



**APPLICATION FORM**



**WORLD TRADE CENTER™**  
**GIFT City, Gujarat**

**A VIRIDIANRED DEVELOPMENT**



# WORLD TRADE CENTER™ GIFT City, Gujarat

A VIRIDIANRED DEVELOPMENT

Registered/Correspondence Office: GF-09, Plaza M-6, District Centre, Jasola, New Delhi - 110 025, T: (+91 ) 11 4071 4000  
Fax: (+91) 11 4051 5601 | E: info@wtcgiftcity.org | W: www.wtcgiftcity.org  
CIN No: U70109DL2007PTC162288

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

Subject: Request for booking of Unfurnished unit at the project named  
**‘WORLD TRADE CENTER GIFT City’.**

Dear Sir(s),

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

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

I/We, the undersigned, request you to book for allotment to me/us on leasehold basis, unit in the project named ‘World Trade Centre GIFT City’, being constructed & developed by you at GIFT City, District Gandhinagar, Gujarat.

My/Our particulars are given below:

**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) \_\_\_\_\_

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

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

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

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) \_\_\_\_\_

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

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

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

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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. Unit No.: \_\_\_\_\_ Floor No. \_\_\_\_\_ Tower Name/No. \_\_\_\_\_ WTC GIFT City
2. Size of the Unit: \_\_\_\_\_ Square Feet in Super Area
3. Particulars: Unfurnished Unit:
4. Nature of Unit:  Lockable  Non-lockable.
5. Consideration:  
Basic Price/Premium: ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) Per Square Feet of Super Area.
6. Booking Amount: ₹ \_\_\_\_\_ /- (Rupees \_\_\_\_\_  
\_\_\_\_\_ Only) vide cheque/draft/pay order  
bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_  
issued in favor of "WTC GIFT". If paid by any other mode, please specify: \_\_\_\_\_
7. Payment Plan requested: \_\_\_\_\_
8. Car Parking on right to use basis: No. of bays requested:  One  Two  Three  \_\_\_\_\_
10. Unit Preferential Location Charges (PLC): i) Corner  ii) Green facing  iii) Executive Suites
11. NEFT/RTGS details: Following details about applicant's bank account must be provided to enable the Developer to credit the returns etc. (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) \_\_\_\_\_

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/Statutory Authority Registration Certificate that contains the address of the applicant(s)
- (ii) PAN Card(s)

**(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 authorised 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 (if applicable)

I/We have read and understood your 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 / Collector / GUDA and GIFT Authority 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 / ourselves are found to be incorrect / suppressed or any vital information is concealed from you for the purpose of availing the booking in your 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 a Company)

Name of Signatory \_\_\_\_\_

Designation \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_

**Declaration by Dealer/Broker/Facilitator/Intermediary (if any)**

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

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

(ii) Name of Sales Person: \_\_\_\_\_ Mobile: \_\_\_\_\_ Email ID: \_\_\_\_\_

(iii) Comments (if any): \_\_\_\_\_

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

**For office use only**

Application received on \_\_\_\_\_ by \_\_\_\_\_

Application received by : Sales Dept. : \_\_\_\_\_ CRM Dept. : \_\_\_\_\_

Special remarks (if any): \_\_\_\_\_

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

# PAYMENT PLAN - I

## 95% Down Payment Plan with 12% P.A. Return

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	85% of Basic Price/Premium within 60 days from date of booking
Third Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future, shall be payable by the Applicant as per the demand by the Developer.
- (4) Return: To expedite and encourage upfront payment of basic price/premium, the Developer agrees that with effect from the date of realization of entire basic price/premium as applicable to developer's account, the developer will pay returns @ 12% (Twelve Percent) per annum to the Applicant on the amount of basic price/premium received. This return shall be inclusive of all taxes including Service Tax, if applicable on such returns. The return shall be paid only on the basic price/premium received and on no other amount whether paid as charges, taxes, interest or any other amount. However non-payment of installment, charges, taxes, interest, etc. shall constitute a default and no return shall be payable during the period such default continues. In case of default in making payment of any installment, charges, fees, taxes or any other amount, return shall resume from the date of default only after realization of defaulted amount along with applicable penal interest on such delayed payment, if any. The return shall be paid on monthly basis after deducting TDS, if any. The return shall be payable till 31 Oct, 2018 or till the date of offer of possession of Unit, whichever is later.
- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (6) In case of joint applicants, Return shall be payable in following proportion:

Applicant 1: \_\_\_\_\_%

Applicant 2: \_\_\_\_\_%

### Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans.
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form.
- All payment through cheques/DD or any other modes are subject to realization to the account of developer.

