



APPLICATION FORM  
WTC TOWER



**WORLD TRADE CENTER™**  
Chandigarh, Aerocity

A VIRIDIANRED DEVELOPMENT



# WORLD TRADE CENTER™ Chandigarh, Aerocity

A VIRIDIANRED DEVELOPMENT

Registered & Sales Office: GF-09, Plaza M6, District Centre, Jasola, New Delhi - 110 025, Site office: Plot No. 02, Block-D, SAS Nagar, Aerocity, Mohali  
T: (+91 ) 11 4080 4080, (Toll Free)1800 120 4080 | E: crm@wtc-chandigarh.org URL:www.wtc-chandigarh.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 Chandigarh'**.

Dear Sir(s),

Self attested photograph of Sole/First Applicant	Self attested photograph of Second Applicant (if applicable)
(Cross Signature)	(Cross Signature)

I/we the undersigned, request you to book for me/ us unit in the tower named "WTC Towers" comprised in the project named "World Trade Centre Chandigarh" being constructed and developed by you at plot situated at Site 02, Block D, SAS Nagar, Aerocity, Mohali.

**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 Residential:  (Please Specify) \_\_\_\_\_

Occupation:  Service  Self Employed Professional  Business  Retired  Housewife  Any Other \_\_\_\_\_

Organisation Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Signature of applicant(s) \_\_\_\_\_

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

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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 of Indian  
 Others (Please Specify)

Country of Residence:  (Please Specify) \_\_\_\_\_

Occupation:  Service  Self Employed Professional  Business  Retired  Housewife  Any Other

Organisation Name: \_\_\_\_\_ Designation: \_\_\_\_\_

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

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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:  Non-lockable  Lockable Unit No. \_\_\_\_\_.
4. Consideration:  
Basic Sales Price ("BSP"): \_\_\_\_\_/(Rupees \_\_\_\_\_ Only)  
Per Square Feet of Super Area
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 Chandigarh".  
Payment by NEFT/RTGS\*  
UTR No/ Transaction No \_\_\_\_\_ Date \_\_\_\_\_ Bank Name \_\_\_\_\_ Branch \_\_\_\_\_
7. Payment Plan requested:  
 C.APP Secure Plan  C.APP Secure Plan- accelerated payment  Construction Linked Plan  
 Down Payment Plan with 12% discount on BSP
8. Car parking Space is mandatory with each unit. Applicant can opt for additional Car Parking usage rights, if available:  
No. of additional car park requested:  One  Two  Three or \_\_\_\_\_
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 Detils**

<b>PARTICULARS</b>	<b>DEVELOPER'S DETAILS</b>
Beneficiary Name	WTC CHANDIGARH
Bank Account Number	626011026050
Bank Name	Kotak Mahindra Bank
Bank Branch Address	E - 220, East of Kailash, New Delhi - 110065
RTGS/NEFT IFSC Code	VYSA0006260

**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/Bye-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 cases of partnership firms)**

(i) Partnership Deed (Notarized copy)

(ii) Letter of Authority signed by all partners in favour of signatory

(iii) PAN Card

**(Mandatory documents in cases 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 / GMADA 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 BSP 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

## C.APP SECURE PLAN

SI.	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	10% of the BSP (agreement stage)
4.	3rd Installment	Within 6 months date of booking	12.5% of BSP
5.	4th Installment	Within 12 months date of booking	12.5% of BSP
6.	5th Installment	Within 18 months date of booking	12.5% of BSP
7.	6th Installment	Within 24 months date of booking	12.5% of BSP
8.	7th Installment	On commencement of casting of top floor slab	7.5% of BSP
9.	8th Installment	On commencement of finishing works	7.5% of BSP +50% of car parking usage charges
10.	9th Installment	On commencement of façade works	7.5% of BSP +50% of car parking usage charges
11.	10th Installment	Within 30 days of offer of possession	7.5% of BSP and other applicable charges

- (1) The Applicant under this Payment Plan shall be entitled to a return of 10% on the 70% BSP, that is, payment of all instalments up to and including 6th instalment as stated above.
- (2) '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.
- (3) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule.
- (4) Payment of any installment shall be deem to be complete only on receipt of such due instalment 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 instalment 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.
- (5) The Developer Buyer Agreement will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (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 Developer.
- (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) Return: the developer will pay returns @ 10% (Ten Percent) per annum to the Applicant on the amount of BSP received by the Developer subject to the maximum of 70% BSP, that is, payment of all instalments up to and including 6th instalment as stated above. Returns will accrue from the date of realization of 20% of BSP by the developer alongwith applicable levies and taxes but shall be released only after receipt of signed Developer Buyer Agreement and completion of KYC by the Applicant. The returns under this plan shall be payable only the instalment received by the Developer subject to maximum of 70% of the BSP, that is, upto 6th Installment mentioned hereinabove. Under this plan no return is payable on the installments which are linked to the construction (i.e. 7th to 10th Installment).

