

# Date of Booking: Mode of Booking: Direct/Broker's Name

Dear Sir,

I/ We request that I/We may be registered for provisional allotment of an office space in the Office Suites (hereinafter referred to as the "Unit") in the mixed use development consisting of Hospitality, Retail Mall, and Office Suites known as "Logix City Center" being developed by Logix Buildtech Pvt. Ltd. ("Developer") on the plot bearing No BW-58, Sector 32, Sector 32, Gautam Budh Nagar, Uttar Pradesh India (hereinafter referred to as the "Plot").

I/We agree to sign and execute, as and when required by the Developer, the Allotment Letter containing the detailed terms and conditions of the allotment of the Unit and other related documents as required by the Developer.

I/We have read and understood the accompanying Terms & Conditions for Provisional Allotment of a Unit in Logix City Center (the "Terms and Conditions") and acknowledge that the said Terms & Conditions form a part of this Application and agree and undertake to abide by the same.

I/We	remit	herewith	a	sum	of	Rs		/
(Rupees					) in	favor of Logi:	x Buildtech	Pvt.
Ltd. As re	gistration a	mount for the pro	ovisiona	l allotment o	of the Un	it.		

#### Detail here under:-

S.No.	Cheque/Draft	Cheque/Draft	Bank Name	Amount (Rs.)
	No.	Date		
1.				
2.				
3.				

I/We clearly understand that the allotment of a Unit by the Developer pursuant to this Application shall be purely provisional till such time that the final agreement for the sale/purchase of the Unit (the "Agreement to Sub Lease Unit") on the format prescribed by the Developer is executed by the Developer in our favor. Further, the allotment of a Unit in Logix City Center is also subject to the terms and conditions, restrictions, and limitations as contained in the Lease Deed to be executed by NOIDA in favor of the Developer for lease of the said Plot in favor of the Developer.

I/We have perused the Price List-cum-Payment Plan for the purchase of the Unit and agree to pay as per the "Payment Plan" opted by me.



SOLE/FIRST APPLICANT	
Mr./Ms./M/s	Photograph of
S/W/D/ of	First Applicant
Date of Birth/Incorporation	
Authorized Signatory/Partner (in case of company/firm)	
Guardian's (in case of minor)	
NationalityOccupation	
Resident Status: Resident ( ) Non Resident ( )	
Foreign National of Indian Origin ( ) Other (Please Specify)	
Mailing Address:	
E-mail	
Tele No	
Permanent/Registered Address:	
Tele No	
Permanent Account No	
N. 1/C: 1/D	
Ward/Circle/RangePlace where assessed	
Ward/Circle/RangePlace where assessed	
SECOND/JOINT APPLICANT:	Photograph of
SECOND/JOINT APPLICANT:	Photograph of
SECOND/JOINT APPLICANT: Mr./Ms./M/s	Photograph of Second
SECOND/JOINT APPLICANT:  Mr./Ms./M/s	Photograph of Second Applicant
SECOND/JOINT APPLICANT:  Mr./Ms./M/s	Photograph of Second Applicant
SECOND/JOINT APPLICANT:  Mr./Ms./M/s	Photograph of Second Applicant
SECOND/JOINT APPLICANT:  Mr./Ms./M/s	Photograph of Second Applicant
SECOND/JOINT APPLICANT:  Mr./Ms./M/s	Photograph of Second Applicant
SECOND/JOINT APPLICANT:  Mr./Ms./M/s	Photograph of Second Applicant



	Mobile NoTe	ele No	Fax No	•••••	
	Permanent/ Registered Address:				
	Tele NoFax No.				
	Permanent Account No				
	Ward/Circle/Special Range	Plac	ce where assessed		
3.	Details of the Unit applied for:				
	Unit NoFloor		Block	Гуре	
	Super AreaS	q. Ft. (appx.)	(	Sq. Mtr. Appx)	
4.	Payment Plan Opted :				
	Plan - Time Linked Plan	( )			
5.	Basic Sale Price, Charges and detailed payment plan :				
	Basic Sale Price per Sq.ft:		Rs		
	Less: Payment Plan Discount (	%)	Rs	•••••	
	Balance:		Rs		
	Less: Discount By Company (	%)	Rs	•••••	
	Less: Special Discount (	%)	Rs		
	Less: Other Discount (if Any) (	%)	Rs		
	Net Basic Sale Price per Sq.ft.		Rs	•••••	
S.No.	Particulars	Area/Unit	Rate Per Sq.Ft./	Total Amount	
		<b>(A)</b>	Per Unit (B)	( <b>A x B</b> )	
i)	Basic Sale Price (Super Area)				
ii)	Interest Free Maintenance				
	Security				
iii)	Capital Replenishment Fund				
iv)	Lease Rent				
v)	PLC				
vi)	Other charges, if any				

