

ALLOTMENT LETTER

Date: [●]

From	To
Promoter name: Birla Estates Private Limited	Customer name:
Address: Unit No. 501, 5 th Floor, Tower 3, Worldmark, Sector 65, Gurugram, Haryana.	Address:
Phone No.: +91- 1244-227-720	Mobile:
Email Id: customerarepravaah@adityabirla.com	Email id:

SUBJECT: Allotment of Apartment No [●] on [●], in the [●] (“Apartment”), in the project “Birla Pravaah” (“Project”) located at Sector 71, Gurugram, Haryana.

1. Details of the Allottee:

ALLOTTEE DETAILS			
Application No. (If any)			
Date			
	1 st Applicant	2 nd Applicant	3 rd Applicant
Name of the Allottee			
Son/Wife/Daughter of (whichever is applicable)			
Nationality			
Address (Correspondence)			
Pin code			
Address (Permanent)			
Pin code			
Website (if any)			
Landline No.			
Mobile No.			
Email			
PAN (Permanent Account No.)			
Aadhar Card No.			

PROJECT DETAILS	
Details of HARERA Registration	
Project Name	Birla Pravaah
Project Location	Sector 71, Gurugram, Haryana.

If project is developed in phases then, Phase Name		NA
Nature of Project		Group Housing Colony
Proposed date of Completion of the Phase/Project		31.01.2032
Proposed date of Possession of the Apartment		01.02.2032
License No.		72 of 2025 dated 21.05.2025
Name of Licensee		Birla Estates Private Limited
Name of Collaborator (if any)		NA
Name of the BIP holder (if any)		NA
Name of the change of developer (if any)		NA
APPROVAL DETAILS	Details of License approval	License No. 72 of 2025 dated 21.05.2025
		Memo. No. LC-5455/JE(RK)/2025/19199
		Dated: 21.05.2025
		Valid Upto: 20.05.2030
	Details of Building Plans approval	Memo. No : - ZP-2157/PA(DK)/2025/38240
		Dated: - 01.10.2025
		Valid Upto: - 30.09.2030
	Details of Environment Clearance approval	Memo. No : [●]
		Dated : [●]
		Valid Upto :- [●]
	Land Area	5.075 acres
	Change of Developer (COD)	NA

Dear Sir/Madam,

With reference to your application as per details above submitted in this office and other required documents, it is intimated that the Company has allotted you the following Apartment as per the details given below:

APARTMENT AND BOOKING DETAILS			
1	Nature of the Apartment		Residential Apartment
2	Apartment	No.	
		No of Parking	[●]
		Property Category	[●]BHK
3	Carpet Area (sq. m)		Carpet Area: _____ sq. m. i.e.

		_____sq. m. on _____ Apartment
4	Balcony area (sq. m) (not part of the carpet area)	
5	Total Area (Sq. m)	
6	Rate of carpet area (Rs/sq. m)	Rs._____/sq.m
7	Nature of Car parking	[●] car parking space(s) [●] at basement bay and/or [●] at stack car (“Car Parking Space”)
8	Block/Tower No.	
9	Floor No.	
10	Total Price [inclusive of parking charges, Govt fees/levies/common areas/taxes {which includes GST payable by the Allottee(s) at rates as specified from time to time, which at present is 5%]	Rs._____/ - (Plus other charges & taxes as per application form and Annexure I)

Note: Carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, other balcony or verandah area and other open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation-For the purpose of this clause, the expression ‘balcony or verandah area’ means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the use of the allottee and ‘open terrace area’ means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the use of the allottee.

2. Booking Amount:

1.	Booking Amount	Amount in Rs	Rs._____/ -
		(10% of Total Price value)	
2.	Cheque No/DD No./RTGS/Transaction No.		
3.	Dated		
4.	Bank Name		
5.	Branch		
6.	Amount deposited	Rs._____/ -	
7.	Total Price	Rs._____/ - Rs. [●] (Plus other charges & taxes as per application form and Annexure I)	

3. Mode of Booking

1.	Direct/Real estate agent	
2.	If booking is through Real estate agent, then Real estate agent Reg. No	

3.	Real estate agent Charges	
----	---------------------------	--

PAYMENT PLAN	
Payment Plan (Inclusive of all charges/fees)	As per Annexure I
Bank Details of master account (100%) for payment via RTGS	
Payment in favour of	Birla Pravaah Master Account
Virtual Account Number	924020042122602
IFSC Code	UTIB0005051
Bank Name	Axis Bank Limited

‘Payment Plan’

Booking Amount which is not exceeding 10% of the Total Price in respect of the above referred Apartment also known as “Earnest Money” is already paid at the time of allotment. Balance price amount shall be paid as per the Cost Sheet and Payment Plan annexed hereto as Annexure I.

