

APPLICATION FORM FOR BOOKING OF COMMERCIAL UNIT

**M/s LOGIX BUILDERS & PROMOTERS PVT. LTD., Application No. ....**

**A-4&5, Sector -16, Noida ,**

**Gautam Buddha Nagar-201301(U.P)**

**Dated .....**

Dear Sir,

I/We hereby apply to book 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 "**ACE MEDLEY AVENUE**", built at Sports City Plot No. SC-01/A, Sector-150, Noida, Gautam Budha Nagar UP, being owner of project land M/s Logix Builder & Promoters Pvt. Ltd. (hereinafter called to as Company) and whereas M/s Ace Infracity Developers Pvt. Ltd. having their office at Plot No. 01B, Sector 126, Noida , Gautam Budh Nagar -201303 ( U.P ) is appointed as Development Manager for the project to develop and market the above said project in terms of Development Management Agreement Dated 11<sup>th</sup> February ,2019 executed between Company and Development Manager .

I/We have clearly understood that this application does not constitute an agreement to sell 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 being the Non refundable Earnest Money. 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 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 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 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.

In case Development Manager confirms the booking of a Commercial Unit, I/We agree to pay further installments of sale price and all other allied charges/dues as stipulated/demanded by the Company and/or as contained in the payment plan opted by me/us and/or as per the payment plan mentioned elsewhere in this Application Form and/or as explained to me/us by the company and understood by me/us, failing which the allotment shall stand cancelled and booking amount shall be forfeited 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  
.....  
.....  
.....  
Telephone ..... Mobile  
..... Fax  
.....  
E-mail:  
..... 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:  
.....  
.....  
Telephone ..... Mobile  
..... Fax ..... E-mail:  
.....  
  
CO-APPLICANT  
Mr./Mrs./Ms.  
.....  
.....  
S/W/D/of.....  
.....

Permanent Address

.....  
.....

Correspondence Address

.....  
.....

Telephone ..... Mobile

..... Fax

E-mail:

..... 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:

.....  
.....

Telephone ..... Mobile

..... Fax

E-mail:

.....  
.....

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. ....

(c) Floor/Category .....

(d) Super Area..... Sq. ft. ( ---Sq Meter)

(e) Carpet Area ..... Sq. ft.( ----Sq. Meter)

(g) Other details.....

## 3. COST OF UNIT:

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 will 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 execution of the 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 and an agreement over a prescribed standard format of company which is duly executed by and between the company and Allottee(s).

d. Allottee(s): Those who have accepted and signed the allotment letter over a standard format of company, thereafter, a particular Unit has been reserved for that particular Allottee(s), the terms & conditions of the Allotment Letter shall be applicable on the intending allottee till the execution of Conveyance Deed/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 space in the project which is identified by a number, that number is also identifying the floor and block of the Unit, "Said 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.

g. Common Area and Facilities: Means all facilities to be used by all the Allottee(s), such as entrance lobbies, corridors, staircases, staircase shafts, munties, lobbies, lifts, lift lobbies, shafts, machine rooms, service shafts, fire escapes, underground and overhead tanks, electric sub-station, control panel room, installation area of transformer and DG set, guard towers, entrance and exit of the complex, water supply treatment plants, pump house, sewage systems and STP, EPABX systems, common toilets, rain water harvesting systems etc.

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 net usable floor area of an unit, excluding the area covered by the external walls, area under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the unit.

j. Independent Area: The Areas which are not included as common areas for common use of Allottee(s) and may be sold by the company/promoter without the interference of other Unit owners.

k. Limited Common Area and Facilities: Those which are reserved for use of certain commercial Unit or Units to the exclusion of the other commercial Unit.

l. Basic Cost of Commercial Unit: The consideration amount for sale of Unit exclusive of other charges which are mentioned in the booking Application Form and the Allotment Letter.

