount.
- (2) Service Tax, GST, VAT and other taxes, duties or levies as applicable on the Unit shall be payable extra in accordance with prevailing law/rule.
- (3) Payment of any installment for the Unit shall be deemed to be complete only on receipt of such due installment along with the applicable service tax, GST, VAT and other taxes, duties and levies. In case the total BSP equals to or exceeds Rupees 50 lacs, 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 Number, failing which the Applicant's amount will remain in suspense account and the applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising therefrom, including penal interest as per RERA guidelines, on the delayed instalment amount.
- (4) The Developer Buyer Agreement will be executed/registered post receipt of 10% of the BSP mentioned herein above and completion of all necessary documentation including KYC norms. The Stamp duty, registration charges and expenses involved in registration of agreement to sell/agreement to sub-lease as well as conveyance deed/sub-lease deed shall be payable by allottee at the stage of registration thereon.
- (5) Additional/Other charges applicable to the applicant(s) either at the time of booking or in future including IFMS, stamp duty, registration charges, etc. shall be payable by the Applicant as per the demand by the Developer. Other costs and charges applicable commonly to all applicants in the project shall also be payable by Applicant on proportionate area basis as per demand.
- (6) Commitment Charges: Post handover/offer 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. Super Area per Month (Inclusive of all taxes, including GST, service tax etc.) 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.
- (7) The installments may coincide with the other installments in the construction linked plan and the same shall become due and payable by the applicant irrespective of the serial order mentioned hereinabove.
- (8) During the pre possession period, of the non-lockable unit, no return shall be applicable or payable under this payment plan.
- (9) In Case of Joint Applicants, the commitment charges shall be payable in the following proportion:

Applicant No.1 _____ Percentage _____

Applicant No.2 _____ Percentage _____

Signature of applicant(s) _____

PAYMENT PLAN - II

Down Payment Plan with 20% discount on BSP

| SI. | Installment No. | When Payable by applicant | What Payable by applicant |
|-----|-------------------|--|--|
| 1. | Initial amount | At time of submission of application form | Rs. 2 Lakhs |
| 2. | Booking Amount | Within 30 days of submission of application form | 10% of BSP + Tax as applicable (less initial amount) |
| 3. | 1st Installment | Within 60 days from date of booking. | 10% of BSP + Tax as applicable |
| 4. | 2nd Installment | Within 90 days from date of booking | 75% of BSP + Tax as applicable |
| 5. | 3rd Installment | On commencement of finishing works | 5% of BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 6. | 4th Installment | On commencement of façade works | 5% of BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 7. | Final Installment | On offer of possession | 5% of BSP + IFMS + Balance of Total Sale Price + Stamp duty, Registration and costs, balance Other Charges |

- (1) 'Date of Booking' refers to the receipt of application complete in all respects along with the booking amount as per payment plan. 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, GST, VAT and other taxes, duties or levies as applicable for the Unit shall be payable extra in accordance with prevailing law/rule.
- (3) Payment of any installment for the Unit 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 Rupees 50 lacs, 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 Number, failing which the Applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising therefrom, including penal interest as per RERA guidelines.
- (4) The Developer Buyer Agreement will be executed post receipt of 10% of the BSP mentioned herein above and completion of all necessary documentation including KYC norms. The Stamp duty, registration charges and expenses involved in registration of agreement to sell/agreement to sub-lease as well as conveyance deed/sub-lease deed shall be payable by allottee at the stage of registration thereon.
- (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. Other costs and charges applicable commonly to all applicants in the project shall also be payable by Applicant on proportionate area basis as per demand.
- (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 offer/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. Super Area per Month (Inclusive of all taxes, including GST, service tax etc.) 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 offer/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 any applicable taxes, like GST, TDS etc. if any. The Commitment charges are not payable in case of Self-Use.
- (8) The option to switch to any other payment plan shall not be available and the option once exercised shall be final and binding on the applicant. The applicant(s) agrees to execute such documents and agreement as may be desired by the developer.
- (9) During the pre possession period, of the non-lockable unit, no return shall be applicable or payable under this payment plan.
- (10) In Case of Joint Applicants, the commitment charges for the unit shall be payable in the following proportion:

Applicant No.1 _____ Percentage _____ Applicant No.2 _____ Percentage _____

Signature of applicant(s) _____

PAYMENT PLAN - III

C.App Secure

| Sl. | Installment No. | When Payable by applicant | What Payable by applicant |
|-----|-------------------|--|--|
| 1. | Initial amount | At time of submission of application form | Rs. 2 Lakhs |
| 2. | Booking Amount | Within 30 days of submission of application form | 10% of BSP + Tax as applicable (less initial amount) |
| 3. | 1st Installment | Within 60 days from date of booking | 10% of BSP + Tax as applicable |
| 4. | 2nd Installment | Within 6 months from date of booking | 12.5% of BSP + Tax as applicable |
| 5. | 3rd Installment | Within 12 months from date of booking | 12.5% of BSP + Tax as applicable |
| 6. | 4th Installment | Within 18 months from date of booking | 12.5% of BSP + Tax as applicable |
| 7. | 5th Installment | Within 24 months from date of booking | 12.5% of BSP + Tax as applicable |
| 8. | 6th Installment | On casting of roof slab of top floor | 7.5% of BSP + Tax as applicable |
| 9. | 7th Installment | On commencement of finishing works | 7.5% of the BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 10. | 8th Installment | On commencement of façade works | 7.5% of the BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 11. | Final Installment | On offer of possession | 7.5% of the BSP + IFMS + Balance of Total Sale Price + Stamp duty, Registration and costs, balance Other Charges |

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount as per payment plan 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, GST and any other taxes, as applicable on the Unit, 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, GST etc. alongwith corresponding installment/payment for the Unit.
- (3) The Developer Buyer Agreement will be executed post receipt of 10% of the BSP mentioned herein above and completion of all necessary documentation including KYC norms. The Stamp duty, registration charges and expenses involved in registration of agreement to sell/agreement to sub-lease as well as conveyance deed/sub-lease deed shall be payable by allottee at the stage of registration thereon
- (4) 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 Rupees 50 lacs, 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 Number failing which the Applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising there from
- (5) 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 monthly basis on the amount of BSP (excluding Tax and interest, if any) actually received by the Developer from allottee. This return shall be paid on the amount of BSP involved upto 5th (Fifth) instalment only (i.e., on 70% of basic sale price). The Payment of return shall commence on receiving of complete amount of 1st installment and shall continue on monthly basis till date of offer of possession or four years from date of booking, whichever is earlier. This return is inclusive of all Taxes, as may be applicable thereon. In case law requires developer to deduct TDS, GST, other taxes, etc., on this return, developer shall be entitled to so deduct the taxes. Monthly payment of return will become due at the end of concerned month and will be paid before 10th day of succeeding month.
Allottee shall have alternate option not to claim monthly payment of return and to get the returns accumulated with developer. In case allottee exercises this option, the accumulated returns shall be adjusted towards balance Total Sale Price payable by allottee. Accumulated returns shall not carry any interest. 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 31st October 2021 or till the date of offer of possession, whichever is earlier. Returns mentioned herein shall be inclusive of all taxes including Service Tax, GST, etc., if applicable, on such returns and shall be paid after deducting TDS, GST, etc., as may be applicable. The return shall be paid only on 70% of 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 @ 9% p.a. or as per RERA Rules or at such rate as may be determined by the Developer on such delayed payment during the period of default.
- (6) 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 Develop. Other costs and charges applicable commonly to all applicants in the project shall also be payable by Applicant on proportionate area basis as per demand.
- (7) Commitment Charges: Post offer/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. Super Area per Month (Inclusive of all taxes, including GST, service tax etc.) 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 offer/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 any applicable taxes, like GST, TDS etc. if any. The Commitment charges are not payable in case of Self-Use.
- (8) The option to switch to any other payment plan shall not be available and the option once exercised shall be final and binding on the applicant. The applicant(s) agrees to execute such documents and agreement as may be desired by the developer.
- (9) In case of joint applicants, Pre-possession Return and Commitment Charges for the unit shall be payable in following proportion:

