

_____ **RERA Registration No.:**

Dated:

To,

.....

.....

LETTER OF ALLOTMENT

Dear Mr. _____,

Subject: Allotment of a commercial space in Project _____ situated at Plot No. _____, Sector 150, Noida, Gautam Budh Nagar. This has reference to your Application Form dated for acquiring leasehold rights in commercial unit in our Project _____ situated at Plot No. _____, Sector-150, Noida, Uttar Pradesh, India, PIN-201301 ("**Project**").

In response to the above, we are pleased to allot you a commercial unit as per the details given below:

Name of the First Allottee & Address	
Status of Applicant(s)	
Co-Applicant Name	
AADHAR Number	
PAN Number	
Unit Number	
Description of Unit (Shop / Restaurant / Kiosk / Food Court Kiosk / Food Court Stall / Entertainment Zone / Audi /Any other)	
Carpet Area of the Unit (Sq.Ft.)/Sq. Meter	
Super Area of the Unit (Sq. Ft) /Sq. Meter	
Amount of Total Consideration	As Per Annexure I
Possession Timeline	
Account Number and Bank Detail for Payment	RERA _____ACCOUNT WITH BANK drawn in favour of " _____ "
Payment Plan of Unit	As per Annexure II

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Corporate Office: A4&5, SECTOR -16, NOIDA, GAUTAM BUDH NAGAR-
201301(U.P).
CIN Number: _____

Upon the above allotment, in addition to making payment as per the payment plan, you are also simultaneously required to execute this Agreement to Sub-Lease, as prescribed under Section 13 of the Real Estate (Regulation & Development) Act, 2016 and Rules made thereunder. The Allottee shall be required to bear the stamp duty charges and registration charges for registration of the Agreement to Sub- Lease. Any delay in registration of Agreement to Sub-Lease shall be at the cost and consequences to the allottee.

This Allotment Letter is subject to the terms and conditions set out overleaf / in the Annexure forming part hereof, as well as those contained in the Agreement to Sub-Lease to be executed by allottee. In case of any variation in terms and conditions between application / allotment and Agreement to Sub-Lease, the terms of Agreement to Sub-Lease shall prevail and shall be final and binding upon the allottee.

The Allottee(s) may revert back to us in case of any objection to the allotment within ten days of the date of this letter, else it shall be deemed that allottee(s) have accepted the allotment of said Unit on the terms and conditions as specified in this allotment letter.

Should you have any other query kindly write back to us on _____ or

call us on _____ and we shall be glad to assist you

Thanking you and assuring you of the best of our services at all times.

Yours truly,

For Logix Infra Developers Pvt. Ltd

Authorised Signatory

Promoter

Encl.

Annexure I: DETAIL OF TOTAL CONSIDERATION OF UNIT

Annexure II: DETAIL OF PAYMENT PLAN OF UNIT

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CIN Number: _____

RERA REGISTRATION

NO. ANNEXURE TO LETTER OF ALLOTMENT

Terms & Conditions of the Allotment

1. The Applicant (“**Allottee**”) has applied for acquiring leasehold rights of a Commercial Unit in the above mentioned project with full knowledge about the project and subject to all the prevailing laws, rules, regulations, notifications and Government policies as applicable to the said Project in particular and in the area in general which have been explained by the Promoter and understood by him.
2. The Allottee has fully satisfied himself about the interest and rights of the Promoter on the land on which the Project is to be developed and the descriptions and specifications of the Project and has understood all the limitations and obligations in respect thereof and have no query in this respect.
3. The Allottee hereby agrees to execute the Agreement to Sub-Lease as and when intimated by the Promoter, prescribed under Section 13 of the Real Estate (Regulation & Development) Act, 2016 (“**Act**”), and make payments as per Annexure II within the due date, failing which this Letter of Allotment shall stand automatically cancelled without any prior notice/letter in writing to the Allottee and the amount paid by the Allottee shall be forfeited as per the provisions of the Act or rules and regulations made thereunder.
4. All payments towards the price of the said Unit will be made through the RERA ESCROW ACCOUNT only as per detail mentioned in allotment letter and if the payment is made otherwise, the same shall be at the risks and consequences of the Allottee.
5. The Allottee agrees that the Promoter shall have absolute and unfettered right to change the Unit Number/Phase/Category before the execution of the Agreement to Sub-Lease. The Promoter, in its sole discretion, may also entertain the request of the Allottee for the change, subject to the availability of the Unit in the desired category.
6. The Allottee, who is Non Resident Indian/Person of Indian origin resident outside India/Foreign National/Foreign Promoter, agrees that all remittances, for the acquisition/transfer of the said Unit shall be sole responsibility of such Allottee and he shall comply with all the provisions of Foreign Exchange Management Act, 1999 or statutory enactment or amendment thereof and the rules and regulations of Reserve Bank of India or any other applicable laws and provide the Promoter with such permission, approvals, which would enable the Promoter to fulfill its obligations under the said Allotment. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. The Promoter accepts no responsibility on account of any default/violation/failure