**Total Amount** 



## Payment Plan

Booking Amount	<u>10% of BSP</u>
Within 30 days of booking	<u>10% of BSP</u>
Within 60 days of booking	<u>10% of BSP</u>
Within 90 days of booking	<u>10% of BSP</u>
Within 120 days of booking	7.5% of BSP + 50% of PLC
Within 150 days of booking	7.5% of BSP+ 50% of PLC
Within 180 days of booking	7.5% of BSP
Within 210 days of booking	7.5% of BSP
Within 240 days of booking	5% of BSP
Within 270 days of booking	5% of BSP
Within 300 days of booking	<u>5% of BSP</u>
Within 330 days of booking	<u>10% of BSP</u>
At the time on offer of possession	5% of BSP + Lease Rent + CRF + IFMS

I/We the above applicant(s) do hereby declare that the Terms & Conditions for Provisional Allotment have been read/understood by me/us and I/We shall be abiding by the same. I/We the above applicant(s) do hereby declare that I/We also understand that the allotment of the Unit shall be subject to the terms and conditions, restrictions, and limitations as contained in the Lease Deed executed by NOIDA in favor of the Developer for lease of the said Plot in favor of the Developer and I/We undertake to abide by the same.

(i)	(ii)
Sole/First Applicant	Second Applicant
Date	Date

### Note:-

- 1. Cheque/Demand Draft towards consideration of the Unit to be made in favor of "Logix Buildtech Pvt. Ltd." payable at New Delhi/NOIDA.
- 2. In case, the Cheque comprising booking amount is dishonored due to any reason whatsoever the Application shall be deemed to be null and void and the allotment, if any, shall stand automatically cancelled/ revoked/withdrawn without any notice to the Applicant.
- 3. Applications shall be considered as incomplete if not accompanied by photographs, PAN or Form 60 of the applicant (s) & copy of Address proof.



#### 7. Check List

1. Booking Amount : Local Cheque / Draft

2. PAN : Copy of PAN Card / Form 60 enclosed.

- 3. Address Proof : Copy of Passport/Vote Id/Driving License/Electricity Bill/Telephone Bill
- 4. Memorandum of Association & Articles of Association (For Bookings in the name of Companies)
- 5. Copy of Passport and Account details: (For NRI's and PIO's to make payment through NRE/NRO/Foreign Currency Accounts only)
- 6. Photographs and bank attested signatures of intending allottee(s)/signatories.
- 7. Board Resolution/Authority letter of the signatory (For Bookings in the name company/firm).



# BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF UNIT IN "LOGIX City Center" SECTOR 32, NOIDA, Distt. GAUTAM BUDH NAGAR, U.P.

#### **Logix City Center**

- 1. The "Logix City Center" is a mixed use development project consisting of Hospitality, Retail Mall, and Office Suites being developed on the Plot of land numbered as No –BW-58, Sector 32, NOIDA, Distt. Gautam Budh Nagar, U.P. Admeasuring 25000 sq.mtr (approx.) (hereinafter referred to as the 'Plot'). The Plot has been allotted by NOIDA to M/s Logix Buildtech (P) Ltd (the "Company"). Accordingly the lease deed dated 28/07/2010 for demise of the said Plot has been executed by NOIDA in favour of the Company on the terms and conditions contained in the said Lease Deed for mixed use development project.
- 2. THAT the intending Allottee(s) has applied for provisional allotment of a Unit in the Office Suites of the mixed use development project being developed on the said Plot known as Logix City Center. The Allottee(s) clearly understands that the allotment of a Unit by the Company shall be purely provisional till such time that the final agreement for the sale/purchase of the Unit (the "Agreement to Sub Lease Unit") on the format prescribed by the Developer is executed by the Developer in favor of the Allottee(s). The intending Allottee(s) has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the Noida Lease.
- 3. The Allotment of a Unit in the Logix City Center, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the said lease deed executed with NOIDA in favour of the Company and the intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
- 4. That the intending Allottee(s) expressly agrees to adhere to and undertake only such activities, services, vocations as listed out and permitted by NOIDA and shall not act in derogation of any law, rules or notifications pertaining to such restrictions.
- 5. THAT the intending Allottee(s) has fully satisfied himself/herself/themselves about the interest and title of the Company in the said Plot.
- 6. THAT the timely payment of installments as per the Payment Plan shall be the essence of the allotment of the Unit. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida Lease. In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 60 days inclusive of 30 days notice period, from due date for such payment, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount along with any other amounts of non-refundable nature and the intending Allottee(s) shall be left with no right or lien on the said Unit or any part of the Plot. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and /or any other charges due from the intending Allottee(s) on surrender of



the original receipts and Allotment Letter. The delay in payment of installment shall entail interest @ 18% p.a. compounded quarterly, calculated from the due date of outstanding amount.

