

APPLICATION FORM FOR BOOKING OF COMMERCIAL UNIT

**M/s LOGIX INFRA DEVELOPERS PVT. LTD.,
301-A, World Trade Tower, Barakhamba Lane,
Connaught Place, New Delhi - 110001**

Application No.

Dated

Dear Sir,

I/We hereby apply for allotment of a Shop/Food Court /Restaurant /Entertainment Zone/ Unit (all singly or together referred as "**Commercial Unit**") as described below in the Commercial Project/Scheme under the name and style of "[.]", built at SC-01/B, Sector 150, Noida ("**Project**"), being developer of project land M/s Logix Infra Developers Pvt. Ltd. (hereinafter called to as "**Company**")

I/We have clearly understood that this application does not constitute an agreement to sell/sub-lease and I/We do not become entitled to the provisional and/or final allotment of a Commercial Unit notwithstanding the fact that the Company has issued a receipt in acknowledgement of the money tendered with this application. I/We have read and understood the Terms and Conditions as provided in this Application Form and I/ We agree to accept and sign the prescribed Allotment Letter and Agreement to Sub-Lease as per the Company's standard format and agree to abide by the terms & conditions laid down therein.

I/We acknowledge that the Company has provided all the information and clarifications as sought by me/us with regard to the Project and I/We am/are satisfied with the same. I/We have also relied on my/our own judgement and have conducted due inquiry before deciding to apply for booking of the said Commercial Unit. This application is complete and self-contained in all respects and any kind of oral or written representation or statement shall not be considered constituting a part of this application.

I/we opt to pay the Total Price of the Unit as per the Payment Plan enclosed herewith. I/We remit, herewith, a sum of Rs. _____/- (Rupees _____ only) by Demand Draft/Cheque bearing no. _____ dated _____ drawn on _____ favoring " _____", as token advance equivalent to 10% of the Total Price being part payment towards the allotment of the Commercial Unit..

I/We agree to pay future instalments of the Total Price as per terms and conditions of the allotment herein contained, and as per the Payment Plan annexed hereto. I / We have read and understood the terms and conditions of the allotment and agree to abide by the same. I/We also agree to execute the standard Agreement to Sub-lease containing detailed terms & conditions and other subsequent agreements on Company's format as and when called upon by the Company.

1. The particulars of the applicant(s) are given below for Company's reference or record:

APPLICANT

Mr./Mrs./Ms.....

S/W/D/of

Permanent Address

Correspondence Address.....

.....
Contact no.:
MobileLandline.....
E-mail address..... Date of
Birth

Marital Status:

Married: [] Unmarried : []
Residential Status: [] Non-Resident Foreign Nationals of Indian: []
Origin / Nationality
PAN No.....

Occupation/ Profession:

Govt. Servant [] Self Employed [] Private Sector Professional []
Others.....

Office Name.....
Designation
Office Address.....
.....

Contact no.:
MobileLandline.....
E-mail address.....

CO-APPLICANT

Mr./Mrs./Ms.....
S/W/D/of
Permanent Address

Correspondence Address.....
.....

Contact no.:
MobileLandline.....
E-mail address..... Date of
Birth

Marital Status:

Married: [] Unmarried : []
Residential Status:
Resident: [] Non-Resident Foreign Nationals of Indian: []
Origin / Nationality

PAN No.....

Occupation/ Profession:

Govt. Servant [] Self Employed [] Private Sector Professional []
Others.....

Office Name.....
Designation

Office Address.....
.....

Contact no.:
MobileLandline.....

Nominee's details Name

Guardian name

Address

(In case nominee is a minor)

Guardian name

Relationship

Guardian's address

OR

M/s , a
Partnership Firm duly registered under the provisions of Indian Partnership Act, 1932, having its office
at

through its partner Mr./ Mrs./ Ms.

S/D/W/of , authorized by a resolution
dated (copy of the resolution
signed by all Partners required). PAN/ TIN

Registration No.

OR

M/s , a Company registered under the
Provisions of Companies Act, 1956, having its
registered office at

through its Director or duly
authorized signatory Mr./Mrs./Ms.

S/D/W/of , authorized By
a Board Resolution dated (Copy of Board Resolution along with a
certified Copy of Memorandum &
Articles of Association required). PAN/ TIN Registration No.

2. PARTICULARS/DETAILS OF UNIT

- (a) Unit No.
- (b) Floor/Category
- (c) Super Area Sq. ft. (—Sq Meter)
- (d) Carpet Area Sq. ft.(—Sq. Meter)
- (e) Other details

3. TOTAL PRICE OF UNIT:

Selling Price @ Rs..... Per Sq Feet (of Super Area).....