m. Company: That is M/s Logix Builders & Promoters Pvt. Ltd., a company registered under the provisions of Companies Act, 1956 vide CIN: U70109DL2011PTC215314, 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. Development Manager- That is M/s Ace Infracy Developers Pvt Ltd , a company registered under the provisions of Companies Act, 1956 vide CIN:U70102UP2012PTC052254, having its registered and corporate office at Plot No. 01B, Sector 126, Noida , Gautam Budh Nagar-201303( U.P)

o. 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.

p. Force Majeure Clause: Means any event or combination of events or circumstances beyond the control of the Company which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/ or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Company's ability to perform obligations under this Application, which shall include but not be limited to:

ü Acts of God i.e. fire, drought, flood, earthquake, epidemics, natural disasters etc.

ü Explosions or accidents, air crashes and shipwrecks, act of terrorism.

ü Strikes or lock outs, industrial dispute.

ü Non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever.

ü War and hostilities, riots, bandh, act of terrorism or civil commotion.

The promulgation or amendment in any law, rules or regulation or the issue of any injunction, court order or direction from any government authority that prevents or restricts the party/company from complying with any other authority or if any other authority or if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary

approvals for the said Complex/ said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or any other Quasi Judicial Body or for any other reason whatsoever.

q. Layout and Plans: The Architectural Drawing of project comprising of whole planning of constructions, open areas and drawings of particular Block, floor and a particular Unit.

r. Payment Plans: The mode of payment towards the captioned booking of Commercial Units having mode, intervals and the time frame for the payments which is also prescribed in the price list of the project.

s. 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.

t. Project: Means "**ACE MEDLEY AVENUE**", built at Sports City Plot No. SC-01/A, Sector-150, Noida, Gautam Buddha Nagar, U.P.

u. 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.

v. Taxes: Shall mean present and future taxes and levies/notified by the authorities, Central/State Governments and recoverable from Commercial Unit(s) owners.

w. TDS: Shall mean Tax Deduction at Source under Income Tax Act ,1961 as amended.

x. 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 800000 sq. mtrs., Sector-150, Noida to M/s Logix Infradevelopers Private Limited (Consortium), vide allotment-cum-reservation letter No. NOIDA/Commercial/2011/479 dated 4th May, 2011.

B. And whereas New Okhla Industrial Development Authority, vide their letter No. NOIDA /COMMERCIAL /2012/40 Dated 17<sup>th</sup> Jan, 2012 subdivided the above said plot in two parts bearing no. SC -01/A, admeasuring 2,69,430 Sq. Meter and SC -01/B Admeasuring 2,78,761.8431 Sq. Meter and plot No. SC -01/A, Sector 150 was allotted in favour of Logix Builders & Promoters Pvt Ltd.

C. And whereas a Lease Deed dated 17.01.2012 was executed between New Okhla Industrial Development Authority (Lessor) and M/s Logix Builders & Promoters Private Limited(Lessee) in respect of above said Sport City Plot no. SC-01/A, land area 2,69,430 sq. mtrs. 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. 527, in Book No. I, Volume no. 3962, at pages No. 129-178, on 18.01.2012.

D. And whereas the Company out of above said total plot area transferred / sub leased an area of 258,841.40 Sq. meter in favour of other companies and left with balance area of



10588.60 Sq. Meter at Plot SC 01/A, Sector 150 Noida out of which Company is developing land area of 5188.60 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 “ACE MEDLEY AVENUE”, built on SC-01/A, Sector 150, Noida having land development area of 5188.60 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: NOIDA /2019/IV-1525/1124 Dated 31<sup>st</sup> May, 2019. 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.

F. And whereas the Company have appointed M/s Ace Infracity Developers Pvt Ltd having office at Plot No.01B, Sector 126, Noida ,Gautam Budh Nagar-201303, UP as **Development Manager** for the said Project by the Company for providing of Development Management Services to the Project as per the agreement executed between the Company and the Development Manger Dated 11<sup>th</sup> February , 2019.