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.

The return shall be payable till date of offer of possession or till 31st December, 2019, whichever earlier.

Signature of applicant(s) \_\_\_\_\_

## PAYMENT PLAN - II

### C.APP PLAN SECURE PLAN - ACCELERATED PAYMENT

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
4.	3rd Installment	Within 90 days from the date of booking	50% of BSP
5.	5th Installment	On commencement of casting of top floor slab	7.5% of BSP
6.	6th Installment	On commencement of finishing works	7.5% of BSP +50% of car parking usage charges
7.	7th Installment	On commencement of façade works	7.5% of BSP +50% of car parking usage charges
8.	8th Installment	Within 30 days from the date of offer of possession	7.5% of BSP and other applicable charges

- (1) The Applicant under this Payment Plan shall be entitled to a return of 11% on the 70% BSP, that is, payment of all instalments up to and including 3rd instalment as stated above i.e. within 90 days from the date of booking.
- (2) '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.
- (3) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule.
- (4) Payment of any installment shall be deemed to be complete only on receipt of such due instalment 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 instalment 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.
- (5) The Developer Buyer Agreement will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (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 Developer.
- (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) Return: Developer agrees to pay return @11%p.a if the afore said 70% of the BSP, that is, up to 3rd Installment is received within 90 days from the date of Booking. Returns will accrue from the date of realization of 70% 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. Under this plan no return is payable on the installments which are linked to the construction (i.e. 4th Installment to 8th Installment).

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.

The return shall be payable till date of offer of possession or till 31st December, 2019, whichever earlier.

Signature of applicant(s) \_\_\_\_\_



# PAYMENT PLAN - III

## Construction Linked Plan

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	On commencement of excavation	10% of BSP
5.	4th Installment	On commencement of casting of plinth level	10% of BSP
6.	5th Installment	On commencement of 1st Floor	10% of BSP
7.	6th Installment	On commencement of 4th Floor	10% of BSP
8.	7th Installment	On commencement of 7th Floor	10% of BSP
9.	8th Installment	On commencement of 10th Floor	10% of BSP
10.	9th Installment	On commencement of top Floor slab	5% of the BSP
11.	10th Installment	On commencement of finishing works	5% of the BSP
12.	11th Installment	On commencement of façade works	5% of the BSP
13.	Final Installment	Within 30 days from the date of offer of possession	5% of BSP and other applicable 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 instalment 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 instalment 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 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 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.

Signature of applicant(s) \_\_\_\_\_

## PAYMENT PLAN - IV

### Down Payment Plan (DPP)

Sl.	Installments	Stage	Payment
1.	Booking Amount	Along with application	Rs.2,00,000 lac
2.	Ist Installment	30 Days of date of booking	10% of BSP Less booking amount
3.	IInd Installment	60 Days of date of booking	10% of BSP (Agreement Stage)
4.	IIIrd Installment	90 days of date of booking	75% of BSP
5.	Final Installment	Within 30 days from the date of offer of possession	5% of BSP and other applicable charges

- (1) The Applicant under this Payment Plan shall be entitled to a discount of 12% on the applicable BSP only if he pays 95% BSP within 90 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.
- (2) '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.
- (3) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule.
- (4) Payment of any installment shall be deem to be complete only on receipt of such due instalment 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 instalment 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.
- (5) The Developer Buyer Agreement will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (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 Developer.

Signature of applicant(s)\_\_\_\_\_

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## CHARGES APPLICABLE TO ALL PLANS

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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. Preferred location charges shall be applicable per square feet

Corner facing	2.5% of the BSP
Green/ Terrace facing	5.0% of the BSP
Plaza facing	2.5% of the BSP
2. External electrification charges @ Rs. 100/ per square feet
3. Power Back-up Installation charges @ Rs. 100/- per square feet
4. Fire Fighting charges @ Rs 100/- per square feet
5. Other charges, if any, including, internal electrification and Pollution control equipment including ETP and STP shall be chargeable by the developer at the time of offer of possession
6. Escalation of the cost of land allotted by GMADA either on the order of a court order or otherwise;
7. 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;
8. Car Parking usage charges: car parking usage right is mandatory for each applicant irrespective of the size of the unit. Applicant may opt for any one of the following options to avail car parking usage rights:
  - a. Onetime payment of Rs 4,00,000/- exclusive of applicable taxes per car parking usage right.
  - b. Every 1000 sq feet of the super area, the applicant can avail 1 car parking usage right for 9 years @ of Rs. 180000/- exclusive of the applicable taxes per car parking usage rights; For units of other than 1000 sq feet of super area, the same shall be on pro rata basis.
9. 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.
10. 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;
11. Any other charges that may be levied by GAMDA or any other relevant authorities on the Plot or the Project.