IFMS: @ Rs. /- Per Sq. Ft (of Super Area).....

Lease Rent @ Rs. /- Per Sq. Ft (Of Super Area).....

Dual Meter Charges Rs. ---.....

Total cost of Unit.....

4. TYPE OF COMMERCIAL UNIT:
SHOP ☐ KIOSK ☐ FOOD COURT KIOSK/STALL ☐
RESTAURANT ☐ ENTERTAINMENT ZONE ☐ AUDI ☐
5. PAYMENT PLAN:
Down Payment ☐ Construction Linked Plan ☐
Possession Link Payment Plan A ☐ Possession Link Payment Plan B ☐
6. MODE OF PAYMENT:
Self ☐ Loan ☐
7. ADDITIONAL FACILITIES (IF REQUIRED)

Note :

- 1 sq. mtrs. = 10.764 sq. Ft.
- Goods and Service Tax as and when applicable, it will be charged at the prevailing rates as per payment schedules.

Declaration:

I/We the undersigned hereby declare that the above mentioned particulars/information provided by me/us are true and correct and nothing material has been concealed there from.

I/We declare and confirm that I/We have applied for the booking of above said Unit directly or through your authorized property agent/broker namely.....(To be filled by the Applicant(s) only).

I/We further declare and confirm that if the agent/broker commits for other facilities which are not covered under the terms & conditions of the Application Form and Allotment Letter then the Company shall not be responsible for the same.

Date:

Place:

Signature of the Applicant (s)

INTERPRETATION OF SOME OF THE INDICATIVE TERMS:

For all intents and purposes and for the purpose of terms and conditions set out in this Application Form, singular includes plural and masculine includes feminine gender.

- a. Applicant: Means a person(s)/Firm/Company applying for booking of the Unit, whose particulars are set out in the Booking Application Form and who has appended his/her signature in the acknowledgement of having agreed to the terms & conditions of the booking application form. In case of more than one applicant, the other applicant will be considered as co-applicant and prior to the issuance of Allotment Letter they will be considered as Intending Allottee(s).
- b. Application (Booking Application): A request for booking of Unit made by the person(s)/Firm/Company on a standard format namely booking application form of Company.
- c. Allotment Letter: Confirmation of booking of Commercial Unit by the Company, based on the terms and conditions of this Application. The Allottee(s) and the Company will enter into an agreement to sub-lease in a prescribed standard format of Company.
- d. Allottee(s): means who have been issued the Allotment Letter over a standard format of Company, thereafter, a particular Unit has been allotted to that particular Allottee(s), the terms & conditions of the Allotment Letter shall be applicable on the intending allottee till the execution of Agreement to Sub-Lease/ Sub-Lease Deed. In case of more than one Allottee, the other Allottee(s) will be considered as Co-Allottee(s), the Allottee and Co-Allottee(s) will have an equal share in the Unit unless otherwise specifically provided.
- e. Unit/Commercial Unit: The commercial unit in the Project which is identified by a number, that number is also identifying the floor and block of the Unit, "Unit" shall mean the specific Unit applied for by the Applicant in the said Project, details of which have been set out in this Application.
- f. Area of land: Total Area of land on which the Project is going to be constructed i.e. land admeasuring _____ Sq. Mtrs. situated at _____ ("**Project Land**").
- g. Common Area: means the areas, amenities, utilities and facilities to be developed upon the Total Land, which are intended for the common use of, inter alia, the allottees, purchasers and occupants from time to time of Commercial Unit in the Project, which shall be more particularly described in the Deed of Declaration which the Company will cause to be filed under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, its rules and amendments thereof from time to time.
- h. Super Area of the Commercial Unit: This comprises of the built up area/covered area of the Unit including area under periphery walls and columns, the area of windows projects etc., proportionate share of common areas within the building like staircase, munties, lift wells, lift room, machinery room, common lobbies and passages on all floors and the proportionate share of common service areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub---station, pump rooms, underground/overhead water tanks, covered and uncovered shafts etc.
- i. Carpet Area of Commercial Unit: Carpet area means the proposed carpet area of the Commercial Unit, as presently determined on the basis of the net usable floor area of the Commercial Unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Commercial Unit and is as per RERA.