INDICATIVE TERMS & CONDITIONS FORMING PART OF THIS APPLICATION FOR BOOKING OF COMMERCIAL UNIT IN “ACE MEDLEY AVENUE”, BUILT AT SPORTS CITY PLOT NO. SC-01/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, 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 by M/s Logix Builders & Promoters Pvt. Ltd. while the Project is Developed and Marketed by Development Manager M/s Ace Infracity Developers Pvt Ltd .
2. That the Application is to be accompanied with the registration amount/earnest money payable, which shall be 10% of the cost of Unit as per payment plan, by A/c payee cheque or demand draft or UTR in favor of **RERA ESCROW ACCOUNT WITH ICICI BANK drawn in favour of “ACE MEDLEY AVENUE -033005007696”** , payable at New Delhi/NCR, no outstation cheque/draft shall be accepted. However, if the amount paid by the Applicant is less than 10% of the cost of Unit then this application shall not be accepted for the provisional allotment. The schedule of installments as opted in the Application Form/Allotment Letter shall be final and binding over the Applicant. In case, re-issuance of Allotment Letter is required and requested by the Allottee or bank/financial institution, the same shall attract a fee of Rs. 10,000/- as administrative charges and shall be payable by 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 Sub-Lease Deed of the above said Group Housing Plot of Land executed by NOIDA shall also be applicable to the intending Applicant.
5. That the Applicant shall execute an Allotment Letter with the company (after paying **10%** cost of the Unit to the company with service tax/GST as applicable) alongwith all required documents for the same at the Corporate Office or Site Office of the company

within 30 days from the date of paying the said amount of 10% of the cost of the Unit, unless the Company (at its sole discretion) does not accept the application. If the Applicant fails to execute and deliver the Allotment Letter to the company within said stipulated period then the Allotment of the Applicant shall be treated as cancelled and 10% cost of Unit as constituting the earnest money alongwith any other amounts of non-refundable nature, paid by the Applicant shall be forfeited by the Company. After deduction of said amount the balance amount ( if any) without interest shall be refunded to the Applicant.

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. 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 of 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. With regard to all other changes, including but not limited to any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project, the Company shall proceed with the same after obtaining a written consent of two-thirds of the allottees, who have agreed to take unit in the project.

7. 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. IV-1369/876 Dated 4<sup>th</sup> March, 2016 , the permissible FAR (Floor Area Ratio) of the "ACE MEDLEY AVENUE", presently is 1,36,518sq. 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.

8. 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 shall always be clear 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.

9. That in case the cost/ value of Commercial Unit booked/allotted is Rs.50,00,000/- (Rupees Fifty Lac only) or more; 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 a deduction of 1% of such payment as Tax Deduction at Source (TDS) 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 TDS @ 1% 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; 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](http://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.

10. That the Applicant agrees that he shall pay the sale 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.

11. That the Central Government has passed Real Estate Regulation and Development Act, 2016 and the provisions of same and rules framed there under as applicable to state of Uttar Pradesh shall apply on Project "**ACE MEDLEY AVENUE**" and units booked there under from the notified date. The Company have registered the project under UP RERA vide registration No. ----- Dated ----- Accordingly, the corresponding super area of unit booked shall automatically convert to Carpet Area of unit and proportionate share of common areas and common services with in building and total consideration agreed for present booking on basis of super area shall automatically become the consideration for Carpet Area of unit and proportionate share of common area and common services as defined under above said act. The carpet area for present booking is .....Square Meter based upon the

present layout plan/building plan of the Project which may be subject to change in future due to any alternation or modification as mentioned in this Application Form.

However, the carpet area of unit shall not have any impact on payment of maintenance charges as defined in clause m 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 Development Manager 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.

The interest over the delayed payment shall be charged, the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum upto two months thereafter the Company can cancel the said booking/allotment and the Applicant shall have no claim or right whatsoever except to claim for the refunds of amount as deposited, and in such cancelation there will be deduction of 10% of the cost of the Unit. For the refund in said cases as stated above, consent of both the Applicants shall be necessary otherwise the amount shall be refunded in equal share between all the Applicants.