The Allottee(s) will abide by all the detailed terms & conditions mentioned in the application form and Agreement for Sale which is annexed with this allotment letter.

Best Wishes

Thanking You

Yours Faithfully

For **Birla Estates Private Limited**
(Authorised Signatory)

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Allottee

Dated:

This allotment is subject to the following conditions:

1. TERMS

- 1.1 That the allotment of above Apartment is subject to the detailed terms & conditions mentioned in the application form and agreement for sale.
- 1.2 Terms & conditions provided in 'agreement for sale' shall be final and binding on both Parties subject to any conditions in the allotment letter.
- 1.3 The Allottee(s) shall not transfer/resale this Apartment without prior consent of the Promoter.
- 1.4 Upon issuance of this allotment letter, the Allottee(s) shall be liable to pay the Total Price of the Apartment as shown in the payment plan as annexed. We acknowledge the receipt of the 10 % of Total Price being part of Earnest Money. The Total Price (as defined in the terms and conditions in agreement for sale) shall be payable as per the "payment plan" as annexed herein, time being the essence of this allotment.
- 1.5 The Total Price includes Taxes (GST and Cess or any other taxes/fees/charges/levies etc. which may be levied, in connection with the development/construction of the Project(s)) paid/payable by the Promoter up to the date of handing over the possession of the said Apartment for residential usage along with car parking to the Allottee(s), after obtaining the necessary approvals from competent authority for the purposes of such possession.
- 1.6 Provided that, in case there is any change/modification in the taxes/charges/ fees/levies etc., the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/decreased based on such change/modification:
- 1.7 The Promoter shall confirm to the carpet area that has been allotted to the Allottee(s) after the construction of the building/said Apartment, as the case may be, is complete and the occupation certificate/ part occupation certificate, (as the case may be) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess amount paid by the Allottee(s) within ninety (90) days with annual interest at the rate prescribed under rules, from the date when such an excess amount is paid by the Allottee(s) or adjust such excess amount in the next demand. If there is any increase in the carpet area, which is not more than five percent (5%) of the carpet area of the Apartment, allotted to the Allottee(s), the Promoter may demand that from the Allottee(s) as per the next milestone of the Payment Plan.
- 1.8 The Allottee(s) hereby acknowledges and agrees that any transaction conducted between the Allottee(s) and any third party or broker, including but not limited to brokers, agents, or intermediaries, shall be independent of and unrelated to the Promoter. The Promoter shall not be privy to, involved in, or liable for any such transactions. The Allottee(s) further understands and accepts that the Promoter will not assume any responsibility or obligation in connection with such transactions and that the Allottee(s) will bear full responsibility for any dealings and agreements made with third parties or brokers.
- 1.9 In case, the Allottee(s) fails to pay to the Promoter as per the payment plan, then in such case, the Allottee(s) shall be liable to pay interest on the due date at the prescribed rate under rule 15 of the Haryana Real Estate (Regulations and Development) Rules, 2017.
- 1.10 The stamp duty and registration charges and other applicable charges will be payable by the Allottee(s) at the time of registering the conveyance deed with the Sub Registrar Office, Gurugram.
- 1.11 Interest as applicable on instalment will be paid extra along with each instalment.
- 1.12 In accordance with the provisions of the Income Tax Act, 1961 (as amended), any payment towards acquisition of immovable property (other than agricultural land) where the aggregate consideration is INR 50,00,000/- (Rupees Fifty Lakhs only) or more is subject to deduction of tax at source ("TDS") at the rate prescribed under applicable law.
Accordingly, the Applicant(s) shall deduct TDS on the Total Price payable for the Apartment at the applicable rate and deposit the same with the concerned authorities within the prescribed timelines. The Applicant(s) shall, within 30 (thirty) days of such deduction, provide the original TDS certificate (Form 16B) to the Promoter. Submission of the said TDS certificate shall be a condition precedent for the Promoter to hand over possession of the Apartment and to execute the Conveyance

Deed in favour of the Applicant(s). In the event the Applicant(s) fails to deduct or deposit the TDS or if such TDS is not duly reflected in the Promoter's Form 26AS and/or the original TDS certificate is not furnished to the Promoter, then the corresponding amount of TDS shall be treated as outstanding and recoverable from the Applicant(s). The Promoter shall be entitled to adjust/recover such amount, and possession of the Apartment shall be withheld until full compliance is made by the Applicant(s). The Applicant(s) shall be solely responsible and liable for any consequences, penalties, or statutory obligations arising from non-deduction or non-deposit of TDS, and the Promoter shall not be held liable in this regard.

