

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

Dear Sir,

I/We request that I/We may be registered for provisional allotment of a residential apartment (hereinafter referred to as the "Apartment") in the Group Housing Project known as "Blossom County" being developed by LOGIX INFRASTRUCTURE PRIVATE LIMITED ("Developer") on a plot bearing No 2, Sector 137, Express Way Noida, Gautam Budh Nagar, Uttar Pradesh India (hereinafter referred to as the "Plot")

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

I/We have read and understood the accompanying Terms & Conditions for Provisional Allotment of an Apartment in Blossom County and acknowledge that the said Terms & Conditions form a part of this Application and agree and undertake to abide by the same.

I/We remit herewith a sum of in favor of Logix Infrastructure Pvt. Ltd. as registration amount for the provisional allotment of the Apartment as detailed under;

Rs.....(Rupees.....)

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

(Note : Service Tax, as applicable would be charged extra with the above mentioned booking amount). Customer has to add the amount of Service Tax with all the payments including booking amount. Interest will be charged in case Service Tax is not paid along with the payments.

I/We clearly understand that the Allotment of an Apartment by the Developer pursuant to this Application shall be purely provisional till a Flat Buyers Agreement on the format prescribed by the Developer is executed by the Developer in our favor. Further, the Allotment of an Apartment in the Blossom County is subject to the terms and conditions, restrictions, and limitations as contained in the Lease Deed to be executed by NOIDA in favor of the Developer for lease of the said Plot in favor of the Developer.

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

1. **SOLE/FIRST APPLICANT**

Mr./Ms./M/s.....

S/W/D/ of

Date of Birth/Incorporation.....

Guardian's Name (In case of minor).....

Photograph of
First Applicant

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

NationalityOccupation.....

Resident Status: Resident () Non Resident ()

Foreign National of Indian Origin () Other (Please Specify).....

Mailing Address:

.....

E-mail

Tele No.....Fax No.....Mobile No.....

Permanent Address:

.....

Tele No.....Fax No.....Mobile No.....

Permanent Account No.....

Ward/Circle/Range.....Place where assessed.....

2. SECOND/JOINT APPLICANT:

Mr./Ms./M/s.....

S/W/D/ of

Date of Birth/Incorporation.....

Guardian's Name (In case of minor).....

Nationality

Occupation.....

Resident Status: Resident () Non Resident ()

Foreign National of Indian Origin () Other (Please Specify).....

Mailing Address:

.....

E-mail

Mobile No.....Tele No.....Fax No.....

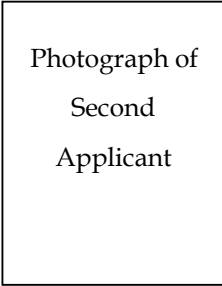
Permanent Address:.....

.....

Tele No.....Fax No.....Mobile No.....

Permanent Account No.....

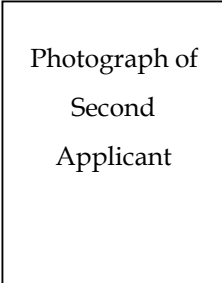
Ward/Circle/Special Range.....Place where assessed.....



Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

3. **THIRD/JOINT APPLICANT:**

Mr./Ms./M/s.....
S/W/D/ of
Date of Birth/Incorporation.....
Guardian's Name (In case of minor).....
Nationality
Occupation.....



Resident Status: Resident () Non Resident ()
Foreign National of Indian Origin () Other (Please Specify).....

Mailing Address:
.....

E-mail
Mobile No.....Tele No.....Fax No.....

Permanent Address:.....
.....

Tele No.....Fax No.....Mobile No.....
Permanent Account No.....
Ward/Circle/Special Range.....Place where assessed.....

4. **Details of the Apartment applied for:**

Unit No.....Floor.....Block.....Type.....
Super Area.....Sq. Ft. (appx.) (.....Sq. Mtr. appx)
Terrace Area.....Sq. Ft.(appx.) (.....Sq. Mtr. appx.)

