

**Brajbhumi Nirmaan Private Limited**  
PTI Building, 7<sup>th</sup> Floor, Block DP-9, Sector V, Salt Lake, Kolkata-700091

**ALLOTMENT LETTER**

*(Mayavan Project- Plotted)\**

Date: \_\_\_\_\_

To,  
**Mr/Mrs/Ms.**

India

**Sub:** Allotment of Plot No. \_\_\_\_\_ (\_\_\_\_\_) in "\_\_\_\_\_" at **Mayavan Project- Plotted**, Mauza Sakraya Bangar, Vrindavan, Uttar Pradesh

Dear Mr/Mrs/Ms. \_\_\_\_\_,

1. With reference to your application dated \_\_\_\_\_ for allotment Brajbhumi Nirmaan Private Limited ("BNPL") is pleased to allot ("Allotment") a Plot bearing Unit No. \_\_\_\_\_ ("Unit") having a carpet area of 250/180/120 Square yards in our project, Mayavan Project, Plotted, at Mauza Sakraya Bangar, Vrindavan, U.P. along with the proportionate undivided share, interest and right in the immovable property.
2. BNPL acknowledges that it has received a sum of Rs. \_\_\_\_\_/- (Rupees Rupees: \_\_\_\_\_ only) from you towards booking. ("Booking Deposit").
3. This Allotment is subject to the fulfillment of the terms and conditions set out here in which shall prevail over all other terms and conditions set out in any publicity material, price lists and other documents including correspondence, if any, between us .
4. The sanctioned plans, lay out plans, specifications approved by the Competent Authority is at display at the site.
5. This Allotment is made subject to the provisions of the *Real Estate (Regulation and Development) Act 2016 & The Uttar Pradesh Real Estate (Regulation and Development) Rules 2016.*

6. The total sale consideration (“**Consideration**”) for the purchase of the Unit is fixed as under.

a) Basic Sale Price:	Rs. _____
b) PLC*	Rs. _____
c) EDC & Infrastructure Development Charges *	Rs. _____
d) Total cost	Rs. _____

(Rupees: \_\_\_\_\_ Lakh \_\_\_\_\_ thousand and \_\_\_\_\_ Only)

\* applicable GST extra

Note

- Maintenance charges shall be collected separately. After adjusting the cost incurred towards maintenance and before the formation of Association, amount will be transferred to Association or Maintenance Entity.
- Stamp Duty, Deficit Stamp Duty if any, Registration Fees, and other incidental expenses in connection with the registration of Sale Deed are extra and payable by the Allottee at the time of registration.
- The Allottee shall on actual basis and upon raising a separate invoice agree to pay all legal charges.
- GST and other applicable other taxes shall be separately payable at applicable rates

7. Details of Payment Schedule are provided in the following pages.

**Unit Details**

Project	Mayavan
Unit No	
Unit Type	
Area of Unit (Square yards)	_____sq yards.

**Payment Schedule based on “Instalment Payment” scheme and completion of the project:**

- The project will be complete on or before \_\_\_\_\_ as disclosed in the application made with Regulatory authority:
- The Consideration shall be paid in such time intervals as provided in the table below:

Sl. No.	Description of Interval	Amount in Rupees (As a % of the sale consideration)
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I	Amount paid along with Application	1,00,000/-
II	Amount Paid on First Instalment	15%
III	Amount paid on Second Instalment	15%
IV	Amount paid on Third Instalment	15%
V	Amount paid on Fourth Instalment	15%
VI	Amount paid on Fifth Instalment	15% less 50,000/-plus 50% of EDC
VII	Amount paid on Sixth Instalment	15% less 50,000/-plus 50% of EDC
VIII	Amount payable prior to Registration	10% plus IDC plus others
	<b>Total</b>	

**Payment details:**

Receipt No	Payment Mode	Bank Name	Cheque/NEFT/RTGS No	Cheque/NEFT/RTGS Date	Amount

2. The Allotment of the Unit is only provisional and shall be subject to fulfillment of the following terms and conditions which is agreed by the Allottee:
- i. All Allotments are subject to amendment of the sanction plan by the Mathura Vrindavan Development Authority ("MVDA"), if any.
  - ii. The dimensions, area and boundaries of the Unit are based on the sanctioned plan approved by MVDA. There may be certain alterations to the same based on further amendments to the sanction plan. You shall be required to give effect to such alterations and amendments, without any demur or protest whatsoever.
  - iii. The Allotment of the Unit on the basis of the application filed by the Allottee is entirely at the discretion of BNPL and BNPL has a right to reject any application without assigning any reason.
  - iv. This Allotment is only provisional and the Allotment shall be made final only upon the execution of the agreement to sell by BNPL in your favour, and on payment of at least 10% (Ten percent) of the Consideration at the time of Agreement.
  - v. If opted for, premium location charges shall be charged separately on corner and park facing Units in the Project along with applicable Tax at applicable rate.
  - vi. All payments should be made on time and in such time intervals as provided in this Allotment letter.
  - vii. All payments to BNPL are to be either made by way of demand draft or account payee cheques favouring 'M/s. Brajbhumi Nirmaan Private Limited' payable at