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

## PAYMENT PLAN - II

### 50%:25%:20%:5% Down Payment Flexi Plan with 11 % P.A. Return

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	40% of Basic Price/Premium within 60 days from date of booking
Third Installment	25% of Basic Price/Premium within one year from date of booking
Fourth Installment	20% of Basic Price/Premium within two years from date of booking
Fifth Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer.
- (4) Return: To expedite and encourage payment of basic price/premium, the Developer agrees that with effect from the date of realization of second installment (i.e., with effect from the date of realization of 50% of basic price/premium) to developer's account, the developer will pay returns @ 11% (Eleven Percent) per annum to the Applicant on the amount of basic price/premium received. For the Applicant who intends to accelerate the payment of balance basic price/premium, the Developer agrees to pay enhanced return in following manner: an upgraded return @12% (twelve percent) per annum on the basic price/premium received if entire 95% basic price/premium is paid within 12 months from the date of booking OR an upgraded return @11.5% (eleven and a half percent) per annum on the amount of basic price/premium received if entire 95% basic price/premium is paid within 18 months from the date of booking. Alternatively, the return may be enhanced by expediting the payment of basic price/premium in the following manner: the applicant shall be entitled to an additional return @0.5% (half percent) per annum for each installment that is prepaid along with payment of a due installment. The installment prepaid shall be deemed to be the last installment payable and all other installment shall be due and payable as per the payment plan. Notwithstanding anything mentioned aforesaid, the maximum return payable under this plan shall not exceed 12% per annum of the basic price/premium received. The enhanced return shall be payable only if the entire installment is prepaid and not on any prepayment of portion of installment and shall be paid from the date of receipt of such prepaid installment.  
  
This return shall be inclusive of all taxes including Service Tax, if applicable on such returns. The return shall be paid only on the basic price/premium received and on no other amount whether paid as charges, taxes, interest or any other amount. However non-payment of installment, charges, taxes, interest, etc. shall constitute a default and no return shall be payable during the period such default continues. In case of default in making payment of any installment, charges, fees, taxes or any other amount, the return shall resume from the date of default subject to and only after realization of defaulted amount along with applicable penal interest on such delayed payment, if any. The return shall be paid on monthly basis after deducting TDS, if any. The return shall be payable till 31 Oct., 2018 or till the date of offer of possession of Unit, whichever is later.
- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- (6) In case of joint applicants, Return shall be payable in following proportion:

Applicant 1: \_\_\_\_\_ %

Applicant 2: \_\_\_\_\_ %

#### Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans.
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form.
- All payment through cheques/DD or any other modes are subject to realization to the account of developer.

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

# PAYMENT PLAN - III

## 20% Down Payment with 10% P.A. Return ( Step-up Plan)

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	10% of Basic Price/Premium within 60 days from date of booking
Next Installments	75% of basic price/premium shall be payable in six equal installments each of 12.5% of Basic Price/Premium
Last Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- 'Date of Booking' refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- Service Tax, VAT and other taxes, duties or levies 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.
- Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer.
- Return: The Developer agrees that with effect from the date of realization of second installment (i.e., with effect from the date of realization of 20% of basic price/premium) to developer's account, the developer will pay returns @ 10% (Ten Percent) per annum to the Applicant on the amount of basic price/premium received by the Developer. For the Applicant who intends to accelerate the payment of balance basic price/premium, the Developer agrees to pay enhanced return in following manner: if 95% Basic Price/Premium is received along with applicable service tax (i) within 12 months from the date of booking, the Developer agrees to pay return @12%p.a.; or (ii) within 18 months from the date of booking, the Developer agrees to pay return @11.5%p.a.; or (iii) within 24 months from the date of booking, the Developer agrees to pay return @11%p.a., or (iv) within 30 months from the date of booking, the Developer agrees to pay return @10.5%p.a., provided that the aforesaid enhanced return shall be paid from the date of receipt of 95% Basic Price/Premium along with applicable service tax by the developer. Alternatively, the return may be enhanced by expediting the payment of basic price/premium in the following manner: the applicant shall be entitled to an additional return @0.5% (half percent) per annum for each installment that is prepaid along with payment of a due installment. The installment prepaid shall be deemed to be the last installment payable and all other installment shall be due and payable as per the payment plan. Notwithstanding anything mentioned aforesaid, the maximum return payable under this plan shall not exceed 12% per annum of the basic price/premium received. The enhanced return shall be payable only if the entire installment is prepaid and not on any prepayment of portion of installment and shall be paid from the date of receipt of such prepaid installment.