2. PROJECT

The Promoter is the absolute and lawful owner of land admeasuring 21 Kanal 16 Marla i.e. 2.725 acres situated at Village Begampur Khatola, Hadbast No. 101, Tehsil Kadipur, District Gurugram, Haryana and 18 Kanal 16 Marla i.e. 2.35 acres situated at Village Fazilpur Jharsa, Tehsil Badshahpur, District Gurugram, Haryana (collectively referred to as the "Project Land"). The aforesaid lands have been acquired by the Promoter through registered sale deed(s) duly recorded with the office of the concerned Sub-Registrar. By virtue of these sale deed(s), the Promoter has become the absolute owner of the Project Land and is duly entitled to construct, develop, and sell the Project thereon. The Project Land is earmarked for the purpose of building a residential group housing project. The Project Land has been earmarked for the project which will include multi-storied building(s) inter alia, convenient retail shops, community building/club and EWS, etc. The said project is known as "Birla Pravaah" ("Project"). The Promoter shall develop the Project in a single phase in consonance with the applicable laws at the discretion of and in the manner the Promoter may deem fit. The Promoter intends to develop the Project consisting of five (5) Towers, EWS with retail shop(s) and other amenities in accordance with the plans, designs and specifications as approved by the concerned authority from time to time and all amenities provided in this Project will cater to the residents of the entire development, ensuring the entire community benefits. The Directorate of Town and Country Planning, Haryana, has granted license for the development of the Project under License No. 72 of 2025 vide Memo No. LC-5455/JE(RK)/2025/19199 dated 22.05.2025.

3. NOTICES

- 3.1 All the notices shall be deemed to have been duly served if sent to the Allottee(s) by registered post/courier at the address given by the Allottee(s) to the Promoter or email Id provided in the application form.
- 3.2 The Allottee(s) shall inform of any change in your address, telephone no., email ID for future correspondence.

4. CANCELLATION BY ALLOTTEE

- 4.1 In case the Allottee(s) fails to make payments for two consecutive demands/reminder made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- 4.2 In case of default by Allottee(s) under the condition listed above continues for a period beyond Sixty (60) days after the first demand/notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment for Residential usage alongwith parking (if applicable) in favour of the Allottee(s) and refund the money paid to the Promoter by the Allottee(s) by forfeiting the booking amount paid for the allotment and interest component on delayed payment and any other charges (payable by the customer for breach of agreement and non-payment of any due payable to the promoter). The rate of interest payable by the Allottee(s) to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the Allottee(s) shall be returned by the promoter to the Allottee(s) within ninety (90) days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same shall thereupon, stand terminated.

In case the obligations as above are not complied with either by the Allottee(s) or the Promoter, the Authority may issue suitable directions. Provided that, the Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

- 4.3 Balance amounts, if any, without any liabilities towards costs/damages/interest etc. shall be refunded without interest whatsoever upon registration of the deed of cancellation or such other document, if applicable, and within 90 (ninety) days of such cancellation in terms of Application Form/Allotment Letter/Agreement for Sale.

5. COMPENSATION

Compensation shall be payable by the Promoter to the Allottee as per provisions of the Act as adjudged by the adjudication officer in the manner as provided under the Real Estate (Regulation and Development) Act, 2016 and rules formed thereunder for the State of Haryana, and subsequent amendments to the said act and rules.

4. CERTAIN MATERIAL AND FUNDAMENTAL UNDERSTANDINGS

The Allottee(s) agrees, undertakes and declares that it has clearly agreed to and understood, the following, as material and fundamental terms / conditions of this Agreement and transfer of ownership of the Apartment to the Allottee(s), and it shall be bound by the following at all points of time;