5. **Payment Plan Opted :**

Plan A - Balance on Possession (50-50) ()
Plan B - Construction Linked Plan ()

6. **Basic Sale Price,Charges and detailed payment plan :**

Basic Sale Price per Sq.ft. : Rs.....
Less : Payment Plan Discount (%) Rs.....
Balance: Rs.....

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

Less : Discount By Company	(%)	Rs.....
Less : Discount by Dealer	(%)	Rs.....
Less : Other Discount (if Any)	(%)	Rs.....
Net Basic Sale Price per Sq.ft.		Rs.....

S.No	Particulars	Area/Unit (A)	Rate Per Sq.Ft./ Per Unit (B)	Total Amount (A x B)
1.	Basic Selling Price			
2.	IDC			
3.	EDC			
4.	Electric Sub-station Charges			
5.	Club Membership			
6.	Compulsory Car parking Charges			
7.	One Time Lease Rent			
8.	IFMS			
9.	PLC			
10.	Power Backup			
	TOTAL			

6A. Payment Plans: -

Plan-A (Balance On Possession Plan)

S.No.	Particulars	Installment
1	On Application of Booking	10% of BSP
2	Within 30 Days from Booking	40% of BSP + all additional charges.
3	On offer of possession	Remaining 50% of BSP

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

Plan-B (Construction Linked Plan)

S.No.	Particulars	Installment
1	On Application of Booking	10% of BSP
2	45 Days or on Agreement (whichever is earlier)	10% of BSP
3	45 Days from Agreement or PCC (whichever is earlier)	10% of BSP
4	On Completion of 1st Floor	10% of BSP
5	On Completion of 4th Floor	8% of BSP + car parking space charges
6	On Completion of 7th Floor	8% of BSP + EDC
7	On Completion of 10th Floor	8% of BSP + IDC
8	On Completion of 13th Floor	8% of BSP + PLC as applicable
9	On Completion of Top Floor	8% of BSP + Electric Sub Station Charges
10	Internal Plaster + Brick Work	8% of BSP + Power backup
11	Internal Plumbing + Internal Finishing	7% of BSP
12	On offer of possession	5% of BSP + Club Membership + IFMS + Lease rent

I/We the above applicant(s) do hereby declare that the Terms & Conditions for Provisional Allotment have been read/understood by me/us and I/We shall be abiding by the same.

Note:-

- ✦ Service Tax, as applicable would be charged extra with the above mentioned booking amount. Interest will be charged in case Service Tax is not paid along with the payments.
- ✦ Allotment letter will only be issued after receiving the full booking amount.
- ✦ TDS @1% of total consideration of apartment is to be deducted and deposited by the client to Government if the value of apartment is 50 Lacs or above. Copy of challan is to be submitted to Logix for receipt generation.

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

Note:-

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

7. Check List

1. Booking Amount : Local Cheque / Draft
2. PAN : Copy of PAN Card / Form 60 enclosed.
3. Address Proof : Copy of Passport/Vote Id/Driving Licence/Electricity Bill/Telephone Bill
4. Memorandum of Association & Articles of Association (For Bookings in the name of Companies)
5. Copy of Passport and Account details : (For NRI's and PIO's to make payment through NRE/NRO/Foreign Currency Accounts only)
6. Photographs and signatures of intending allottee(s).

**BRIEF TERMS & CONDITIONS FOR PROVISIONAL ALLOTMENT OF
APARTMENT IN "BLOSSOM COUNTY" SECTOR 137, NOIDA,
Distt. GAUTAM BUDH NAGAR, U.P.**

"THE BLOSSOM COUNTY"