This return shall be inclusive of all taxes including Service Tax, if applicable on such returns. The return shall be paid only on the basic price/premium received and on no other amount whether paid as charges, taxes, interest or any other amount. However non-payment of installment, charges, taxes, interest, etc. shall constitute a default and no return shall be payable during the period such default continues. In case of default in making payment of any installment, charges, fees, taxes or any other amount, the return shall resume from the date of default subject to and only after realization of defaulted amount along with applicable penal interest on such delayed payment, if any. The return shall be paid on monthly basis after deducting TDS, if any. The return shall be payable till 31 Oct., 2018 or till the date of offer of possession of Unit, whichever is later.
- The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.
- In case of joint applicants, Pre-possession Return shall be payable in following proportion:

Applicant 1: \_\_\_\_\_ %

Applicant 2: \_\_\_\_\_ %

### Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans.
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form.
- All payment through cheques/DD or any other modes are subject to realization to the account of developer.

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



## PAYMENT PLAN - IV

### Construction-linked Payment Plan with Switch Option (“CLP Plus”)

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 45 days from date of booking
Second Installment	10% of Basic Price/Premium within 90 days from date of booking
Third Installment	10% of Basic Price/Premium on commencement of casting of Ground floor
Fourth Installment	10% of Basic Price/Premium on commencement of casting of Second floor
Fifth Installment	10% of Basic Price/Premium on commencement of casting of Seventh floor
Sixth Installment	10% of Basic Price/Premium on commencement of casting of Twelfth floor
Seventh Installment	10% of Basic Price/Premium on commencement of casting of Eighteenth floor
Eighth Installment	10% of Basic Price/Premium on commencement of casting of Twenty Third floor
Ninth Installment	10% of Basic Price/Premium on casting of Top floor
Tenth Installment	5% of Basic Price/Premium on finishing of external facade
Final Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) ‘Date of Booking’ refers to the receipt of application along with the booking amount and all KYC documents (identity proof, address proof, photo, PAN, NRI/PIO status docs, and other documents) by the Developer. Notwithstanding the realization of the booking amount, Developer reserves right to reject the application in case KYC Norms are not fulfilled within 30 days of receipt of Application.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer.
- (4) The Applicant(s) of this plan shall have an option to switch to any other payment plan within 6 (six) months of date of booking, subject to such conditions as may be determined by the Developer from time to time. The Applicant(s) shall send his/her/it’s request to the Developer indicating his/her/it’s intention to switch to any other payment plan and shall comply and fulfill the minimum threshold requirement for commencement of return within 30 days of exercise of option to switch to another payment plan. The option to switch to another payment plan shall be available only once and 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 in this regard.
- (5) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.

#### Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans.
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form.
- All payment through cheques/DD or any other modes are subject to realization to the account of developer.

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

## PAYMENT PLAN - V

### Down Payment Plan with No Return (24% discount)

Basic Price/Premium	As applicable
Booking Amount	₹ 2,00,000/- (₹ Two Lakh Only)
First Installment	10% of Basic Price/Premium (including booking amount) within 30 days from date of booking
Second Installment	85% of Basic Price/Premium within 60 days from date of booking
Third Installment	5% of Basic Price/Premium within 30 days from the offer of possession

- (1) The Applicant under this Payment Plan shall be entitled to a discount of 24% on the applicable basic price/premium, if he pays 95% basic price/premium 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.
- (2) Service Tax, VAT and other taxes, duties or levies as applicable shall be payable extra in accordance with prevailing law/rule. Any return will be payable only if the applicant has paid all applicable taxes including service tax alongwith corresponding installment/payment.
- (3) Additional/Other charges applicable to the applicants either at the time of booking or in future shall be payable by the Applicant as per the demand by the Developer prior to or at the time of the offer of possession.
- (4) The Agreement to sub-lease will be executed post receipt of second installment mentioned herein above and completion of all necessary documentation including KYC norms.