Applicant No.1 _____ Percentage _____ Applicant No.2 _____ Percentage _____

Signature of applicant(s) _____

PAYMENT PLAN - IV

C.App Plus

| Sl. | Intallment No. | When Payable by applicant | What Payable by applicant |
|-----|-------------------|--|--|
| 1. | Initial amount | At time of submission of application form | Rs. 2 Lakhs |
| 2. | Booking Amount | Within 30 days of submission of application form | 10% of BSP + Tax as applicable (less initial amount) |
| 3. | 1st Installment | Within 90 days from date of booking | 60% of BSP + Tax as applicable |
| 4. | 2nd Installment | On casting of roof slab of top floor | 7.5% of BSP + Tax as applicable |
| 5. | 3rd Installment | On commencement of finishing works | 7.5% of the BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 6. | 4th Installment | On commencement of façade works | 7.5% of the BSP + 50% of Other Charges + 50% of Car Parking (if applicable) + Taxes |
| 7. | Final Installment | On offer of possession | 7.5% of the BSP + IFMS + Balance of Total Sale Price + Stamp duty, Registration and costs, balance Other Charges |

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount as per payment plan 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, GST, other Taxes, etc. 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) The Developer Buyer Agreement will be executed post receipt of 10% of the BSP mentioned herein above and completion of all necessary documentation including KYC norms. The Stamp duty, registration charges and expenses involved in registration of agreement to sell/agreement to sub-lease as well as conveyance deed/sub-lease deed shall be payable by allottee at the stage of registration thereon
- (4) Payment of any installment of the Unit 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 Rupees 50 lacs, 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 Number failing which the Applicant shall be solely liable for delay in credit of respective payment by the Developer and consequences arising there from
- (5) Return: Developer shall pay returns @ 11% per annum on monthly basis on the amount of BSP (excluding Tax and interest, if any) actually received from allottee. This return shall be paid on the amount of BSP of Unit involved upto 3rd (third) instalment only (i.e., on 70% of basic sale price). The Payment of Returns shall commence on receiving of complete amount of 1st (first instalment) and shall continue on monthly basis till date of offer of possession or four years from date of booking of Unit, whichever is earlier. This return is inclusive of all Taxes, as may be applicable thereon. In case the law requires developer to deduct TDS, GST etc. on this Return, developer shall be entitled to deduct the said taxes. The Monthly payment of Returns will become due at the end of concerned month and will be paid before 10th day of succeeding month.
Allottee shall have option not to claim monthly payment of returns and to get the returns accumulated with developer. In case allottee exercises this option, the accumulated returns (with accumulation incentive) shall be adjusted towards balance Total Sale Price payable by allottee. The Accumulated returns shall not carry any interest.
The Returns will accrue from the date of realization of 50% 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 31st October 2021 or till the date of offer of possession, whichever is earlier. The Returns mentioned herein shall be inclusive of all taxes including Service Tax, GST, etc., if applicable on such returns and shall be paid after deducting the said taxes, as may be applicable. The return shall be paid only on the percentage of BSP received, as mentioned above, 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 @ 9% p.a. or as per RERA Rules or at such rate as may be determined by the Developer on such delayed payment during the period of default.
- (6) 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 Develop. Other costs and charges applicable commonly to all applicants in the project shall also be payable by Applicant on proportionate area basis as per demand.
- (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. Super Area per Month (Inclusive of all taxes, including GST, service tax etc) 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 for the unit shall be paid on Monthly basis after deducting any applicable taxes like GST, TDS etc. if any. The Commitment charges are not payable in case of Self-Use.
- (8) The option to switch to any other payment plan shall not be available and the option once exercised shall be final and binding on the applicant. The applicant(s) agrees to execute such documents and agreement as may be desired by the developer.
- (9) In case of joint applicants, Pre-possession Return and Commitment Charges shall be payable in following proportion:

Applicant No.1 _____ Percentage _____ Applicant No.2 _____ Percentage _____

Signature of applicant(s) _____

TERMS AND CONDITIONS

The following terms & conditions, specifications and the payment plans attached herewith form an integral part of the application for booking of "Unit" in project phase named 'Cubit' with UPRERA No. UPRERAPRJ3373, forming part of Information Technology Park named 'World Trade Centre, Noida' being constructed & developed at Plot No. TZ-13A & 13B, Sector Tech Zone, Greater Noida, District Gautam Budh Nagar (U.P.) by WTC Noida Development Company Private Limited ("Developer") or its holding, subsidiary or its affiliate company.

1. Applicant has taken all information about the project from the Website of Uttar Pradesh Real Estate Regulatory Authority/ Developer, and filled the booking application form thereafter.
2. Applicant has understood the Total Sale Price payable (TSP) by applicant for the unit and each component (i.e., BSP; Proportionate Charge for Electrical Infrastructure, etc.; Charges for space for parking of car and applicable taxes) comprising the Total Sale Price of the Unit. Applicant has understood that in case of enhancement of land cost by any Court/Government or in case of any increase/decrease in rate of Tax/Charge/Levy by Government or in case of levy of any fresh Tax/Charge by Government, Total Sale Price of the Unit payable by applicant shall increase/decrease accordingly. Applicant further understands that Stamp Duty, Registration Charges and Legal and Administrative Expenses involved in registration of sub-lease deed for the said Unit shall be borne by applicant separately.
3. Applicant has understood that Greater Noida Industrial Development Authority (i.e. GNIDA) has allotted Plot No. 13B, Sector Tech Zone, Greater Noida, District Gautam Budh Nagar (U.P.) to Balaji I. T. Parks Private Limited on lease for a total period of 90 years with effect from 18.04.2007, for setting up an Information Technology Park. As per understanding arrived between developer and Balaji I. T. Parks Private Limited, developer has the rights to setup and market Information Technology Park on said plot and in that respect to advertise / market / book / sell the space / units in the project and receive consideration and other charges thereof as have been mentioned herein the Application Form. Applicant has accordingly satisfied himself with developer's authorities & entitlements to develop and market said complex.
4. Applicant understands that the size and specifications of the unit may slightly alter during construction. Applicant shall have no objection to such alterations, which happens due to practical circumstances of construction at site.
5. Applicant has understood that the sub-lease deed of Unit shall be valid till 17th April 2097, i.e. for a period of 90 years from the date of the lease from Authority to Balaji I T Parks Pvt. Ltd., and same shall be executed either by developer or Balaji I. T. Parks Private Limited. Upon renewal of term of lease by GNIDA in favour of Balaji I. T. Parks Private Limited, Applicant shall also be entitled to renewal of sub-lease deed in accordance with the applicable norms subject to payment of appropriate charges by applicant.
6. Amount equivalent to 10% (ten percent) of Basic Sale Price (BSP) shall be deemed to be 'Booking Amount' for Unit being booked by applicant. "Booking Amount" shall be the earnest money.
7. Applicant has understood that applicant on being allotted a unit, shall execute the Agreement to Sell/Agreement to Sub-lease in the developer's standard format, specimen of which has already been provided by developer to Applicant. The Stamp Duty as may be applicable on Agreement to Sell/Agreement to Sub-lease and expenses involved in the registration process thereof shall be borne by applicant/allottee at such time. Agreement to Sell/Agreement to Sub-lease shall be executed after payment of 10% of BSP plus tax applicable thereon by applicant/allottee to developer.
8. Developer shall make all endeavors to offer possession of Unit to applicant/allottee on or before the date of offer of possession by developer, mentioned in application form. However, this date of offer of possession is subject to 'force majeure conditions'. In case of existence of force majeure conditions, date of offer of possession by developer shall stand reasonably extended without any liability on the part of developer to either pay interest or any other compensation to applicant/allottee for such extended period.