15. That all Taxes and statutory levies presently payable in relation to Land comprised in "**ACE MEDLEY AVENUE**" 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.

16. That no separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Applicant to make the payment on or before the due dates. If any installments as per payment schedule is not paid within due date, the Company will charge 12% interest per annum on the delayed payment from the due date. Further, if the payment remains in arrears for more than 45 days from the due date for such payment or two consecutive demands whichever is earlier, then allotment shall automatically stand cancelled at the sole discretion of the Company and the amount deposited by the Applicant

as earnest money 10% of the cost of Commercial Unit will stand forfeited, and after deduction of over dues interest amounts received from housing finance companies/banks against the said allotment and any other charges, the balance amount, if any, shall be refundable without interest after 90 days of cancellation of allotment. However, the Company may at its sole discretion, condone the delay in payment exceeding 45 days by charging interest 12% p.a. and restore the allotment in case the allotted Commercial Unit has not been allotted to someone else. Alternative Commercial Unit, if available may also be offered in lieu but the company is not bound to do so.

17. That the time is essence with respect to the Applicant's obligation to pay the sale 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. 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 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.

18. 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.

19. 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".

20. (a) The Company shall endeavour to complete the construction of the Commercial Unit within a period specified in the Allotment Letter to be entered into, subject to timely payment of installments and other charges by the Applicant, when due or demanded by the Company. The Company on obtaining completion certificate/certificate of occupancy from New Okhla Industrial Development Authority shall hand over the Commercial Unit to the Applicant after clearing all the dues according to the terms and conditions of the Allotment Letter in respect of said unit .

(b) The Applicant agrees that the development of the project is subject to force majeure conditions which includes delay for any reason beyond the control of the Company like non-availability of building materials and/or labour problems due to lock out/strike etc. and/or enemy action and/or natural calamities and/or any Act of God and/or in case of delay in possession as a result of any notice, order, rule, notification of the



Government/public/competent authorities, delay in issue of completion certificate/occupancy certificate, water/electric power supply connection or any other reason beyond the control of the Company, and in such an event the Company shall be entitled to reasonable extension of time for which the Applicant shall not be entitled for any claim or compensation of any nature whatsoever for the period of delay on the part of company.

21. That the possession of the said Commercial Unit is likely to be delivered by the Company to the Applicant latest by June 2022. In case of delay in construction of the said Unit beyond this date which is not due to reason explained in clause no. 20(b) above, the company agrees to pay a delay penalty @ 12% P.A of the said Commercial Unit for the period of delay to the Applicant. The said delay penalty is subject to the Applicant having made payments/all installments towards the sale consideration amount of the said Commercial Unit in time and without making any delay to the company. Vice-versa the penalty of 12% P.A. on delay in taking in possession shall also be applicable on the Applicant and payable by the Applicant, if the Applicant does not comply with the requisite compliance as per the letter "Offer of Possession". The said penalty shall commence from the date of expiry of Fit-out Period. This holding/waiting period shall have a limit maximum of 6 months thereafter the said allotment shall be treated as cancelled and no other claim except refund of amount without any interest as per the terms & conditions of the Company shall be entitled and entertained. Further in case of bank loan the due amount will be refunded to the bank and balance amount will be refunded to the Applicant. Further , Company reserves the right to make early delivery of project before the scheduled completion period mentioned here above and in this case allottee shall have no right to claim any compensation due to such early completion whatsoever.

22. That there shall be no reserve 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.

23. That single point electric connection will be taken for the complex from the Paschimanchal Vidyut Vitran Nigam Limited and the electricity will be distributed through separate meters to the Applicant through pre-paid systems.

24. 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.

25. That there will be defect liability period of **60** months from the date of handing over possession or from the date of issuance of completion certificate 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.