Note

- Please confirm the payment plan you have opted for by signing at the end of the relevant plan and striking-off other plans.
- Price, other charges and payment plans are subject to change without any notice. Please check the prices and payment plans applicable on the date of booking. 1sq. ft. = 0.093 sq. mtr.
- Payment terms are to be read along with the terms & conditions stated in the Booking Application Form.
- All payment through cheques/DD or any other modes are subject to realization to the account of developer.

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

## CHARGES APPLICABLE TO ALL PAYMENT PLANS

1. Preferential Location Charges for Lockable units (i.e., 'Unit PLC') payable at the time of offer of possession.
  - Corner PLC : ₹ 250/- psf
  - Green Facing PLC : ₹ 150/- psf
  - Executive Suites PLC : ₹ 400/- psf
  - Maximum PLC applicable on any unit : ₹ 400/- psf
2. One time charges for any equipment(s)/facilities : ₹ 250/- psf  
(in addition to standard specifications including but not Limited to Electrification , Fire Fighting Equipment, Power Back-up Installation and IFMS)
3. Any escalation in cost of land and/or other charges and premium demanded by GIFTCL or other statutory bodies from time to time proportionate to the area of the unit.
4. GIFT Authority Charges (Payable as and when demanded by Developer or GIFTCL, their Nominees and Managing Society/Association as applicable) including:
  - Electricity, Water, Sewage facility, solid waste collection & other connection Charges
  - District cooling system (DCS) charge & chilled water connection charges
  - Lease Charges
  - GIFT City maintenance charges as would be calculated on the Built Up Area (BUA)
  - Sinking Fund
  - Security amount and any other charges as decided by GIFTCL or Statutory bodies from time to time.
5. Recurring Charges payable to the Developer or it's nominee/maintenance agency including:
  - Common Area Maintenance Charges
  - Energy Charges
  - Proportionate cost of insurance of building of the complex/building
  - WTC Services : ₹ 2.00/- psf\*\*/per month

\*All charges on actual plus 20% Admin and Overheads charges.

\*\*WTC Service charges are fixed for the first three years from the date of offer of possession and thereafter will be revised.
6. Car Parking on right to use basis: Right to use one car parking is mandatory for every 1000 Sq. Ft. of super area booked or in proportion thereof and will be available either at the WTC Project or at the GIFT Multi-level Car Parking. The charges for right to use of the parking will be one time charge along with recurring monthly charges, on such terms of use which shall be governed by the policies of the Developer or it's nominee and policies, regulations and terms of prescribed by GIFTCL or it's nominee made applicable from time to time.
7. WTC Business Club: All allottees shall also be eligible to apply for WTC Business Club Membership, on charges as applicable.
8. 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.

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

# TERMS AND CONDITIONS

The following terms & conditions and the payment plans attached herewith forms an integral part of the application for booking of "Unit" on leasehold basis in 'World Trade Center Gift City' project ("Project") being constructed & developed at the plot of land bearing Block No. 51, GIFT City, District Gandhinagar, Gujarat ("Plot") by M/s WTC Noida Development Company Private Limited ("Developer") or its holding, subsidiary or affiliate company.