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Corporate Office: A4&5, SECTOR -16, NOIDA, GAUTAM BUDH NAGAR,
201301(U.P).

CIN Number: _____

on the part of the Allottee.

7. The Allottee shall get his complete address registered with the Promoter and submit necessary ID/Address proof and it shall be Allottee's sole responsibility to inform the Promoter in writing by Registered/Speed Post A.D. about all or any subsequent changes, if any, failing which all communications/notices etc. sent by the Promoter at the first address as mentioned by the Allottee in his Application Form or at the last known address as informed by the Allottee, as the case may be, shall be deemed to have been received by the Allottee.
8. In case of joint Allottees, all communications/notices shall be sent by the Promoter to the Allottee whose name appears first at the address given by him and this shall for all purposes be considered/deemed to have been received by all the Allottees and no separate communication shall be necessary to the other joint-Allottee(s).
9. The Allottee shall have to strictly comply with the provisions of the Agreement to Sub-Lease to be executed with the Promoter and schedule of payment opted by him and he shall be fully and solely responsible for any default in payment and the consequences that might arise there from. The Allottee undertakes to abide by all the laws, rules and regulations relating to the said /Unit/Building/Project.
10. The Allottee agrees and acknowledges that the total price/total consideration of the Unit applied for by him and allotted herein is fair and acceptable to the Allottee. The Allottee further agrees and acknowledges that a similar Unit may be/have been sold/allotted by the Promoter at a different price/consideration and the Allottee shall not raise any objection or claim in this regard.
11. The Allottee has seen and accepted the layout plans, which are kept at the Promoter's office as well as at Project Site and agrees that the Promoter may effect such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion, deem appropriate and fit or as may be done/directed by any competent authority in the interest of the Project and the Allottee hereby gives his consent to such variation/addition/deletion/alteration and modification.
12. The Allottee declares that all payments are made/will be made from his own bank account and from his known source of income/Bank Loan. No Payment shall be accepted in cash.
13. That in case the cost/ value of Commercial Unit booked/allotted is Rs. 50,00,000_____/-(Rupees Fifty Lac 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 a deduction of applicable TDS Tax Deduction at Source of such payment by such applicant and the total amount of TDS so

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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 Promoter 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 applicable 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/ Promoter/ 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 Promoter.

14. All the terms and conditions of Application form signed by allottee(s) shall apply mutatis mutandis to this allotment letter as well. Upon the execution of Agreement to Sub-Lease between Promoter and Allottee(s) in case of any variation the terms and conditions of Agreement to Sub-Lease shall prevail upon Application and Allotment letter.
15. Allottee/s hereby agree and accept that the allotted Unit shall be used for commercial purpose only, except for spa services, massage centers/ shops and liquor shops for which Allottee shall require special written approval from the Promoter. The Allottee shall not use the allotted Unit for any activity/ purpose, which may or is likely to cause public nuisance or which is not permissible under the law.

DECLARATION:

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

I/We do hereby agree to sign and execute the Agreement to Sub- Lease as and when intimated by Promoter, failing which this Letter of allotment shall stand automatically cancelled without any notice/letter in writing and the amount paid by me/us may be forfeited by the Promoter and I/We shall have no claim whatsoever against the Promoter.

I/We, the undersigned Allottee (s), do hereby affirm and declare that the above mentioned particulars/information given by me/us are true and correct to the best of my/our Knowledge, nothing stated therein is untrue and nothing material has been concealed there from.

Yours Faithfully,

Signature and Name(s) of the Allottee(s)

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Place:

Date:

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