

Dated: _____

Mr./Mrs./Ms. _____

S/D/W/o _____

R/o. _____

Sub: Letter of Allotment in respect of Unit/ Space No. _____admeasuring _____Sq.ft. (super area) on _____ Floor, in the Building known as “The Iconic Corenthum “ situated at Plot No,A-41, Sector 62, NOIDA Distt. Gautam Budh Nagar,UP.

Dear Sir(s)/Madam,

In response to your application dated _____, we, M/S BEAVER INTERNATIONAL (INDIA) PRIVATE LIMITED., a Company duly incorporated under the Indian Companies Act, 1956, having its Registered Office at A2/40, 1st Floor, Safdarjung Enclave, New Delhi – 110 029 and having its Sales Office at The Corenthum, Tower B, Plot No.A-41, Sector 62, NOIDA UP (hereinafter referred to as the “SELLER”) hereby provisionally allot to you the Applicant (hereinafter referred to as the “Allottee”) Unit No____ on _____ Floor, having super area of approx. _____sq.ft. in the Building named as “The Iconic Corenthum” proposed to be developed and constructed on the lease hold plot situated at Plot No.A-41, in Sector 62, NOIDA Distt. Gautam Budh Nagar, UP (hereinafter referred to as the “Said Unit”). The said provisional allotment is subject to the following information provided to the Allottee and upon the terms and conditions appearing hereunder:

- A. WHEREAS **M/S SHYAM BURLAP COMPANY LIMITED** a limited company duly incorporated under the Indian Companies Act 1956 having its registered office at 41, Chowringhee Road, Kolkata, West Bengal - 700 016 (hereinafter referred to as “SHYAM BURLAP”) is the absolute owner and in possession of a lease hold Institutional/ Commercial plot of land admeasuring 20,000 sq. meters situated and bearing Plot No. A- 41, in Sector 62, situated in the Institutional Area of New Okhla Industrial Development Area, (NOIDA) Distt. Gautam Budh Nagar, UP (hereinafter referred to as said PLOT OF LAND) having acquired the same from NOIDA AUTHORITIES vide Perpetual Lease Deed dated 31.03.1999 duly registered in favour of the Owner as Document No. 1039.40, Volume No. 260 Book No.1 pages 417 to 486 in the Office of the Sub Registrar, Noida.
- B. WHEREAS the Seller by virtue of and under terms and conditions contained in Property Development Agreement dated 13.05.2005 (hereinafter referred to as PDA) duly executed between the Seller and the Shyam Burlap, the Seller is entitled to own and possess the entire built up area (excepting an area admeasuring 46383 sq. ft. super area as shown and identified in plan annexed hereto) of the Project Building being built on a plot of land admeasuring 20,000 sq. mtrs. more or less at site

Signature of Seller

Signature of Allottee(s)

situated and bearing Plot No. A-41, Sector 62, NOIDA (hereinafter referred to as 'the said PROJECT').

- C. AND WHEREAS the Seller was fully entitled to construct the aforesaid multi-storeyed commercial office / institutional complex to be named as 'THE CORENTHUM' (hereinafter referred to as 'the said building') to be used for the purposes of office(s) for Institutions / Business Enterprises / Corporate(s) / Research & Development Centre(s) and such like activities / user, which do not involve / create any noise pollution or air pollution and/or such other office / commercial use as may be permissible from time to time in future, with basements for parking and services in accordance with the building plans already approved by NOIDA AUTHORITIES and so amended from time to time in the sole discretion of the Seller.
- D. AND WHEREAS the said Seller M/s. Beaver International (India) Pvt. Ltd. under the said Property Development Agreement (PDA) have since completed the construction of the said Building / Project and the entire Project complete in all respects and the Building has become functional.
- E. AND WHEREAS the said Seller hereby confirms and assure that they have since handed over 46383Sq.ft. Super Area which was the allocation/entitlement of SHYAM BURLAP who have since taken over the physical possession of their allocated area in the project. And now the said SHYAM BURLAP have no charge, claim, lien, interest in the remaining areas in the project and in all such additional area which may be constructed by the Seller if the additional FAR is sanctioned by the Authority.
- F. AND WHEREAS under and by virtue of the said PDA the Seller was also entitled to construct and own all or any additional FAR as and when the same may be permissible and/or granted by NOIDA authorities and the SHYAM BURLAP was not entitled to own and/or share any part of such additional area and that the entire additional area built on the sanctioned additional FAR is to be owned and possessed by the Seller.
- G. AND WHEREAS the Seller applied to the Noida Authority for grant of additional FAR. The Authorities on payment of charges, have since sanctioned additional FAR vide letter Noida/2015/V-218/422. dated 09-02-2015, which the Seller has decided to use the sanctioned additional FAR on the Ground Floor of Tower A of the Corenthum, additional area on the Seventh Floor of Tower B of the Corenthum and remaining entire sanctioned area by constructing an additional Tower adjacent to Tower-B which additional Tower will be named and identified as "ICONIC TOWER".
- H. AND WHEREAS since the said Seller for consideration and on terms and conditions contained in the said PDA has constructed and developed the said Project at their own cost and expense, and as such in consideration of having agreed to meet the cost of the entire Project and the consideration paid to the Land Owners / SHYAM BURLAP herein, the Seller has become entitled to own and possess the entire constructed built / to be built on the said Project, falling to their share under the said PDA excepting the area falling to the share of SHYAM BURLAP which allocated share