26. That any delay on account of the authority for issuance of the completion certificate shall not be considered as any delay on account of the Company. The date of applying the completion certificate shall be presumed as the date of completion, the Company shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of the applying for the completion certificate only.

27. 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 cancellation of the allotment.

28. That the Applicant shall comply with legal requirements for purchase of immoveable 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.

29. 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, Allotment of Parking space and Agreement for Maintenance, Electricity and Power Back-up etc. shall be payable by the Applicant.

30. That in case, the Applicant desires for cancellation before the allotment, then 10% of the cost of Unit as constituting the earnest money, will be forfeited and the balance amount, if any, refunded without any interest after re-sale of the Unit.

31. That the Applicant shall be required to pay requisite charges as fixed by the Company for the connections of water and sewer of the allotted Commercial Unit and allottee shall also pay the Power Back-up Charges, Sinking Fund, Admn. charges and all other such charges as may be fixed by the Company.

32. That the allotted Unit shall be used for commercial purpose only, and 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 he 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 Development Manager . The Development Manager 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.

33. 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 title deed. 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.

34. That the Applicant shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the Commercial Unit allotted to applicant ) in the Complex as determined by the Company or Development Manager or its nominated Agency. The appointment of nominated agency for Facility Management Service of the project is sole right of Company and Development Manager and applicant shall not have any objection for same upon the allotment of unit . The maintenance rates shall be charged on super area basis and may differ floor wise and location wise based on the nature of services provided to occupants of space / allottees in the project in their respective floor and location . In addition to maintenance charges , the occupant of space in the project shall bear their respective electricity consumption charges as per prevalent rate .

35. That at the time of handing over the maintenance of the project to the RWA, the following will be handed over to the RWA, i.e. all existing lifts, corridors, passages, , underground and overhead water tanks, firefighting equipments with motor rooms, Single Point Distribution system with all liabilities, Gen-sets, security gates with intercoms, lifts rooms at terrace and other areas falling under the common areas.

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.

36. 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.

37. 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 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.



38. 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.

39. **All payments made should be made either through an Account Payee Cheque or Draft or RTGS/NEFT/ONLINE TRANSFER in RERA ESCROW ACCOUNT WITH ICICI BANK drawn in favour of "ACE MEDLEY AVENUE -033005007696"** . Any payment other than above said account shall not be accepted .

40. That the contents of each Commercial Unit along with the connected structural part of the building shall be insured by the Applicant at his own cost against fire, earthquake etc., the Company after handing over possession of any particular Commercial Unit shall in no way be responsible for safety, stability of the structure. The Applicant will pay all charges towards insurance either by him individually or through society collectively, if so formed for maintenance of the building.

41. 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.

42. 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.

43. That all disputes, differences or disagreement arising out of, in connection with or in relation to the booking of the Commercial Unit, which cannot be amicably settled, shall be decided by a sole Arbitrator, appointed with mutual consent, in accordance with the provisions of Arbitration and Conciliations Act, 1996.

44. That the venue of the Arbitration shall be Noida or such other place as may be mutually agreed between the parties and the award of the Arbitrator(s) shall be rendered in English.

45. That this Application is subject to a lock-in period of thirty (30) days from the date of signing of this Application Form and after thirty (30) days this Application shall automatically be rejected, if allotment is not done at the sole discretion of the Company.

46. That the Cheque Bouncing Charges are applicable @ Rs. 500/- + Services tax (as Applicable).

46. That I have fully satisfied myself about the right and responsibilities of Development Manager Ace Infracity Developers Pvt Ltd who shall develop and market the project in terms of Development Management Agreement executed between company and Ace Infracity Developers Pvt Ltd dated 11<sup>th</sup> February , 2019.

47. I have read and understood the terms and conditions of Lease Deed Dated 17<sup>th</sup> January , 2012 , 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, title, 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.

**48. 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.**

49. 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 Builders & Promoters Pvt. Ltd.  
(Company)

Ace Infracity Developers Pvt Ltd  
( Development Manager )

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.....