- i. The Allottee(s) shall not use/ cause to be used / permit to be used, the said Apartment for any purpose except residential use and shall not permit any commercial activity, and shall always ensure that the Apartment be put to residential use only. Furthermore, the Allottee(s) specifically undertakes not to use the said Apartment or offer it to be used in any manner and/or for any activity that is prohibited/ irregular/ illegal or other activity that is hazardous or may cause a nuisance of any nature in the Project.
- ii. If any damage is caused to the Project or part thereof/ Common Areas/ Apartment on account of any act, negligence or default on part of the Allottee(s) or his employees, agents, servants, guests, or invitees, the Allottee(s) shall be liable and responsible for the consequences thereof, including the obligation to pay for the rectification of loss and/ or damage caused as may be levied by the Promoter.
- iii. The Allottee(s) is strictly prohibited from making any alterations or modifications in the Apartment or outside the Apartment to the structure or the services and systems laid out in the Apartment / Project including any changes that are either structural changes or such that would lead to disruption of the services laid out in the buildings or along the buildings for use by one or more Apartment. The Allottee(s) shall not under any circumstances do or allow any alteration/ modification/ change to the interior walls, layout or finishes within the said Apartment save and except with the prior permission of the Promoter in writing.
- iv. The Allottee(s) shall not cover or construct the balcony(ies), and open spaces reserved exclusively for the dedicated use of the Apartment and shall only use the same as provided by the Promoter, as the case may be, and in no other manner whatsoever.
- v. The Allottee(s) hereby voluntarily and consciously provide agreement, acknowledgement and explicit consent for collection, preservation, utilization, and processing of information furnished by the Allottee(s) for the specific purpose of booking/ purchase of the said Apartment with the Promoter. Furthermore, the Allottee(s) is/are aware that any telephonic communication with representatives of the Promoter may be subject to recording, and the Allottee(s) hereby grant express consent for such recording.

6. SIGNING OF AGREEMENT FOR SALE

- 6.1 The Promoter and the Allottee(s) will sign the “Agreement for Sale” within thirty (30) days of allotment of this Apartment.
- 6.2 That the Allottee(s) is required to be present in person in the office of the Promoter, on any working day during office hours to sign the ‘Agreement for Sale’ and register the same before the sub-registrar of the concern jurisdiction within thirty (30) days.
- 6.3 If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a stipulated period of (30) thirty days from the date of receipt of Agreement for Sale by you or within such period as may be communicated to you, the Promoter shall be entitled to serve upon you a notice of (30) thirty days calling upon you to execute and register the Agreement for Sale, which if not complied, the Promoter shall be entitled to cancel this Allotment Letter and further shall be entitled to forfeit the Booking Amount/Earnest Money and such other amounts as mentioned herein above as permitted under law and the balance amount, if any due and payable shall be refunded without interest within 90 (ninety) days from the date of expiry of the notice period.
- 6.4 All the terms and conditions mentioned in the draft agreement for sale are in consonance with the notification in pursuance of section 13 of the Haryana real estate (regulation and development) by government of Haryana vide no. MISC-107(A)/ED (R)/196 dated 28-07-2017.

7. CONVEYANCE OF THE SAID APARTMENT

The Promoter on obtainment of Occupation Certificate and receipt of Total Price of Apartment along with parking spaces, will execute a conveyance deed in favour of Allottee(s) within (3) three months but not later than (6) six months from the offer of possession, on receipt of stamp duty/registration charges from the Allottee(s).

8. Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment in your favor. In the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.
9. That the Allottee(s) of the Apartment shall enroll as a member of association of Allottee(s) to be registered for this Project. Every Allottee(s) of the Apartment shall participate towards the formation of an association or society or corporative society or the Allottee(s), or a federation of the same, as and when required by the Promoter.

Best Wishes

Thanking You

Yours Faithfully

For **Birla Estates Private Limited**

(Authorised Signatory)

I/We have read and understood the contents of above communication, accordingly, I/We accept and confirm the same by appending my/our signature(s)

Allottee(s)

Dated:

ANNEXURE I
Cost Sheet & Payment Plan
PAYMENT PLAN

Construction Linked Payment Plan	Percentage (%)
Booking Amount	10%
Within 180 Days from payment of booking amount (Collection is subject to execution of AFS)	10%
Casting of 2 nd floor Slab of the tower	10%
Casting of 12 th floor Slab of the tower	10%
Casting of 20 th floor Slab of the tower	10%
Completion of Superstructure of the tower	15%
Commencement of Lift works of the tower	10%
Commencement of Marble works of the unit	10%
Application of OC	10%
On Offer of Possession	5%
Total	100%

ANNEXURE II
DESCRIPTION OF FLOOR PLAN

ANNEXURE III
DESCRIPTION OF THE APARTMENT

SPECIFICATIONS & AMENITIES		
WHICH ARE PART OF THE APARTMENT		
S.No.	CATEGORY	SPECIFICATIONS

ANNEXURE IV
LIST OF COMMON AREA AMENITIES/FACILITIES