For the purpose of this application form- 1sq. ft. = 0.093 sq. mtr.

All area referred above pertain to super area of the unit.

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 tower named "WTC Chandigarh–Signature" in the project named 'World Trade Center Chandigarh' being constructed & developed at a commercial site situated at Block D, SAS Nagar, Punjab (i.e., said plot) by M/s WTC Noida Development Company Private Limited ("Developer") or its holding, subsidiary or its affiliate company.

1. Greater Mohali Area Development Authority (GMADA) has allotted a commercial site ad measuring 8 acres situated at Block D, SAS Nagar, Punjab ("Plot")vide allotment letter memo no EO/2015/38245 dated 7.9.15to WTC Noida Development Company Private Limited along with other consortium members whereby WTC Noida Development Company Private Limited is entitled to develop, construct, sell and market the Project on the Plot.
2. Since M/s WTC Noida Development Company Private Limited ("Developer") has or in process of procuring all the necessary rights, title and entitlements to develop/construct and market built-up area to be constructed on the Land, the developer being the owner of the Land is legally 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 GMADA 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 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 60 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 60 days 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 Developer will make a provisional allotment at the time of execution of Developer Buyer Agreement, however, the allotment 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 instalment 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 Chandigarh" (payable at New Delhi) 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 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 outstanding amounts along with the interest remain unpaid.
16. 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 the 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.
17. In case of non-lockable units, the developer shall endeavor to provisionally allot unit at 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.
18. 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 conveyance deed of the Unit for such period and on such terms as prescribed by GMADA 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 conveyance deed and shall be liable for any non-compliance with the terms of such conveyance 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 conveyance deed within 30 days of request for registration, the Developer shall be released of all its liabilities including liability to pay any return as per the payment plan and the Applicant(s) shall be solely responsible for any damage/loss to the entitlement / ownership d rights of his allotted Unit. On execution and registration of the Conveyance deed, the Applicant(s) shall have exclusive 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 conveyance deed within the time period as may be intimated by the developer.
19. 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 after 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.
20. Possession of the unfurnished Unit shall be offered in unfurnished, bare shell condition. Applicant(s) shall be entitled only to the built up area/ covered area of said Unit.
21. The Developer shall endeavor to offer possession of the Unit within a period of 48 months from the date of execution of "Developer Buyer Agreement" of the Unit plus additional grace period of 6 (six) 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 a period of 48 months from the date of execution of this Agreement, the developer shall be granted a grace period of 6 months from the date of completion of 48 months. If despite the grace period, the developer delays in offering the possession of the Unit, the applicant shall have a right to seek penalty from the developer @Rs 10 per square feet per month on the portion of BSP paid till the date of offer of possession. The said penalty shall be payable till the date of the offer of possession of the unit by the developer to the Applicant. At the sole discretion of the Developer, the penalty payable by the Developer may be adjusted from the last installment payable by the applicant. Such penalty shall be only on account to the delays solely attributable to the Developer only. Such penalty shall be only on account of the delays solely attributable to the Developer only.
22. '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) \_\_\_\_\_

23. 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 upon payment of 70% of the BSP by the Applicant. 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.
24. 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, 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.
25. The Unit booked herein being part of WTC Chandigarh Project can be used only for commercial activities as may be accepted/approved by Government of Punjab and GMADA or any other local authority.
26. 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.
27. The Developer is hereby permitted to raise finance/loan from the financial institution/bank by way of mortgage/charge/securitization 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 conveyance deed in favor of the Applicant(s).
28. 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.
29. 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.
30. 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 GMADA 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.
31. 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)
  - 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 in 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 of the unit by the Applicant.
32. The list of charges mentioned in clause 30 and 31 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 than 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.
33. 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, that may include an incorporated body or a trust or society, duly authorized by the applicant 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 rules and regulations of such representative body. 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 conveyance 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 applicant/allottees on proportionate basis from time to time. Applicants 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/applicant.
34. 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 these representative body shall be borne by the Allottees. If desired by the allottees or their representative body, the Developer may assist the allottees with leasing of their units provided that allottees agree to incur all expenses, charges and fees as may be applicable on leasing of their space/unit.

Signature of applicant(s) \_\_\_\_\_

35. 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 undertake 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.
36. 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.
37. 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 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. Since the Unit is situated in India and 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.
43. 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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