- j. Independent Area: means the areas, which have been declared, but not included as Common Areas for joint use of Commercial Unit, and may be sold by the Company, without the interference of other commercial unit owners.
- k. Limited Common Area and Facilities: means those common areas and facilities which are designated in writing by the Company before the allotment, sub-lease or other transfer of any Commercial Unit as reserved for the use of certain Commercial Unit to the exclusion of the other commercial spaces/units.
- l. Basic Cost of Commercial Unit: The consideration amount for sub-lease of Commercial Unit exclusive of other charges which are mentioned in the booking Application Form and in the Allotment Letter and in the Agreement to Sub-Lease.
- m. Company: That is M/s LOGIX INFRA DEVELOPERS PVT. LTD., a Company registered under the provisions of Companies Act, 1956 vide CIN: [.] , having its Registered Office at 301A, World Trade Centre, Barakhamba Lane, Connaught Place, New Delhi -110001 and Corporate Office at Plot No A-4&5, Sector 16, Noida, Gautam Buddha Nagar-201301(U.P) and is the owner of Project Land at SC 01/A, Sector 150, Noida, Gautam Budh Nagar (U.P).
- n. Complex: The entire Project having Shops, Restaurant, Food Court, Entertainment Zone etc. units of different types and dimensions in various Blocks/Floors having centralised entry and exit, basements, parking spaces and spaces for public amenities etc.
- o. Maintenance Charges: Means the charges to be paid by the Allottee(s)/owner for the maintenance and upkeep of the said Complex/said buildings as per the maintenance agreement with the Company or to the Maintenance Agency at prescribed rates on the super built-up area of the said Commercial Unit.
- p. Project: Means "[.]", built at [.]
- q. RWA: Means the Resident Welfare Association of the Commercial Unit owners which shall be duly formed after providing possession of majority of Commercial units in the said project. The Company/Promoter shall get the association registered, in case the same is not registered by the Commercial Unit owners themselves and in such a case all the residents shall be required to become a member of the said RWA so formed. The President, Vice-president, General Secretary and Treasurer etc. shall be elected by the members of RWA amongst themselves as required under the law.
- r. Taxes: Shall mean present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Commercial Unit(s) owners.
- s. TDS: Shall mean Tax Deduction at Source under Income Tax Act,1961 as amended.
- t. Noida: Shall mean the New Okhla Industrial Development Authority constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976
- A. Whereas New Okhla Industrial Development Authority through a sealed bid tender system awarded a Sports City Plot No. SC-01, admeasuring _____ sq. mtrs., Sector-150, Noida to M/s Logix Infra Developers Private Limited (Consortium), vide allotment-cum- reservation letter No. _____,

- B. And whereas New Okhla Industrial Development Authority, vide their letter No. _____ subdivided the above said plot in two parts bearing no _____ Sq. Meter and SC -01/B Admeasuring _____ Sq. Meter and plot No. _____ was allotted in favour of Logix Infra Developers Pvt Ltd.
- C. And whereas a Lease Deed dated _____ was executed between New Okhla Industrial Development Authority (Lessor) and M/s LogixInfra Developers Private Limited (Lessee) in respect of above said _____ Sector-150, Noida to develop the sports city for recreational, commercial and residential group housing . The said Lease Deed is duly registered in the office of Sub-Registrar-II, Noida, as Document No. _____, in Book No. I, Volume no. _____, at pages No. _____, on _____.
- D. And whereas the Company out of above said total plot area transferred / sub leased an area of _____ Sq. meter in favour of other companies and left with balance area of _____ Sq. Meter at Plot SC 01/A, Sector 150 Noida out of which Company is developing land area of _____ Square Meter for their own development.
- E. And whereas the Company is developing and constructing Commercial Units of various sizes and dimensions in the Commercial Project known as "[.]", built on SC-01/A, Sector 150, Noida having land development area of _____ Sq. Mtrs (herein after referred to as said '**Project**'), the building plan of the abovementioned land under development is already approved by Noida Industrial Development Authority vide their letter no: _____ Dated _____. As per the stipulations of said Lease Deed, the Company is entitled to allot the Commercial Unit(s) on lease hold basis to the intending Applicants. The location of the Commercial Units is delineated in the layout plan of the project/unit.

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF COMMERCIAL UNIT IN "[.]", BUILT AT SPORTS CITY PLOT NO. SC01/A, SECTOR-150, NOIDA, U.P.

The terms & conditions given below are tentative and of indicative nature with a view to acquaint the Applicant with the terms & conditions as comprehensively set out in the Allotment Letter or Agreement to Sub-Lease, which upon execution, shall supersede the terms and conditions set out in this application.