1. GUJARAT INTERNATIONAL FINANCE TEC-CITY COMPANY LIMITED, ("GIFTCL") has granted development rights on the Plot of land located at Block No. 51, Non-SEZ Zone, GIFT City, District Gandhinagar, Gujarat ("Land") vide Letter of Allotment (LOA) bearing Memo no. GIFTCL/HO/BDM/CLIENTS/2014/27-01, dated 12.09.2014 and further Agreement to Lease cum Development Agreement (ATL-cum-DA) executed between the Developer and GIFTCL for setting up a 'World Trade Center Gift City', a 'project' comprising of buildings for Commercial and Residential use.
2. In terms of the ATL-cum-DA, the Developer is entitled to the designing, financing, procuring, constructing, operating, marketing, selling and maintaining the World Trade Centre Gift City project on the Plot and pursuant thereto the Developer has commenced marketing and booking of the built-up space / units in the Project in accordance with the terms and conditions of the ATL-cum-DA.
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 'Government of Gujarat', 'GIFT Urban Development Authority', 'GIFTCL', 'District Collector, Gandhinagar', as relevant and applicable to the Land and the Project, collectively referred as 'Regulations'. The applicant has fully satisfied himself about the rights/interest of the Developer in the Land as well as to develop the Project and has understood all limitations and obligations in respect thereof.
4. The Applicant(s) understands and acknowledges 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) unless such booking is confirmed by the Developer by execution of an Agreement to Sub-Lease in favour 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 Agreement to Sub-lease is executed between the Developer and Applicant. Notwithstanding the encashment of cheque/demand draft/pay order for the booking amount, in case the Developer, reject 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 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. The Applicant(s) specifically agrees that the allotment of the Unit shall be subject to strict compliance of all terms and conditions of this application and that of GIFTCL made applicable from time to time as well as applicable Regulations and of the Agreement to Sub-Lease to be executed later on between the Applicant(s) and 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 Sub- Lease and the applicant(s) do not become entitled to any allotment in the Complex 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 the "Agreement to Sub-lease" (Agreement) in the Developer's standard format is executed and the applicant agrees to abide by the terms and conditions laid down therein.
7. The amount equivalent to 20% ( twenty percent) of Basic Price/Premium 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 basic price/premium 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, the Developer shall have the right to cancel the booking / allotment after notice of such cancellation and forfeit the earnest money and recover the brokerage paid to the broker in respect of the Applicant's booking along with applicable service tax on such amounts, if any.
8. In case prior to execution of the Agreement, 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) as well as brokerage (if any) paid or payable by developer for applicant's booking, along with applicable service tax, (if any) with interest thereon. Alternatively, the Developer may deduct the aforesaid amount including the brokerage from the amount paid by the Applicant(s) and refund the balance amount, if any. However, instead of paying the brokerage, 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. 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. However, after execution of Agreement, he will be entitled to return as specified in the payment plan opted by the Applicant(s) from the date when he paid the minimum amount of basic price/premium 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 .
9. The Applicant(s) acknowledges that the size of the Unit mentioned in application is tentative and same will be finalized only on the completion of the construction and development of the building. However, Developer shall endeavor that size of the Unit shall not vary by more than fifteen percent from what has been stated in application. The final calculation will be done at the time of Offer of Possession.
10. 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.
11. The timely payment by Applicant(s) of installments of basic price/premium 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. 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 alongwith brokerage paid/payable in respect of such booking/allotment from the money received from the the Applicant and balance 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).
12. The Applicant(s) shall make all payments towards basic price/premium and other charges for the Unit by way of cheques/drafts/pay orders issued in favour of "WTC GIFT" or in such name as informed by the Developer from time to time. For all cheques/drafts/pay orders the date of realization shall be taken as the date of payment. 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 it's 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.

