



WEGMANS
CONSTRUCTION WITH INTEGRITY

APPLICATION FORM

Application for allotment of IT/ITes unit in Wegmans Business Park Tower No.1
On Plot No.3, Sector-Knowledge Park-III, Greater Noida City, District- Gautam Budh Nagar,
U.P. ,Pin-201308

To,

The Managing Director,
Wegmans Industries Pvt. Ltd.,
F-7, East of Kailash,
New Delhi-110065.

Dear Sir,

I/We apply for allotment of _____ Sq. Ft. undivided super built up area in your upcoming
"Wegmans Business Park" Tower No.1 on Plot No.3, Knowledge Park-III, Greater Noida City, District-
Gautam Budh Nagar, U.P., Pin-201308 being developed and constructed by your Company. Kindly register
my/our application in your record.

I/We agree to sign and execute, as and when desired by the Wegmans Industries (P) Ltd. (on confirmation
of allotment), the allotment and grant of lease on the Company's standard forms which have been shown
to me/us and contents whereof have been read and understood by me/us. I/We shall be bound by them.
I/We agree to abide by the terms and conditions enclosed with the Application Form.

I/We remit herewith a sum of Rs. _____ (Rupees _____
_____ only) by way of Bank Draft/Cheque

No. _____

Dated _____ favouring M/s Wegmans Industries Pvt. Ltd. drawn on _____
and payable at Delhi towards the part payment of earnest money.

I/We further agree and undertake to pay installments of the earnest money on the stipulated date(s) as
described in the payment option plan/payment schedule _____
opted by me.

My/Our particulars as mentioned below may be recorded for reference and communications :-

1. First Applicant

Mr./Mrs./Ms.

Son/Wife/Daughter of Mr./Mrs.

Date of Birth.

Profession.

Date of Incorporation (In case of Ltd. Co.)

Residential Status: Resident/Non-Resident/Foreign National of Indian Origin

Nationality.

Please affix
passport size
photograph

(X)

(XX)

Residential Address
.....
Office Address
.....
Tel. Res.....Off.....Mobile
Fax No..... E-mail.....
Marital Status.....No. of Children.....
Income Tax Permanent Account No./Ward No.
Passport No.

2. Second Applicant (IN CASE OF JOINT APPLICANT)

Mr./Mrs./Ms.....
Son/Wife/Daughter of Mr./Mrs
Date of Birth.....
Profession
Residential Status :Resident/Non-Resident/Foreign National of Indian Origin
Nationality
Residential Address
.....
Office Address
.....

Please affix
passport size
photograph

Tel. Res..... Off..... Mobile
Fax No..... E-mail
Marital StatusNo. of Children.....
Income Tax Permanent Account No./Ward No
Pass port No

3. Details of the Unit : Wegmans Business Park, Tower No. 1

a) Floor..... b) Super Built up Area..... Sq. Ft.

4. Payment Plan Option/payment schedule

5. Basic Booking Price Rs.....(per sq. ft. of Super Area)

Cost Rs.....(Rupees)

I/We, the above applicant(s) do hereby declare that the above particulars given by me/us are true and correct and nothing has been misrepresented/concealed therein. I/We agree that any allotment based on this application shall be subject to the basic terms and conditions attached to this application. I/We undertake to abide by the terms and conditions and the payment plan attached to this application and which shall ipso-facto be applicable to my/our legal heirs and successors. I/We declare that in case of non-allotment of the Unit Space, my/our claim shall be limited only to the refund of the deposited amount without any interest.

Name of the Applicant(s)

Signature of the Applicant(s)

(X)
(XX)

Date: _____

Basic Terms and conditions for Booking/Allotment of IT & ITes Undivided Space (Unit) in Wegmans Business Park (Tower No.1) in Plot No.3, Knowledge Park-III, Greater Noida City, District Gautam Budh Nagar, U.P.