- 7. THAT the layout plan of the Logix City Center as drawn by the Company is subject to change as may be required by the regulatory authorities of Noida. The Company may effect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the Unit, floor, block/tower, number of Units, location and increase/decrease in the number of Car parking slots (in case car parking is offered by the Company at applicable charges) allotted to the Allottee(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the Company's architects shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the super area of the Unit, revised price and/or PLC shall be payable /adjustable at the original rate at which the Unit has been booked for allotment. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein.
- 8. THAT the intending Allottee(s) shall pay to the Company the entire consideration of the Unit, as per the Payment Plan opted by the intending Allottee(s)
- 9. THAT the Allottee(s) has understood that the rights of ownership of land(s), facilities and amenities other than those within the block/building in which the Unit is located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities.
- 10. That the Allottee(s) agrees that the Company shall continue to have ownership over the Project and/or any part thereof and that the Company shall have the unfettered right to sale/transfer/assign any part and/or the whole Project or any activity, right, obligation to a group company and the Allottee(s) shall have no objection to the Company decision to such sale/transfer/assignment.
- 11. The Company has made it clear to the Allottee(s) that the Company shall be carrying out extensive developmental/ construction activities as it may deem fit in future in the Plot / Project and the Allottee(s) has confirmed that he/she/they shall not raise any objections or make any claims or default in any payments as demanded by the Company on account of inconvenience, if any, which may be suffered by him / her /they due to such developmental / construction activities or incidental / related activities.
- 12.THAT the intending Allottee shall pay the maintenance charges on pro-rata basis for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Unit) in the complex of the Logix City Center as determined by the Company or its nominated agency.
- 13. THAT Earnest Money shall be deemed to be 10% of the total consideration of the Unit as mentioned in the allotment letter.
- 14. The super area of the Unit includes the covered area plus the proportionate share of areas utilized for common use, services and facilities alongwith non exclusive usage rights therein. It is clearly understood and agreed by the applicant(s) that the Company has absolute and unrestricted right over the signage areas for Display Board; hoardings, illuminated signboards,



neon sign etc in the atrium, lift, lift lobbies, corridors, basements, staircases, parking spaces, front and rear inside façade of the Project Building(s) and has absolute authority to deal with the same in any manner whatsoever.

15. That the sale/transfer / assignment of the Unit including rights as Allottee(s) herein, Applicant(s) shall require prior written permission, which shall be at the sole discretion of the Company. The first transfer shall be free of charge and only the administrative charges as per the Company policy shall be payable. However for any subsequent transfers, the transferor/transferee shall have to pay the transfer charges of the Unit at the time of the said transfer as per the policy of the Company. Claims, if any, between the transferor and transferee will be settled between themselves i.e transferor and transferee and the Company will not be a party to it.

16. THAT subject to the restrictions and limitations in the NOIDA Lease Deed, the intending Allottee(s) may at its option raise finances or a loan for purchase of the Unit. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s). In the event, the Allottee(s)' loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee shall be liable for consequences including cancellation of the allotment.

17. THAT all municipal and property taxes and statutory levies presently payable in relation to Plot comprised in "Logix City Center", have been included in the price of the Unit. However, in the event of any further increase and/or any fresh tax, service tax, charge, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by Noida Power Authority or any competent authority shall also be additionally payable by the allottee(s).

18. THAT if for any reason the Company is not in a position to allot the Unit applied for, the Company shall be responsible only to consider allotment of an alternative Unit or refund the amount deposited by the Allottee(s) along with simple interest @ 10% p.a. It is clearly agreed and understood by the Intending Allottee that the Company shall not be liable for any other damages/compensation on this account. Further, for avoidance of doubt, it is clarified that the allotment of a Unit pursuant to the application made by the Intending Allottee, being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Allottee to or give rise to a cause of action for any injunctory relief or a relief of specific performance.

19. THAT upon completion of Unit and receipt of full consideration and other charges, if any payable by the intending Allottee(s), a Tripartite sublease deed shall be executed in favour of the intending Allottee(s) on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).

20. THAT the allotment of Unit is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Unit, the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting any offer/application for allotment of Unit shall be final and binding.



- 21. THAT the Allottee(s) having NRI status or 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 payments/considerations and acquisition of immovable assets in India. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Allottee(s) and such third party shall not have any right in the application / leasing of the Unit(s) applied for herein in any way. In case any such permission is ever refused or subsequently found lacking by any statutory authority or the Company, the consideration amount paid over and above the Earnest Money alongwith any other amounts of non-refundable nature, will be returned by the Company without any interest and the allotment shall stand cancelled forthwith. The Allottee(s) agrees that the Company will not be liable in any manner on such account.
- 22. THAT Gautam Budh Nagar Courts shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
- 23. THAT the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment.

I/We, the Applicants, do hereby declare that the above terms and conditions have been read/understood by me/us and the same are acceptable to me/us. I/We the Applicant herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned hereinabove.

(1)	(11)
Sole /First applicant	Second applicant
Place:	
Dated:	
For Office Use Only	
1. Application: Accepted / Rejected	
2. Mode of Booking: Direct / Broker	
Authorized Signatory for the Company	Dated

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