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

13. 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 case of default in payments of any amount by Applicant(s), developer shall be released/discharged from all its liabilities to pay any return in addition to its entitlement to cancel the allotment of booking. However, if Applicant(s) subsequently pays the defaulted amount with applicable interest for delayed payment prior to cancellation, the Developer shall resume the payment of return including return for the period of default as per the opted payment plan from the date of payment of defaulted amount along with applicable interest & charges .
14. Within 3 months from the date of booking and subject to the terms and condition of this application as well as the Agreement and in compliance with the Regulations, the Developer shall endeavor to allot the Unit to the Applicant(s) as mentioned in the application form. In case the unit opted by the Applicant is not available, the Developer shall have the option to allot another Unit available on same floor and such allotment shall be binding on the Applicant(s). The allotment shall be valid only in respect of the Applicant(s) who has complied with the terms and conditions of the application and Agreement and has not defaulted in payment of basic price/premium and other charges in accordance with the payment plan opted by the Applicant(s). Any allotment of Unit in terms of this Application shall be provisional and shall be confirmed only at the time of offer of possession.
15. Subject to compliance of all terms & conditions mentioned herein as well as mentioned in the Agreement and also subject to payment of basic price/premium & other charges applicable on the Unit by Applicant(s), developer shall effect/cause execution of sub-lease deed of the Unit for such period and on such terms as prescribed by GIFTCL or any other authority having jurisdiction over the Project. All expenses including Stamp Duty, Registration Fee, legal and miscellaneous charges involved in its execution and registration including renewals thereof (if any) shall be borne by Applicant(s). The Applicant(s) shall be bound by the terms of such sub-lease deed and shall be liable for any non-compliance with the terms of such sub-lease deed and agrees to indemnify the Developer in respect of any claim or loss or consequences arising on account of his default/breach. In case of any failure of the Applicant(s) to execute and register the sub-lease deed within 30 days of request for registration, the Developer shall be released of all its liabilities including liability to pay any return/charges as per the payment plan and the Applicant(s) shall be solely responsible for any damage/loss to the entitlement / ownership of leasehold rights of his allotted the Unit. On execution and registration of the Sub-lease deed, the Applicant(s) shall have exclusive leasehold right to the Unit and shall be solely and exclusively entitled to the benefit arising out of the Unit as well liable for any obligation or liability attached to the leasehold rights of the Unit.
16. 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) must take the possession of the 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 phases of the Project. Services necessary for the use and operation of the Unit such as electricity, water, air conditioning, elevators, shall be available at the time of offer of possession, 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/it's nominee's responsibility to provide electricity, fire-fighting, water and air-conditioning 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.
17. The Developer will give possession of the space on super area basis comprising of built up area and usage rights in common shared spaces including common utilities / facilities provided / to be provided in the project after completion in its entirety. 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.
18. The Developer shall endeavor to offer possession of the Unit within a period of 36 months from the date of execution of "Agreement to Sub-lease" of the Unit plus additional grace period of 12 months. If construction of complex/building 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 or any other public authority, then the date of offer of possession shall be extended by the duration of such event and impact. If the Applicant(s) commits default in payment of all amounts and charges payable under the payment plan or as and when demanded by the Developer and has failed to comply with the terms and conditions of this application or Agreement to Sub-lease executed between the Developer and Applicant(s), then holding charges @ Rs.5/- per Square Ft. per month will be applicable after a period of one month from the date of offer of possession of the Unit, and the possession shall stand extended till the Applicant(s) clears all dues/charges. In case of delay in offer of possession beyond the aforesaid period, the Applicant opting for the payment plan with return shall be entitled to the payment of the return payable under the respective plan till the offer of possession. The applicant opting for plan other than return linked plans shall be entitled to payment of penalty @10% per annum on the basic price/premium paid till the date of offer of possession for the period of delay.
19. The Unit booked herein being part of WTC GIFT CITY project, can be used only for such limited commercial purpose as is approved under the terms and conditions of the ATL cum DA as well as policies of various statutory authorities including Government of Gujarat, GUDA, GRS, GIFTCL and Collector orders etc., subject to any revision of policy.
20. The Developer shall be always 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. Developer may change the lay-out plans, building plans and/or floor plans of buildings/structures in said Project in such manner, which the Developer may deem fit and proper.
21. The Applicant(s) understands that the expression 'Lockable Unit' shall mean a self managed space which can be 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 and forming part of a larger space/floor. 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 the Non-Lockable units acknowledges and undertake not to create any walls or partition around their units and neither to create any obstacle to the use of the respective unit as part of the larger space/floor.
22. The Applicant(s) may transfer/assign his rights/claims/interests in the Unit subject to the terms and condition laid by the Developer in this regard including payment of administrative charges and transfer charges for facilitating transfer, as applicable. However, there will be no charges for first transfer/assignment of the Unit. Any transfer/assignment of the Unit shall be permitted only after the execution of the Agreement between the Developer and the Applicant. Any addition of a new party and deletion of an existing party 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 including entitlement to return as per payment plan or change in the area allotted, reissue of return/charges cheques 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 before the agreement if it is within the blood relation (comprising of Husband/Wife, their spouse and children) without any charge for such addition or deletion.
23. The Applicant(s) on taking possession of the Unit, will be required to become member of the representative body/Legal entity, that may include an incorporated body or a trust or society, in terms of the requirement of GIFTCL and District Collector's orders. Also, for the purpose of efficient administration and use of the non-lockable units of the allottees in terms of renting/leasing and distribution of lease rent/benefits and maintenance of the units, the applicant for non-lockable units agree to form an appropriate representative body/entity of their choice, that may include an incorporated body or a trust or society, that will be appropriately authorized by each of the participating allottees to enable leasing/renting of the non-lockable units as well as 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 the terms and conditions prescribed and adopted by the participating allottees. Notwithstanding the creation of separate representative body/entity, each of the participating allottees shall be liable and responsible for compliance with the terms of this application form as well as Agreement to Sub-lease and the sub-lease deed agreed to be executed on a later date. 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 in proportion of the area contributed.
24. 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 for execution of necessary documents in this regards.