1. That the applicant understands and is aware of the manner and the extent of the rights, interest and entitlement of the developer in the land measuring approximately 10 acres or thereabouts situated at Plot No. 3, Knowledge Park-III, in Greater Noida and the proposed project is known as Wegmans Business Park which is briefly reproduced herein below:
 - I. M/s Wegmans Industries (P) Ltd. has been allotted 10 acres land (herein referred to as Project Land), at Knowledge Park-III, Greater Noida by Greater Noida Industrial Development Authority (GNIDA) vide their Letter No.2364/IND/2002 dated 15/01/2003.
 - II. M/s Wegmans Industries (P) Ltd. has been given possession of 7.05 acres land on 14/02/2005 and remaining land viz 2.95 acres shall be given by the GNIDA soon after completion of land acquisition process. The lease deed executed by the GNIDA in favour of Wegmans Industries (P) Ltd. has been seen and read by me/us.
 - III. The Wegmans Industries (P) Ltd. intends to develop an IT Park in phases. In the first phase IT Tower No.1 of the area of about 3 lacs sq. ft. will be constructed by the end of March 2009.
 - IV. The scope of work of the Wegmans Industries (P) Ltd. (Developer) will be to construct warm-shell, which shall be limited to the following :-
 - ★ Floor base,
 - ★ Full exterior work,
 - ★ Front elevation,
 - ★ Landscaping work,
 - ★ Fire Fighting Arrangements,
 - ★ Air conditioning up to big halls on each floor (Working space),
 - ★ Standby power backup on each floor.
 - ★ All interior work of the common areas like :
 - ❖ Lift
 - ❖ Staircase
 - ❖ Lobby area
 - ❖ Parking area
 - ❖ Toilets
 - V. The following jobs will not be covered under the Scope of work to be executed by the Wegmans Industries (P) Ltd. (Developer):
 - ★ Final decorative flooring of the big halls
 - ★ Furniture and fittings in the big halls (working space)
 - ★ False ceiling of the big halls (working space)
 - ★ Lighting equipments in the big halls (working space)
 - ★ Wall finishing & Painting beyond plaster work.

2. That the Applicant has represented that it has specifically understood and agreed upon that.
 - a. The performance by the Developer of its obligation under these presents are contingent upon approvals to be granted by various statutory authorities/local bodies/ departments, (herein referred to as "Authorities") from time to time and subject to all applicable laws/notifications/ conditions as imposed by these Authorities.
 - b. The Developer has readily provided all information, clarification as required by the applicant and applicant is applying for the said Unit with full knowledge of all the title, rights and interests of the Company and laws, rules, regulations, notifications etc. applicable to the IT Tower-I in particular and the terms and conditions contained in the Unit Buyers Agreement (agreed to be executed) after understanding its rights, duties, responsibilities, obligations under each and all the clauses of the proposed Unit Buyers Agreement.
 - c. The allotment of the said Unit shall be provisional and shall only be confirmed upon approval of the Board of Directors of the Wegmans Industries (P) Ltd. and execution of the proposed Unit Buyers Agreement. After allotment the ownership right of the buyer begins only after the full payment is made and sale/lease deed of the unit(s) is executed.
3. That the applicant(s) has/have fully satisfied himself/themselves about the title, right and interest of the Company in the plot of the land which has been allotted to the Company by Greater Noida Industrial Development Authority (State Government Undertaking) on which the Project is being developed and that the allotment is on lease hold basis and has further understood of all the limitations and obligations in respect thereof of the developer and the unit buyers.
4. That the applicant has seen and accepted the building plans, building designs and specifications provided to him which are tentative and agrees that the Developer may make such variations, additions, alterations and modifications etc. therein as may be directed by any competent authority/ authorities, architect or otherwise and the applicant hereby gives his consent to such variation, additions, deletions, alterations and modifications etc. The applicant(s) agree(s) that no claim monetary or otherwise will be raised in case of any change. It is clarified that the initial rate of booking of the Unit without interest will be applicable in case of refund or demand.
5. That the applicant(s) has/have applied for allotment of IT & ITes Unit (hereinafter referred as Unit) proposed to be constructed by the Company in the name of Wegmans Business Park Tower-1 (said project) being conceived and developed by the Company WIPL in Plot no.3, Knowledge Park-III, Greater Noida.
6. That all payments by the applicant(s)/allottee(s) shall be made to the Company only through Demand Drafts/Account Payee Cheques drawn upon Scheduled Banks in favour of "M/s Wegmans Industries (P) Ltd." payable at Delhi only. Payment of cheque(s) is subject to realisation only.
7. That the applicant may, at its own cost, expense and risk, arrange any loan/funds from any banker or financial institutions to finance the purchase of the said Unit. In case the loan is not granted or cancelled or withdrawn by the banker/financial institution on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the Developer.