1. The "BLOSSOM COUNTY" is a Residential Group Housing Project being developed on a Plot of land numbered as No 2, Sector 137, NOIDA, Distt. Gautam Budh Nagar, U.P. admeasuring 100,000 sq.mtr (approx.) (hereinafter referred to as the 'Plot'). The said Plot has been allotted by NOIDA to M/s Logix Infrastructure (P) Ltd. Accordingly the lease deed dated **29/01/2010** for demise of the said Plot has been executed by NOIDA in favour of the Company on the terms and conditions contained in the said Lease Deed for development of a Group Housing Project.
2. The Allotment, if and when made by the Company, pursuant to the accompanying Application shall be purely provisional and further be subject to the terms and conditions, restrictions and limitations contained in the Lease Deed to be executed by NOIDA in favour of the Company and the intending Allottee having read and understood the same has applied for the allotment and has undertaken to abide by those terms and conditions, restriction and limitation etc.
3. THAT the intending Allottee(s) has applied for provisional allotment of an Apartment in the Group Housing Project being developed on the said Plot known as BLOSSOM COUNTY. The intending Allottee(s) has full knowledge of laws, notifications and rules as applicable to the Plot and the terms and conditions mentioned in the Noida Lease.

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

4. THAT the intending Allottee(s) has fully satisfied himself about the interest and title of the Company in the said Plot of Land.
5. THAT the timely payment of installments as per the Payment Plan shall be the essence of the Allotment. It shall be incumbent on the intending Allottee(s) to comply with the terms of payment and other terms and conditions of allotment and the terms of the Noida Lease. In case, at any stage, the intending Allottee(s) seeks cancellation of allotment and/or refund of the amount deposited by him, the Company may, at its discretion forfeit the booking/registration amount or the Earnest Money, as the case maybe. However, in case the intending Allottee(s) fails to pay any installment(s) with interest within 90 days, from due date for such payment, the Company shall have the right to cancel the allotment and forfeit the entire amount of Earnest Money / Registration Amount and the intending Allottee(s) shall be left with no right or lien on the said Apartment or any part of the Land. The amount paid, if any, over and above the Earnest Money shall be refunded by the Company without interest after adjustment of interest accrued on the delayed payment(s), if any, and /or any other charges due from the intending Allottee(s). The delay in payment of installment shall entail interest @ 18% p.a. compounded quarterly, calculated from the due date of outstanding amount.
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 affect or if so required by any regulatory authorities make suitable alterations in the layout plan. Such alterations may include change in the area of the apartment, floor, Block, number of apartments, location and increase/decrease in the number of Car parking slots allotted to the Allottee(s). In regard to all such changes either at the instance of the regulatory authorities or otherwise, opinion of the Company's architects shall be final and binding on the Allottee(s). Further, if there is any increase/decrease in the super area of the Apartment or an Apartment becomes preferentially located, revised price and/or PLC shall be payable /adjustable at the original rate at which the apartment has been booked for allotment. Further, the Company reserves the right to suitably amend the terms and conditions as specified herein.
7. THAT the intending Allottee(s) shall pay to the Company the entire consideration of the Apartment, as per the Payment Plan opted by the intending Allottee(s)
8. The Buyer agrees and acknowledges that the Company is under no obligation to send demands/reminders for payments of the balance sale consideration. The Company shall send all letters/notices and communications to the sole/first applicant at the address given in the application form at the time of booking. It is clarified that the Company shall not be liable to send separate communication, letter/notices to the second applicant or to applicant other than the first applicant. Further it shall be the sole responsibility of the Buyer to inform the Company of all subsequent changes in his/her/its address, through the means of a registered letter, failing which all demand notices and letters posted at the earlier registered address shall be deemed to have been received by the Buyer upon the expiry of three days after the posting of such letter. The Buyer is

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

required to make all payments as specified in the demand notices for payment, within the period mentioned in the demand note.