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

25. In case applicant(s) opts to have 'Lockable Unit, location of such Unit shall be identified by Developer at the time of allotment. In case any Allottee opting for the Non-lockable Unit intends to convert the Unit into Lockable, he shall submit the request for such conversion prior to the offer of allotment and the Developer may, in its absolute discretion, convert the booking of non-lockable Unit into Lockable Unit provided any cost incurred on such conversion shall be borne by the Allottees and on 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. No request for conversion will be considered post the allotment of the unit having been done.
26. In addition to Basic Price/Premium, the applicant(s) has also agreed to pay, wherever applicable, charges/deposits for preferential location, if any, charges for right to use car parking space which may be either in the Project or in the Multi-level Parking being developed by GIFTCL at the GIFT CITY, including lump sum as well as recurring monthly charges, one car parking being mandatory with every unit. Also, lease rent payable to the competent authority and other charges as may be intimated by GIFTCL/GoG. In addition the Applicant may also be liable to pay additional charges as and when demanded by the Developer and/or maintenance agency for any equipment(s)/facility(ies) including but not limited to electrical installation/sub-station, power back-up installation, utility connection(s), fire-fighting equipments, pollution control equipment/devices as well as charges/deposit that may include maintenance charges, sinking fund, WTC charges, permission to lease charges, any escalation in cost of land / development rights charged by GIFTCL, development and/or maintenance charges with respect to the GIFT City charged by GIFTCL, Common Area Maintenance & Water consumption charges, 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. The list of charges mentioned herein are only indicative and not exhaustive and shall be determined by the Developer and/or levied by GIFTCL at appropriate time. These charges/deposits shall be levied as prescribed by the Developer and/ or as per than prevailing industry standards. CAM (Common Area & Maintenance Charges, charges for sinking fund, water consumption charges, electricity consumption charges etc. shall be payable for rendering common services in said complex. These charges shall be in accordance with the prevailing industry standards and GIFTCL terms and conditions. These charges along with any delayed payment charges, if applicable, shall be payable by the allottees as and when demanded by the Developer and/or GIFTCL.
27. In the situation of the Applicant wanting to cancel his allotment after execution of the Agreement to Sub-Lease, the cancellation request letter must be accompanied by 'No Objection Certificate' of broker, to cancel the allotment/agreement, however, in such a situation developer shall be entitled to forfeit the earnest money equivalent to 20% of the BSP/Premium, all discounts, commissions paid to brokers and other expenses incurred by developer on Applicant(s) booking from amount received from the Applicant(s) and the balance shall be refunded to the Applicants.
28. Basic price/premium 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. Based on the initial drawing/ design, the total efficiency of a floor plate is estimated to be about 65% in case of Non-Lockable units and 60% in case of Lockable unit. This may vary by 5% in either case.
29. 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 sub-lease deed in favor of the Applicant(s).
30. '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.
31. In case of abandonment of project by the Developer due to cancellation of the project approvals/permits by the competent authority or for any other reason or the Developer is not in a position to allot/deliver the possession of the Unit, the Developer liability shall be limited to refund of the amount paid by the Applicant and the Developer shall not be liable for any other compensation/damage. The Applicant(s) do hereby undertakes that the decision of the Developer in this regard shall be conclusive, final and binding on the Applicant(s). Upon payment of the aforesaid amount, the allottee shall have no right in the Unit/Project.
32. The Developer shall execute "Agreement to Sub-lease" with respect to the Unit only after receiving the amount of consideration indicated as per the payment plan opted by the Applicant(s). The Applicant(s) must execute the Agreement and return one original to the Developer within 30 days of dispatch of such Agreement and any failure in this regard shall be treated as breach of these terms and the Developer shall be entitled to cancel the booking and deduct earnest money equivalent to 20% of the BSP/premium and refund any balance amount.
33. 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.
34. 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. 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) 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 mentioned 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 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.
35. 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.
36. 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 Agreement to Sub-Lease in favor of the applicant(s) 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.
37. 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.
38. In case of any dispute between the parties hereto (including their successors) concerning accompanying application 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.
38. 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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