8. That all existing & future statutory charges and other levies, rents, taxes, charges, cess etc. demanded or imposed by the Authorities shall be payable proportionately by applicant(s)/allottee(s) from the date of booking as demanded by the Company over and above the basic booking price.
9. That the rate mentioned above for the sale of area of the said Unit is for what is known as the super built up area which includes the covered area, the area under the periphery walls, area under the columns and walls, the proportionate area utilized for common uses, services and facilities. In case calculation of the area is done on carpet area basis, the price will go up to 35% of the basic booking price of the super built up area.
10. That notwithstanding what is stated herein, the Applicant(s) hereby specifically agree(s) and acknowledge(s) that the timely payment of installments as also the other charges including registration charges, maintenance charges etc. is the essence of the terms of the booking/allotment. Penal interest @ 18% p.a. shall be payable by the applicant(s)/allottee(s) in case of failure to pay the installment(s) and other dues by due date or as demanded by the developer. However if payment is not received within 90 days from the due date or in event of breach, of any terms and conditions of this allotment, by the applicant(s)/allottee(s), the allotment will be cancelled without any notice at the discretion of the Company and the earnest money (25% of the total cost of the unit) paid by the applicant(s)/allottee(s) to the Company shall stand forfeited. The balance amount if any shall be refunded to the applicant(s)/allottee(s) without any interest after the said unit is allotted to some other intending buyer.
11. That the applicant(s) agree(s) that in case the applicant(s) intend(s) to transfer the said Unit at any point of time whether before or after the completion of the complex, in favour of any entity nominated by the applicant (Transferee), the applicant(s) would apply to the Developer on the prescribed format of the Developer (available at the office of the Developer) and the Developer will at its sole discretion may consider to transfer the said Unit in favour of the transferee. Such transfer shall be effected by the Developer only after receipt of the Administrative Charges, as prescribed by the Developer from time to time, from the Applicant at the time of the transfer.
12. That on completion of the phase 1 of the building containing the applicants space & after all amounts due & payable by Applicant is paid in full by the Applicant to Wegmans Industries Pvt. Ltd. Thereupon only, applicant becomes eligible to be a Sub-lessee of Greater Noida Industrial Development Authority/ Wegmans Industries Pvt. Ltd. and entitled to receive monetary return of the rentals, if any. Applicant hereby duly authorises Wegmans Industries Pvt. Ltd. to lease out the premises on his behalf & also execute all documents including signing before the Sub-Registrar for registration of the lease deed & Wegmans Industries Pvt. Ltd. can receive the money in its name, or in the name of the applicant on any count from the lessee/tenant/licensee. Wegmans Industries Pvt. Ltd after finalising the lease for the proposed building shall inform the applicant about the terms & conditions of the lease as settled with the lessee. Applicant shall not be entitled to lease the space and/or to otherwise deal with the same directly without the consent in writing from Wegmans Industries Pvt. Ltd. The terms & conditions of the lease negotiated by Wegmans Industries Pvt. Ltd as aforesaid shall be final & binding upon the applicant. The applicants will not obstruct or neglect or default to adhere to above decision taken by the Wegmans Industries Pvt. Ltd. This is an essence of this contract and a prerequisite condition perceived as precedent for the success of the Project/Investment.