1. That the Applicant has applied for registration of booking of a Commercial Unit in the above scheme/project and the Project Land is being owned by M/s Logix Infra Developers Pvt. Ltd.
2. That the Application is to be accompanied with the booking amount payable, which shall be 10% of the Total Price of the Commercial Unit as per payment plan ("**Booking Amount**"), by A/c payee cheque or demand draft or UTR in favor of **RERA ESCROW ACCOUNT WITH [.]"**, payable at New Delhi/NCR. The schedule of installments as opted in the Application Form/Allotment Letter shall be final and binding over the Applicant.
3. That the final allotment is entirely at the sole discretion of the Company and the Company reserves the right to accept or reject the application without assigning any reason thereof.
4. That all the terms and conditions of Lease Deed dated _____ bearing registration number _____ of the above said plot of land on which the Project is being constructed executed by NOIDA shall also be applicable to the intending Applicant.
5. That the Applicant shall be issued the Allotment Letter by the Company (after paying the Booking Amount to the Company) alongwith all required documents for the same at the Corporate Office or Site Office of the Company, unless the Company (at its sole discretion) does not accept the application.

6. That the layout plan of the entire Project as drawn by the Company is tentative and is subject to change. If deemed necessary by the Company or as may be required by the regulatory authorities of NOIDA, the Company may make suitable alterations in the layout plan and the Applicant hereby agrees that he/she will not object to such alterations in the layout.
7. Such alternations may include changes in the Area, Floor & Number of the Unit, the location and increase/decrease in the number of car parking slots in the Project. In regard to all minor changes (excluding structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.), either at the instance of the regulatory authorities or otherwise decision of the Company, the Company shall proceed with making the said changes after obtaining a declaration and intimation to the allottees.
8. That the Applicant is aware of and has acknowledge that the building plans are presently approved from Noida and agrees that the Company may make changes, modifications, alterations and additions therein, as may be deemed necessary or may be required to be done by the Company, the Govt./NOIDA or any other local authority or body having jurisdiction. As per the prevailing building bye laws of the NOIDA, and as per approved master plan of the sports city 01, Sector 150 Noida, approved by Noida Authority vide their letter no. No. _____ Dated _____, the permissible FAR (Floor Area Ratio) of the **"Project Name"**, presently is _____ sq. ft. of the commercial plot area, which comprises of fixed numbers of the commercial units. Furthermore, 10% of the FAR is compoundable; accordingly the numbers of the commercial units may be increased. Also, in the eventuality of change in FAR, the Company shall have the right to explore the terrace to achieve the enhanced FAR. That the Company can make any type of change in layout/ elevation/design/alteration in open spaces area or parking spaces etc. as and when required and deemed fit by the Company and by signing this application, it shall be presumed that the applicant has given his all time consent for the same as stated herein.
9. That any alteration/modification as the Company may deem fit or as directed by the competent authorities resulting +/-3% change in the carpet area of the Commercial Unit, there will be no extra charge/claim by the Company and the Applicant shall not be entitled for any refund. However, any major alteration/modification resulting is more than +/-3% in carpet area of the Commercial Unit, any time prior to and upto the possession of the Commercial Unit, the Company will intimate to the Applicant in writing about the charges thereof and about the enhance cost of the Commercial Unit. The Applicant has to pay that amount to the Company. The Applicant has to give his consent or objection within 30 days from the date of such notice, in case the Applicant does not give his consent and objects for such changes, the allotment shall be cancelled and the Company will refund entire money, received from the Applicant without any deduction and interest. No other claim of the Applicant shall be considered in this regard. It is hereby clarified that any alteration/modification resulting is more than +/-3% change in the carpet area of the Unit then the demand or refund shall be applicable for the entire area e.g.: for a +/-4% change the demand or refund shall be applicable for the total 4% area.
10. That in case the cost/ value of Commercial Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lakh only) or more; (or any other amount as may be specified in the applicable law) in such a case each and every payment made or to be made by such applicant in whatever mode or manner and whether in lump sum or by way of installments or in tranches; shall be liable to applicable TDS (Tax Deduction at Source) by such applicant and the total amount of TDS so deducted shall be deposited by such applicant to the credit of Central Govt. as it has been mandated through an amendment in the Income

Tax Act, 1961, by inserting a new Sec 194-IA & notified by CBDT vide Notification No. S.O. 1404-E dated 31st May, 2013 applicable w.e.f. 1st June, 2013, which states that the every buyer/customer is liable to deduct applicable TDS out of the installment which is to be paid to the Builder/ Company/ seller in case the value of the property so purchased is Rs.50,00,000 or more; (or any other amount as may be specified in the applicable law) and has to deposit that TDS amount to the credit of Central Govt. The credit of the same shall be reflected in the account of the said applicant once he/ she submits the proof of payment of "TDS on purchase of property" and issue to the Builder/ Company/ seller; TDS Certificate in Form-16B. Therefore, it is mandatory for the applicant to have a valid Permanent Account Number (PAN). For further details applicant may visit "www.incometaxindia.gov.in". Applicant is further requested to mention on the challan for payment of "TDS on purchase of property", address of the Company.