Kolkata, A/c.No. 915030015093387 drawn on Axis Bank Limited, # CBB, Kolkata, or by way of electronic fund transfer, RTGS/NEFT/IFSC: IFSC Code: UTIB0001164, such electronic fund transfer being done after prior intimation to BNPL in writing.

- viii. Payments by cheque in favour of BNPL will be subject to realization. If any cheque received by BNPL towards the Consideration is dishonoured, the Allottee shall be bound to make such payment by way of a demand draft within a period 15 (fifteen) days from the date of the dishonour of the cheque.
- ix. Interest will be applicable as per the Uttar Pradesh RERA Rules for the delayed payments beyond 30 days from the date of the demand letter.
- x. This Allotment letter does not create any right, title or interest over the Unit, until and unless a registered sale deed has been executed by BNPL in your favour.
- xi. You shall bear the stamp duty and registration fees for the execution of the agreement to sell and the sale deed, and BNPL shall not be liable to bear any such costs, whether direct or ancillary, to the execution and registration of the above documents.
- xii. If the Unit is being booked on behalf of a person other than you, you shall be required to provide a duly executed power of attorney or other authorization in your favour to BNPL at the time of the execution of the agreement to sell. If the Unit is being purchased by any person, other than a natural person, necessary legal documents relating to its existence etc, as may be requested by BNPL shall be provided at the time of the execution of the agreement to sell.
- xiii. Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- xiv. Without the prior written consent of BNPL, the Allottee shall not be entitled to assign/transfer any right, title and interest under this Allotment to a third party. It is clarified that BNPL is not obliged to give its consent for any assignment by Allottee, and should BNPL accord its consent to the assignment of this Allotment by the Allottee, the same may be accorded with such conditions as BNPL may deem fit. Provided however that the Allottee may, with prior written intimation to BNPL in this regard, assign your entire right, title and interest under this Allotment to a blood relative. No partial assignment by the Allottee of any right, title or interest under this Allotment would be permitted (including to a blood relative). Permission for Transfer to 3rd Party by BNPL, if granted, shall be subject to payment of a transfer fee of Rs.20,000/- per transfer. It is further clarified that BNPL is not obliged to give its consent for any transfer request. After the assignment of this Allotment, such third-party shall continue to make payments with respect to the Consideration and abide by the terms and conditions in the manner set out in this Allotment letter.
- xv. The Buyer(s) may, at its own cost, expense and risk, arrange loan/ funds from approved Bank/financial institutions to finance the purchase of the said unit. However, availability of Loan/approval of the Project by the Financial Institution is not the prerequisite/condition precedent of the allotment of the said plot and the Buyer(s) hereby agrees to pay the sale consideration of the

aforesaid plot according to the Payment Plan as mentioned in Table B, irrespective of availability of finance from approved Financial Institution. Further if approved particular Institution/ Bank refuses to extend financial assistance on any ground, the Buyer(s) shall not make such refusal as an excuse for non payment of further instalments/dues. The Developer would not be a party, in any case whatsoever, for any defaults of repayment of above said loan/funds taken by the Buyer(s) from bankers/Financers.

- xvi. All letters, receipts, and/or notices issued by the Developer or its nominee and dispatched Under Certificate of Posting/ Regd. / Speed Post/ Courier Service to the last address known to it of the Buyer(s) shall be sufficient proof of receipt of the same by the Buyer(s) and shall fully and effectually discharge the Developer/nominee.
- xvii. Any dispute arising out of this Allotment, including interpretation of this Allotment letter shall be resolved as per the provisions of *the Real Estate (Regulation and Development) Act 2016* and *the Uttar Pradesh Real Estate (Regulation and Development) Rules 2016* made under.

Should the Allottee accept the terms and conditions set forth in this Allotment letter, kindly sign and return a copy of this to us in token of your acceptance

Yours faithfully,

**(For Brajbhumi Nirmaan Private Limited)**

**Authorized Signatory**