13. That the Developer shall make all possible efforts to complete the IT Tower No.-1 up to 31-03-2009. However, if the Developer fails to complete the building due to any reasons of 'force majeure' including slow down, strike, lock out, civil commotion/disobedience/ disturbance by reason of war, riot, enemy or terrorist action, fire, storm, earthquake, flood, lightning, natural calamity/conditions or an act of God, delay in the grant of completion/occupation certificate or any other authorization or license by the Government and/or any other public or competent authority or for any reason beyond the control of the Developer including any matter pertaining to the IT Tower-1 being sub-judice before any judicial/quasi-judicial or any other authority and in any of the aforesaid events or contingencies, the Developer shall be entitled to a reasonable extension of time in completion of IT Tower-1. For any such extensions of time the Applicant/Allottee shall not be entitled to get or to claim any compensation/damages etc. from the Developer. If there is delay in the completion of the project due to any other reason, except for the reasons mentioned above, the Developer shall compensate the Applicant/Allottee by paying him compensation to be calculated @ Re. 0.50% per month on his total money received up to 31-3-2009.
14. That all the units of the undivided space in the Wegmans Business Park IT Tower No.1, shall be used exclusively for IT/ITes Industry to comply with GNIDA/Govt. stipulations in respect of utilization of space. I/We (unit buyers) record my/our consent for the same. For running an IT Industry and IT enabled service industry, the IT companies typically require contiguous large areas. The Wegmans Industries Pvt. Ltd. has right to lease IT space on reasonable terms and conditions to the IT companies in the best long-term interest of the unit buyers/complex and other stakeholders. The Wegmans Industries Pvt. Ltd. shall also award the contract for facilities management to some reputed facility management company on the reasonable terms and conditions
15. That the applicant has specifically agreed and understood that the Wegmans Industries Pvt. Ltd. shall receive the lease rent from the tenants on behalf of the unit buyers and can distribute it to them. The lease rent will be distributed after deducting maintenance charges, Government levies & taxes and 1% fixed administrative charges. The Wegmans Industries Pvt. Ltd. will charge the above said "1%" only as administrative expenses, irrespective of the fact whether the cost involved is more or less.
16. That it is hereby understood and agreed upon that undivided space will be allotted to me/us and the area will be linked with the number of units bought. It will have no relevance with its location i.e. front portion or rear portion on the floor. As all the space of the floor is to be leased out only to IT and ITes Industry, therefore the entire space can not be leased out from the day one of the completion of the project and also the lease rent may not be similar from all the tenants. The Wegmans Industries Pvt. Ltd. will evenly distribute the lease rent amongst all the buyers of space on a floor in proportion to their holding of number of units. I/We record my/our irrevocable consent for the same.
17. That the Wegmans Industries Pvt. Ltd. will create a contingency fund for meeting unforeseen expenditures. For the purpose of creating the contingency fund the Wegmans Industries Pvt. Ltd. will provide at least 1% of the lease rent to the said fund, so that the unit buyers are not loaded with onetime burden for meeting the contingent liabilities including miscellaneous expenses.
18. That the Facilities Management charges shall be charged extra from tenants and will be paid to the Facilities Management Agency.