11. That the Applicant agrees that he shall pay the total price of the Unit and other charges on the basis of super area of the Commercial Unit, which comprises of the built up area/covered area of the commercial unit including the area under periphery walls and columns, cupboards windows etc. proportionate share of common areas within the building like staircase, munties, lift wells, lift room, machinery room, common lobbies and passages on all floors and the proportionate share of common services areas in the complex like community facilities, security rooms, maintenance staff rooms, electric sub –station, pump rooms, underground /overhead water tank, covered/ uncovered shafts etc. If there is any increase or decrease in the final super area, then necessary adjustment will be made in the price of the Unit based on original rate at which the Unit was allotted. However, the carpet area of unit shall not have any impact on payment of maintenance charges as defined in clause [.] and same shall be paid by Allottee(s) /Owner on super built area of the said Unit.
12. That the amenities like roads, electricity, sewers & water supply, same shall be provided by the NOIDA concerned up to the boundary of the said Project. The Company will carry out all the above-mentioned amenities within boundary of the said Project i.e. internal development of the Project, the delay in providing the above said facilities on the part of the NOIDA shall not be considered as delay on the part of Company.
13. That the Applicant and family members have a right to visit and inspect the premises during the course of construction with prior appointment from Company during business hours only but while deriving this right the Company shall not be held liable for any loss/cost/damages/hurt or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during constructions or after constructions by the Applicant or any family members accompanying him.
14. That the Applicant & Co-Applicant (if any) will have equal share in the Commercial Unit and in case of death of any of them, the booking will continue only after providing a Certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the concerned bank, if availed a loan. Similarly, in a divorce case or where a dispute arises between the Applicants, the booking will continue only after providing consent in writing by both the Applicants and No Objection Certificate from the concerned bank, if loan is availed.
15. The Allottee/s shall be considered under a condition of defaults, on the occurrence of the following events:
 - (i) In case the Allottee/s fails to make payments for 2 (two) consecutive demands made by the Company as per the Payment Plan annexed hereto, despite having been issued notice/any written communication in that regard, the Allottee/s shall be liable to pay interest to the Company on the unpaid amount at the rate specified in RERA and rules made thereunder for the State of Uttar Pradesh. The Company must not be in default to take this benefit;

- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Company in this regard, the Company may cancel the allotment of the Commercial Unit in favour of the Allottee/s and refund the money paid to him/her/it/them by the Allottee/s by deducting the Booking Amount and interest liabilities and the allotment shall thereupon stand terminated. The Company must not be in default to take this benefit;

Provided that the Company shall intimate the Allottee about such termination at least 30 (Thirty) days prior to such termination.

16. That all Taxes and statutory levies presently payable in relation to Project Land comprised in “[**Name of the Project**]” have been included in the price of the Unit. However, in the event of any further increase and/or any fresh tax, service tax, GST/trade tax/sales tax, VAT, farmer’s compensation, cess, metro cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Applicant on pro rata basis. Any additional charges on account of external electrification as demanded by Noida Power Authority or any competent authority(s) shall also be additionally payable by the Applicant.
17. That no separate letter for payment of installments on the due dates will be issued towards time linked payments. It will be obligatory on the part of the Applicant to make the payment on or before the due dates.
18. That the time is essence with respect to the Applicant’s obligation to pay the total price as provided in the payment schedule/plan along with other payments such as applicable stamp duty, registration fee and other charges more specifically stipulated in the Allotment Letter to be paid on or before due date or as and when demanded by the Company as the case may be and also to perform or observe all other obligations of the Applicant under the Allotment Letter and Agreement to Sub-Lease. It is clearly agreed and understood by the Applicant, it shall not be obligatory on the part of the Company to send demand notices/reminders regarding the payments to be made by the Applicant as per the schedule of Payments or obligations to be performed by the Applicant. However, the Company may without prejudice to its rights in its sole discretion, waive its right to terminate the Allotment and Agreement to Sub-Lease and enforce all the payments and seek specific performance of this Allotment in such a case. The Applicant agrees that the possession of the Unit will be handed over by the Company after making all payments, outstanding/dues, penalties etc. along with interest (if any) by the Applicant to the satisfaction of the Company.
19. That a written intimation for completion of Commercial Unit will be sent to the Applicant and a “Fit-out-Period” of 60 days will commence from the date of “offer of possession”. The said “Fit-out-Period” is in order to facilitate the Applicant to communicate exact date by which he is going to take physical possession of Commercial Unit after complying with necessary formalities viz. obtaining NOC from the Accounts Department of Company, registration of Sub-Lease Deed/Transfer Deed etc., the installation of hardware accessories and final touch of paint etc. will be done during said “Fit-out-Period” only, which will take around 50 to 60 days for an individual Unit, the Applicant may get these final installations in his own presence, if desire so. Also the Applicant / Allottee shall be given the unit for fit-out after subject to the payment of final demand / offer of possession.
20. That in case, the Applicant reaches the end of the “Fit Out Period”, where the scope of 60 days for final touches does not remain, in such condition, the monthly maintenance charges shall commence in accordance to the date given in the letter of “Offer of Possession”.
21. The Company assures to hand over possession of the Commercial Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, or any other

calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure Event**"). If, however, the completion of the Project is delayed due to the Force Majeure Event, then the Allottee/s agree/s that the Company shall be entitled to the extension of time for delivery of possession of the Commercial Unit:

Provided that such Force Majeure Events are not of a nature which make it impossible for the Project to be implemented. In the event it becomes impossible for the Company to implement the Project due to Force Majeure Event, then this allotment shall stand terminated and the Company shall refund to the Allottee the entire amount received by the Company from the allotment within 120 days from that date. The Company shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Company and that the Company shall be released and discharged from all its obligations and liabilities.

22. The Company shall, upon obtaining the completion certificate/ occupancy certificate (as applicable) from the competent authority shall address a communication (in writing) to the Allottee(s) offering possession of the Commercial Unit to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

Provided that, in the absence of applicable law, the sub-lease deed in favour of the Allottee shall be carried out by the Company within 3 months from the date of issue of completion certificate/occupancy certificate (as applicable), subject to the Allottee remitting the complete payment towards the final demand issued by Company as per Payment Plan. Upon receiving a written intimation from the Company, the Allottee shall take possession of the Commercial Unit from the Company by executing necessary indemnities, undertakings and such other documentation required, and the Company shall give possession of the Commercial Unit to the Allottee/s. In case the Allottee(s) fails to take possession within the such time as may be mentioned in the such written intimation, such Allottee(s) shall be liable to pay to the Company holding charges at the rate of Rs. ___/- per month per sq. ft. of Carpet Area for the period beyond 3 months (from the date of offer of possession) till actual date of possession in addition to maintenance charges (as applicable) as specified under the Payment Plan.

23. That there shall be no reserved car parking for any of the Allottee and car parking shall be open for the visitors to the Project on use and payment basis. The Company reserves its rights to allot the un-allotted parking space (s) in future even after handing over the maintenance of the complex to the Residents Welfare Association of the complex. The R.W.A. or owner/ allottee/occupier of the Commercial Unit shall not have any right over the un-allotted parking spaces.
24. That single point electric connection will be taken for the Complex from the _____ and the electricity will be distributed through separate meters to the Applicant through pre-paid systems.
25. That the Company shall provide 100% power back-up for commercial units in the projects which shall be charged to space occupiers/allottees in the project based on their allotted space, their floor number, their location in the floor and based on the common air-conditioning services provided in the selected floors of the project and rates for such power back-up per square feet of super area shall be based on their position in floor and their location in the floor . Further, in case of DG supply the per unit charges of the power back-up shall be different and shall subject to the prevailing rates of fuel from time to time.
Note: Any request for reducing power back-up load shall not be entertained and no refund shall be made thereon, the said load(s) always be final as once opted in this booking application.
26. That there will be a defect liability period of 60 months from the date of offer of possession of the Commercial Unit or the date of obligation of the Company to give possession to the Allottee,

whichever is earlier,. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, wrappage in doors and windows shall not be considered as defects. Defect liability shall not include force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability shall not be applicable on the readymade equipments/appliances, most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought equipments/appliances, the Company shall co-operate with the applicant to sort out the issues.