- 9. THAT the Allottee(s) has understood that the rights of ownership of land(s), facilities and amenities other than those within the block/building in which the Apartment is located and the common areas shall vest solely with the Company which shall have the sole right and authority to deal in any manner with such land(s), facilities and/or amenities.
- 10. THAT the intending Allottee shall pay the maintenance charges for upkeep and maintenance of various common services and facilities (excluding internal maintenance of the apartment) in the Complex as determined by the Company or its nominated agency.
- 11. THAT the Company apart from basic price of the Apartment shall fix Preferential Location Charges (PLC) for certain apartments and if the intending Allottee(s) opts for the booking of any such apartment, he/she shall also pay such charges.
- 12. THAT Earnest Money shall be deemed to be 10% of the total consideration of the Apartment as mentioned in the allotment letter.
- 13. THAT the intending Allottee(s) shall be allotted the Car Parking space(s) as applied by him for its exclusive use in the complex subject to the availability of the same. The intending Allottee(s) shall not have any ownership rights over the said parking. It shall only be a right to use which shall stand automatically transferred along with the transfer of the Apartment.
- 14. THAT subject to the restrictions and limitations in the NOIDA Lease Deed, the intending Allottee(s) may at its option raise finances or a loan for purchase of the Apartment. However, responsibility of getting the loan sanctioned and disbursed as per Company's payment schedule will rest exclusively on the Allottee(s). In the event, the Allottee(s)' loan not being disbursed, sanctioned or delayed, the payment to the Company as per schedule shall not be delayed by the Allottee(s) and in the event of default in payment as per the Payment Plan the intending allottee shall be liable for consequences including cancellation of the allotment.
- 15. THAT all taxes and statutory levies presently payable in relation to Land comprised in "BLOSSOM COUNTY", have been included in the price of the Apartment. However, in the event of any further increase and/or any fresh tax, service tax, charge, cess, duty or levy by the Government or any other statutory authority, the same shall be payable by the Allottee(s) on pro-rata basis. Any charges on account of external electrification as demanded by Noida Power Authority or any competent authority shall also be additionally payable by the allottee(s).
- 16. Any tax/ duty (including service tax and stamp duty) presently applicable or levied in future on the sale of the Apartment from the Company to the Buyer shall be borne exclusively by the Buyer.

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....

- 17. THAT if for any reason the Company is not in a position to allot the Apartment applied for, the Company shall be responsible only to consider allotment of an alternative Apartment or refund the amount deposited by the Allottee(s) along with simple interest @ 10% p.a. It is clearly agreed and understood by the Intending Allottee that the Company shall not be liable for any other damages/compensation on this account. Further, for avoidance of doubt, it is clarified that the allotment of an Apartment pursuant to the application made by the Intending Allottee, being purely provisional in nature, cancellation of Allotment for any reasons whatsoever shall not entitle the Allottee to or give rise to a cause of action for any injunctory relief or a relief of specific performance.
- 18. THAT upon completion of Apartment and receipt of full consideration and other charges, if any payable by the intending Allottee(s), a Tripartite sublease deed shall be executed in favour of the intending Allottee(s) on the format approved by the NOIDA. All expenses towards execution of the said sub-lease deed shall be borne by the Allottee(s).
- 19. THAT the allotment of Apartment and car parking space(s) is at the discretion of the Company and the Company has a right to reject any offer/application without assigning any reason. In the event the Company decides to reject any offer/application for allotment of Apartment and/or the car parking spaces(s), the Company shall not be obliged to give any reason for such rejection and any such decision of the Company rejecting any offer/application for allotment of Apartment shall be final and binding.
- 20. THAT Gautam Budh Nagar Courts shall have the exclusive jurisdiction in all matters arising out of and/or concerning this transaction.
- 21. THAT the sequence of installments/demands mentioned in the booking form/payment breakup/plot buyer agreement may vary as per the start/completion of any activity and are to be paid as and when demanded by the company.
- 22. THAT the general terms and conditions as mentioned above are only illustrative and not exhaustive for the purpose of final allotment.

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

(i)..... (ii)..... (iii).....
 Sole/First Applicant Second Applicant Third Applicant

Place:.....

Dated:

For Office Use Only

- 1. Application: Accepted /Rejected
- 2. Mode of Booking : Direct / Broker

Authorized Signatory for the Company

Dated

Signature (1st Applicant) (2nd Applicant) (3rd Applicant).....