19. That in view of the importance of signages for a successful commercial development, the intending applicant(s) has/have specifically agreed and understood that the Developer shall have absolute right on the signage inside/outside/near, within or on the face of the said Building/said plot of land and the Developer may determine and allow the usage by the occupier of such signage at its own discretion. The Developer shall have absolute right to identify, earmark and allot such places for affixing signage on the exterior/interior of the said Building/said plot of land. All external walls, windows, passages, common areas, other allottee's property etc shall never be occupied, signage/ publicity/advertisement materials or display board installed, air-conditioning units or generators installed or no other activity is done which spoils the aesthetics of the building or area causes noise pollution or any other inconvenience to any other party or the developer. For putting names of the various occupiers, developers will make all the provisions and none of the allottee(s) shall do it otherwise. The National/Multinational Companies, Firms etc. desirous to display their publicity or advertisement material inside or outside the boundary wall or anywhere in the common area for public view shall apply in writing to the Managing Director of the Wegmans Industries (P) Ltd. (Developer). Only after approval by the Developer, the publicity/advertisement material will be displayed at cost. The aforementioned publicity/advertisement revenue will go to the Developer.
20. That the Wegmans Industries Pvt. Ltd. and/or the Facilities Management Company through their authorized officials shall at all times have unhindered/ unrestricted access to the units for maintenance, upkeep, providing of facilities such as Power backup water, security etc and for checking of the proper use of space etc or for any other reasons in the interest of the the unit buyers
21. That the Wegmans Industries Pvt. Ltd. and/or the Facilities Management Company through their authorized officials shall at all times have unhindered/unrestricted access to the units for maintenance, upkeep, providing of facilities such as power backup, water, security etc and for checking of the proper use of space etc or for any other reasons in the interest of the unit buyers.
22. That the roof right will remain with the Developer. In the event of increase of the FAR and further construction over the last floor is permitted by the competent authorities, the developer shall be entitled to construct further floors to his convenience.
23. That any notice, letter or communication to be made, served or communicated to the Developer shall be deemed to be duly made, served or communicated only if the notice or letter or communication is addressed to the proper address of the Developer similarly as above or changed addresses as may be intimated by the Developer in this regard and sent by registered post.
24. That Applicant(s)/Allottee(s), having NRI status of being foreign nationals shall be solely responsible to comply with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 and/or any other statutory provisions governing this transaction which may inter-alia involve remittance of payment/consideration and acquisition of immovable assets in India. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority/Company, the amount paid towards booking and further considerations will be refunded by the Company after forfeiting earnest money, as per the rules without interest and the allotment will be cancelled forthwith. The Company will not be liable in any manner on such account.
25. That the Company shall have the first lien and charge on the said Unit for all its dues and other sums payable by the applicant(s)/allottee(s) to the Company.

26. That the applicant(s)/allottee(s) undertake to abide by and comply with all the existing and future laws, rules and regulations applicable to the said Unit/Project.
27. That all the Common Areas, Terraces, Lifts, Common Walls, Generators & Other Electrical Equipments, HVAC Equipments and Fire Fighting Equipments etc will be strictly under the supervision and possession of the Wegmans Industries Pvt. Ltd. or the Facilities Management Company
28. That in case the Company is forced to abandon the said Project for any reason, the Company shall be liable to refund the amount paid by the applicant(s)/allottees(s) without any interest or compensation within six months from the happening of such eventuality.
29. That the applicant(s)/allottee(s) before acquiring the sub lease rights of the unit(s), will clear all the dues with respect to the unit(s) and shall have the agreement to sub lease executed between the Greater Noida Industrial Development Authority (lessor)/Wegmans Industries Pvt. Ltd. (lessee) and sub lessee after paying the required stamp duty and other expenses etc
30. That detailed terms and conditions shall form part of the allotment letter which the applicant(s)/allottee(s) shall execute on confirmation of allotment.
31. That car parking (covered & open) of the space not included in the super built up area will be provided at the sole discretion of the developer on rental basis.
32. That to settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Allotment Letter, terms whereof have been seen, and understood/accepted by the applicant(s).
33. That the applicant(s) shall get his complete address registered with the Company at the time of booking and it shall be his responsibility to inform the Company by registered A.D. letter about all subsequent changes in the mailing address failing which, all demand notices and letters posted at the last registered address will be deemed to have been received by him at the time when those should ordinarily reach on such address and he shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of the buyer identification number, allotted by the developer at the time of receipt of allotment request, must be mentioned invariably and clearly.
34. That in case there are joint applicants, all communications shall be sent by the Company to the applicant whose name appears first, at the address given by him for mailing and which shall for all purposes be served on all the applicant(s) and no separate communication shall be necessary to the other applicant(s).
35. That singular shall mean and include plural and masculine gender shall mean and include the feminine gender wherever applicable.
36. That India is a developing country. However purchase of property is subject to market risk. No body can guarantee that Properties market will always remain on rise. It can fall or rise any time. The Developer has explained about the market risk to the unit/space buyer.