27. That any delay on account of the authority for issuance of the completion certificate/occupation certificate shall not be considered as any delay on account of the Company.
28. That subject to the restrictions and limitations in Sub-Lease Deed which is executed by New Okhla Industrial Development Authority, the Applicant shall be free, at its option, to raise finances or a loan for purchase of the Commercial Unit. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Applicant. In case the Applicant's loan is not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Applicant and in the event of default in payment as per the Payment Plan, the Applicant shall be liable for consequences including levy of delayed penalty and cancellation of the allotment as applicable.
29. That the Applicant shall comply with legal requirements for purchase of immovable property wherever applicable, after execution of the Allotment Letter and sign all requisite applications, forms, affidavits, undertakings etc. required from time to time for purchase of said Commercial Unit.
30. That on completion of Commercial Unit and receipt of full consideration amount alongwith other charges (if any) payable by the Applicant, a Tripartite Sub-Lease Deed shall be executed in favour of the Applicant on the format approved by the New Okhla Industrial Development Authority and the Company. All expenses towards execution of the said Sub-Lease Deed i.e. cost of stamp duty for registration of Sub-Lease Deed/Transfer Deed, registration charges/fees, miscellaneous expenses and advocates legal fees/charges etc. shall be borne and paid by the Applicant, the Applicant will be responsible and liable to pay the deficiency in stamp duty/penalty/interest on such documents as per the Stamp Act. Any stamp duty and deficiency, if imposed by the Govt. on the Sub-Lease Deed, Allotment Letter, Agreement to Sub-Lease, Allotment of Parking space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant.
31. That the allotted Unit shall be used for commercial purpose only, except for spa services, massage centers and liquor shops, for which Applicant shall require special written approval from the Company. The Applicant shall not use the allotted unit for any activity/ purpose which may or is likely to cause public nuisance or is not permissible under the law, shall not be allowed.

Any type of encroachment/construction in the entire complex including roads, lobbies, common area, corridors, circulation spaces roof etc., shall not be allowed. Further, the Allottee or the association/ RWA shall not be permitted to close the verandah, lounges, balconies, common corridors etc., even if the particular floor is occupied by the same party. The Allottee further agrees, undertakes and guarantees that the Applicant will not display any signboard/nameplate/neon lights signs, hanging clothes and flower pots on the external façade of the building/Tower/Complex or anywhere on the exterior of the building or the common areas. However, Allottee shall be entitled to display their trade name at designated place and approved size of the board / display fonts only with prior written approval of Company. The Company reserves full right to remove any unauthorised display board at the cost and consequences of Allottee of Space in the project. Furthermore, the Allottee shall not be permitted to do any type of change inside the Commercial Unit which may cause or likely to cause damage to the safety stability of the structure of the building/tower/block.

32. That it is admitted, acknowledged and so recorded by and between the parties that the Applicant in no circumstance will be allowed to carry out any changes whatsoever in the elevations and / or outer colour scheme as well as interiors of common areas such as corridors, lobbies and circulation spaces inside the Project. This provision shall be applicable even after handing over the physical possession and execution of sub-lease deed in favour of the Applicant. In case of non-compliance of this provision by the Applicant, the Company shall have liberty to restore the original elevations and / or outer colour scheme without any formal notice, this shall be done at the cost and risk of the Applicant.
33. The Applicant hereby agrees to purchase the Commercial Unit on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter, billed by the maintenance agency appointed by the Company or the association of allottees ("**Maintenance Agency**") and performance by the Applicant of all his/her obligations in respect of the terms and conditions specified by the Maintenance Agency or the association of allottees from time to time. It is incumbent upon the Applicant to sign and execute a separate maintenance agreement for maintenance with the Maintenance Agency in this regard. The cost of such maintenance, for 1 (One) year from the date of issuance of the occupation certificate/completion certificate or part thereof has been included in the Total Price of the Unit. Thereafter, the Applicant shall be liable to pay such maintenance charges, as determined and thereafter, billed by the maintenance agency.
34. However, if the association of allottees is not formed within a period of 1 (one) year of completion certificate/occupation certificate or part thereof, the Company will be entitled to collect from the allottees an amount equal to the amount of maintenance provided in the break-up of the Total Price along with an escalation of 10% (Ten Percent) in lieu of price escalation for the purpose of the maintenance for next 1 year and so on.

Note: All the unsold spaces and areas which are not falling part of common areas, shall continue to be the property of the Company and all rights are reserved with the Company for said areas.

35. That in case the Applicant desires transfer of allotment/ownership of Commercial Unit, before registration/possession, a transfer fee as prevailing at the time of desired transfer shall be payable by the Applicant. However, first transfer request will be entertained only after receipt of 40% amount of Unit Sale Price. Inclusion of name of spouse as Co- Applicant shall be free of any charges but administration charges shall be payable.
36. That it is hereby agreed that the Company/Maintenance Agency shall be entitled to effect disconnection of water/ sewer and power/power backup connection and debar from usage of any or all common areas and common facilities within the complex of the applicant, in case of any unlawful activities or non-compliances of any of the terms of the allotment by the Applicant.
37. That if for any reason, whether within or outside the control of the Company, the whole or part of scheme is abandoned, then no claim will be preferred except that the entire money received from the Applicant will be refunded without interest.
38. **All payments made should be made either through an Account Payee Cheque or Draft or RTGS/NEFT/ONLINE TRANSFER in RERA ESCROW ACCOUNT WITH [.]**. Any payment other than above said account shall not be accepted-.
39. That it shall be the responsibility of the Applicant to inform the Company by Regd. A.D. Letter **or through Speed Post** about subsequent change(s) in the address, otherwise the address given in the booking Application Form, will be used for all correspondences, demands, letters/Notices, and any

intimation posted at that address will be deemed to have been received by the Applicant and the Company shall not be responsible for any default.