9. In case applicant/allottee commits delay/default in making payment of any installment or any other amount due to developer, applicant/allottee shall pay interest on defaulted amount for the period of delay/default at rates prescribed by Rules framed under Real Estate (Regulation and Development) Act, 2016 and in case no rates are so prescribed, then @ 9% per annum.
10. In cases, where the applicant has opted for the Payment Plan 1 & 2, if the developer commits delay/default in offering possession of unit beyond the date of offer of possession, then the developer shall pay interest @ 9% per annum, from such date for the duration of period of developer's delay/default, on the amount of consideration received from applicant(s)/allottee(s).
In cases, where the applicant has opted for the Payment Plan 3 & 4, if the developer commits delay/default in offering possession of unit beyond the date of offer of possession, then the developer shall continue to pay in terms of the Payment Plan opted by the Applicant/Allottee, from such date for the duration of period of developer's delay/default, till actual offer of possession.
11. In case applicant/allottee fails to make payment of due installments and/or other payments or if applicant/allottee commits breach of any material terms or conditions of booking/allotment and further fails to make due payment/cure the defect within 30 (thirty) days of receipt of developer's notice in this regard, developer shall be entitled to initiate the process of cancellation of the booking/allotment and refund the money received from applicant/allottee without interest after deducting the booking amount as well as interest payable by applicant/allottee.
12. Whenever booking of the unit is cancelled either due to fault of applicant/allottee or due to fault of developer or due to mutual consent, any and all payments made by developer to applicant/allottee (including under the head of return or otherwise) shall be treated and added as part of the refund of principal amount of consideration. Further, in situations where the booking is cancelled due to fault of applicant or where applicant seeks cancellation of booking, developer shall be entitled to forfeit the booking amount as well as interest, if any, paid/payable by applicant/allottee to developer, and adjust the brokerage paid to broker, and the amounts already received by the allottee(s) will be deemed to be part of the principle amount, and the applicant will execute any and all documents necessary to complete the cancellation procedure.
13. Since this is a large project, developer will offer possession of said unit after completion of construction of building/tower, wherein said unit is situated. Applicant(s) must take the possession of said unit within thirty days from the date of offer of possession. Applicant(s) shall never have any objection to developer constructing or continuing with the construction of remaining structures/buildings in project. All major common facilities shall be completed and provided only after completion of construction of all phases of WTC, Noida. However all services necessary for making use of said unit like supply of water, electricity and connection to sewerage shall be activated at the time of delivery of possession of said unit.
14. With effect from the date of offer of possession of unit, applicant/allottee shall be responsible to bear and pay reasonable charges to developer/maintenance agency for providing common services/maintenance services, till taking over of the maintenance of the project by the association of the allottees.
15. Applicant(s)/Allottee(s) shall use the Unit only for its permitted purpose and for no other purpose.
16. After handing over of the possession of said unit by developer, applicant(s) shall himself be responsible for the general upkeep, repairs and maintenance of said unit. Applicant(s) shall never make any structural changes in said unit. Applicant(s) shall not add or remove (either in part or whole) or cause any damage to any pillar or RCC slab in Project (including if same forms part of said unit).
17. Applicant(s)/Allottee(s) shall have user rights over the common area, therefore they shall not claim exclusive rights over any part of common areas, nor place any hurdles/objects in the common area.