37. That in case of any loss to the buyer due to fall in prices of Real Estate and other unforeseen risks/liabilities, the Developer will not be responsible for the losses to the buyer.
38. That the aforementioned terms and conditions are not exhaustive and are merely indicative. A copy of this application form bearing my/our signature(s) has been given to me by the Developer for future reference and record.
39. That in case of any dispute on any point, no party will have a right to move to the Court of law or to any other forum. The dispute will be settled through an Arbitration Process. The Arbitrator will be a retired District Judge or a retired Justice of a High Court. The cost of the Arbitration will be borne in equal proportion by the parties involved in the dispute. It will be incumbent upon the Arbitrator to award decision within a short span of 7 days so that the development work of IT Park is not hampered in any manner and the project is completed within stipulated period.

Declaration

I/We have read and understood the above-mentioned terms and conditions, documents referred to therein and agree to abide by the same.

Name _____

(X)

Signature_____

Name _____

(XX)

Signature_____

PAYMENT SCHEDULE

The Stage wise payment schedule is drawn as under :-

S.No.	Stage/Date	AMOUNT IN RUPEES	
		In Figure	In words
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

Timely payment of installment is the essence of the agreement

PAYMENT PLAN OPTIONS (A / B)

The payment will be made as per under noted options :

Payment Option-A

- ❖ 5% at the time of Booking.
- ❖ 10% at the time of Excavation.
- ❖ 10% at the time of Ground Floor Roof.
- ❖ 10% at the time of Second Floor Roof.
- ❖ 10% at the time of Fourth Floor Roof.
- ❖ 5% at the time of Project Completion.
- ❖ 10% at the time of Launching.
- ❖ 10% at the time of Basement Roof.
- ❖ 10% at the time of First Floor Roof.
- ❖ 10% at the time of Third Floor Roof.
- ❖ 10% at the time of Fifth Floor Roof.

Payment Option-B

- ❖ Full down payment at the time of booking.
- ❖ 12% p.a assured returns up to Project Completion.

Timely Payment of Installment is the essence of the agreement. The above said terms & conditions and payment plan option has been well read & understood.

Remarks (if any)

(X) _____

(XX) _____

Signature of the Applicant

Wegmans Industries Pvt. Ltd.

F-7, East of Kailash, New Delhi-110065

Wegmans Business Park

List of Associates

1. Principal Architect
Architect Hafeez Contractor
29, Bank Street, Mumbai - 400 023
□ MR. HAFEEZ CONTRACTOR
2. Architect
M/s 4th Dimension
C-7/7, Vasant Vihar, New Delhi-110057
□ MR. SHASHANK SHARMA
3. Services Consultants
M/s Sanelac Consultants Pvt. Ltd.
Paras Kutir, C-38-A, Kalkaji, New Delhi-110 019
□ MR. S.P. JAIN
4. Structural Consultant
M/s Nirman Engineering Consultant Pvt. Ltd.
K1/24, Basement, C.R. Park, New Delhi-110 019
□ MR. S. S. GILL
5. Real Estate Consultant
Knight Frank India Pvt. Ltd.
1206, 12th Floor, Tower B, Signature Towers.
South City-1, Gurgaon-122002, Haryana

Buyer ID #

(to be allotted by the office of the developer)

(Application Form)

Minimum Area 500 Sq. Ft.



“Wegmans Industries Pvt. Ltd.” Business Park

Location of Site Office
Plot No.3, Sector-Knowledge Park-III
Surajpur-Kasna Main Road,
Greater Noida City-201 308
Distt. - Gautam Budh Nagar (U.P.)

Head Office :
F-7, East of Kailash, New Delhi-110065
Phone : 26476211 - 77
Fax : 26476654
E-mail : globalbusinesspark@wegmansitpark.com
Website : www.wegmansitpark.com