40. That in case of NRI Applicant, observance of the provisions of the Foreign Exchange Management Act, 1999 and any other law as may be prevailing shall be responsibility of the Applicant.
41. The Applicant(s) hereby undertakes to execute and deliver 2 (two) copies of the Agreement to Sub-Lease to the Company within thirty (30) days from the date of receipt of the Agreement to Sub-Lease by the Applicant and thereafter, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the Company. Any failure on the part of the Applicant(s) to return the duly signed Agreement and/or appear before the Sub-Registrar for its registration within the stipulated time, then the Company shall serve a fair opportunity / notice to the Applicant(s) for rectifying the default, which if not rectified within thirty (30) days from the date of its receipt by the Applicant(s), application of the Applicant(s) shall be treated as cancelled and all sums deposited by the Applicant(s) in connection therewith including the application fee shall be returned to the Applicant(s), without any interest or compensation whatsoever, and the Applicant(s) shall be left with no right and/or interest whatsoever in the Commercial Unit applied for by the Applicant(s).
42. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Application Form, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the authority or the adjudicating officer appointed under Real Estate (Regulation and Development) Act, 2016 ("**RERA**").
43. That the Cheque Bouncing Charges are applicable @ Rs. 500/- + Services tax (as Applicable).
44. I have read and understood the terms and conditions of Lease Deed dated [.] , executed in favour of the Company by the New Okhla Industrial Development Authority, the same shall be binding on me and I am fully satisfied with said terms and conditions, interest and rights of the Company. It is clear to me that for any changes in the layout plan, my written consent is required as per the Law, I hereby give my free consent to the Company that it can make any type of changes in layout/elevation/design beside alternation in open space etc., and my consent shall be presumed to be valid at all times.
45. That it is hereby agreed, understood and declared by and between the parties that the Company may take construction finance/ demand loan for the construction of the above Complex from the Banks/Financial Institutions after mortgaging the Commercial Unit of the said complex, however the Sub-Lease Deed in respect of the said Commercial Unit in favour of Allottee will be executed and registered as free from all encumbrances at the time of registration relating to Commercial unit qua Builder.
46. I have read and understood the terms and conditions mentioned in the Application Form by taking ample period. I consider all the terms and conditions of the Application Form to be reasonable and fair and I further confirm to not have any objection to any clause/ understanding of the Application Form. My signature on this Application Form is my confirmation to abide by all the terms and conditions of the Application Form, and I shall not raise any objection with respect to the same at any time in the future.

Signature of the Applicant

Signature of the Co-Applicant

M/s Logix Infra Developers Pvt. Ltd.
(Company)

FOR OFFICE USE ONLY
Customer ID No. . Booking
ID/S. Order No. Name of
the Applicant Name of the
Co-Applicant Name of
Project
Unit No.

Floor
Super Area (In Sq. Ft. & in Sq Mtr.)
Carpet Area(In Sq. Ft & in Sq. Mtr.)
Booking Date
B.S.P.
Payment Plan
Cheque/DD Details No. Amount. Bank

Documents: PAN Card Address Proof

Mode of Payment: Self Loan

Booked by (Direct/Broker)

Pending Documents

01
02
03
04

Check List for Receiving Officer:

- (i) Booking Amount as cheque/draft/UTR.
- (ii) Customers signature on all pages of the Application Form
- (iii) PAN No. & Copy of PAN Card/ Undertaking Form No. 60/Aadhar
- (iv) For Companies: Memorandum & Articles of Association and Certified copy of Board Resolution
- (v) For LLP, the certified copy of LLP agreement, registration certificate of LLP and Partners resolution
- (vi) For Registered Partnership firms, the copy of Partnership Deed, Registration Certificate of Firm and Partners resolution .
- (vii) For Foreign Nationals of Indian Origin: Passport photocopy/funds from NRE/FCNR A/c
- (viii) For NRI: Copy of Passport & Payment through NRE/NRO A/c

Prepared by.....

Checked by.....

Approved by.....