Signature of applicant(s) _____

18. Applicant(s)/Allottee(s) may transfer/assign his rights/claims/interests in the Unit before the execution of the conveyance deed, subject to payment of the registration and stamp duty for the new Agreement (as decided and informed by the Sub-Registrar Office), in terms of Para below, for the said document between the new purchaser of the rights of Allottee and the Developer, administrative/Legal /transfer charges as applicable at such time and applicable taxes for facilitating transfer, or as may be determined by the Developer from time to time. This is for the reason that once the Agreement of Sale/sub-lease for the Unit is executed and registered with the initial Applicant/Allottee, the future charges in title flow will need to be necessarily registered and the registration charges with regard thereto will be applicable. Any addition of a new party and deletion of an existing party 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 alteration (if not amounting to transfer) in particulars of allottees like change in status of applicant or change of order of the applicant(s) in case of joint applicant or modification of respective share of joint allottee(s) or any other proposed change, shall be subject to approval of the Developer and levy of administrative charge/fee of Rs. 30,000/- only, and will be allowed only before the Printing/Execution/Registration of document. First request for Addition/Deletion of the name of applicant (if not amounting to transfer shall be acceptable only before the printing/execution/registration of 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.
19. Applicant understands that in the event of transfer/assignment of interest in Unit/allotment to new buyer by the Applicant/Allottee, there will be requirement of execution and registration of fresh Agreement to Sell/Agreement to Sub-lease between developer and applicant's transferee. All costs including stamp duty, registration charges and other expenses (including legal and administrative charges) involved in registration of fresh Agreement to Sell/Agreement to Sub-lease shall be borne by applicant's transferee. In no case will the developer be called upon to bear any expense in case of any requirement of execution & registration of fresh agreement to sell/agreement to sub-lease.
20. In case prior to execution of Agreement to Sell/Agreement to Sub-lease, applicant(s) wishes to get the application/booking cancelled, Developer will forfeit the booking amount paid for said unit by the Applicant(s). The balance, if any, will be refunded to the applicant(s) without any interest.
21. Developer shall be entitled to raise funds for completion of project against security of project land & buildings, in accordance with provisions of Real Estate (Regulation and Development) Act, 2016 and Rules framed thereunder.
22. Applicant/Allottee understands that marks 'WTC' and 'World Trade Centre' and WTC Logo are the property of World Trade Centers Association, INC. (WTCA) of United States of America and same may be withdrawn by them as per their policies & decisions. Developer is using said marks WTCA for the time being under a license granted by WTCA but developer doesn't assure/guarantee for perpetual use of the same. Applicant/Allottee shall have no right in respect of aforesaid marks. Applicant/Allottee further understands that developer may at any time change the name of project without assigning any reason.
23. Acceptance of this application and booking amount by Developer shall not amount to confirmation of booking till the actual allotment and execution of Agreement with the Developer. Developer may reject this application without assigning any reason within 30 days of receipt of application and return the booking amount without any interest. In case developer rejects this application after 30 days of receipt of application, developer shall pay interest @ 9% (nine percent) per annum on the booking amount received from applicant with effect from 31st day of receipt thereof by developer till the date of refund.
24. Foreign applicant(s), applicant(s) having NRI/PIO status shall himself be exclusively 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 this transaction including remittance of payments in India and acquisition of immovable properties in India. It shall be the sole responsibility of all applicant(s) to ensure that payment is remitted only through authorised accounts/channels. Developer shall not be responsible in any manner if any third party makes any payment/remittances on behalf of applicant(s) and developer shall issue payment receipts in favour of applicant(s) only. All financial, civil and penal consequences (if any) for violation of any law or rule shall be borne exclusively by applicant(s) himself. In case it is ever found that any provision of any applicable law is not complied with, allotment of said unit shall be liable to be frozen until clarification by the applicant, and may lead to cancellation and in such a situation developer shall be entitled to forfeit the booking amount and shall refund, without any interest, the remaining amount (if any) paid by the applicant(s) to the developer, in terms of this application form.
25. 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. 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. 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). It shall be the responsibility of applicant(s)/allottee(s) to get their address/phone number/email address updated in the records of developer, by submitting written request for such updating alongwith proof of new address.
26. No one, (including any broker/dealer or even any employee of developer) is authorized in any manner to make any concession in any of the terms and conditions contained herein. 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.
27. 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).
28. This transaction shall be governed by laws of India.
29. In case of any dispute between the parties hereto (including their successors) concerning booking/allotment or matters arising there from, the same shall be adjudicated by way of arbitration, which shall be conducted by an arbitrator 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. In case of need of change of arbitrator, developer shall appoint the new arbitrator in place of earlier arbitrator.

Date: _____

Signatures of applicant(s)

Place: _____

Signature of applicant(s) _____