Signature of Seller

Signature of Allottee(s)

has since been handed over to SHYAM BURLAP and as such now the Seller is fully entitled to deal in the said share of their own, in any manner as its owner without any interruption from SHYAM BURLAP. FURTHERMORE SHYAM BURLAP will be joining hands with the Seller to execute and sign all the title / sale documents in favour of the Intending Allottee herein to perfect their title to the space intended to be purchased by the intending allottee, being the nominees of the Seller.

- I. That under and by virtue of the said PDA the Seller is fully competent to enter into agreements in respect of the entire built up area sanctioned as additional FAR which is being constructed partly on ground floor on Tower-A, partly on the 7th floor of Tower B of the Corenthum, and remaining by constructing an additional "ICONIC TOWER". The location and site where the additional Tower is being constructed is shown in the plan in Annexure "E". The Seller is fully competent to sell the entire said area as the Sole Owner of the same and none other than them have any lien, charge, claim, or interest in the project, and the Seller is fully entitled to enter into agreements with any person on any terms in their absolute discretion and to sell the same or any part thereof and realize sale price, to give receipts, to hand over possession of the sold space and to get sale deed registered on completion. The owner of the Land, SHYAM BURLAP has agreed to join hand with the Seller to execute all or any required sale document(s) in favour of the allottee.
- J. AND WHEREAS the Allottee verified from the Seller, and the Seller has allowed the Allottee inspection of the said plot of land, the building plans, ownership record of the said plot of land and other documents relating to the title, competency and all other relevant details and after inspection and verification the Allottee assures that he/she/it is fully satisfied in all respects with regard to the right, title and authority of the Seller to enter into this Agreement.
- K. AND WHEREAS the Seller has represented and the Allottee has specifically noted that all statutory approvals have been received including building plans.
- L. AND WHEREAS the Seller has specifically made clear that any changes / directions / conditions imposed by NOIDA AUTHORITIES / other statutory authorities in the building plans shall be binding on both the Allottee and the Seller and the Allottee hereby confirms that any amendments in order to comply with such changes / directions / conditions from time to time shall be binding on Allottee.
- M. AND WHEREAS the Seller has further clarified to the Allottee that this Agreement is confined to and limited in its scope to the sale of commercial office / space in the specific multi-storeyed commercial building constructed on additional sanctioned FAR, in the portions mentioned above, and constructed on the said plot of land admeasuring 20,000 sq. mtr. in accordance with the building plan(s) approved / to be approved by the NOIDA AUTHORITIES.
- N. AND WHEREAS the Seller has made it clear to the Allottee that the area herein sold / allotted / booked shall under no circumstances be sub-divided or partitioned without the express written approval of the Seller / maintenance agency of the building and at all times in future the area hereby sold shall remain as one unit. The Seller has

Signature of Seller

Signature of Allottee(s)

made it clear to the allottee that in case the allottee commits breach of this term then in that event the Seller shall be under no obligation to continue to provide the facilities promised in the brochure relating to the maintenance / security of the building, and in particular relating to the air-conditioning and electrical facility. The allottee shall not encroach upon any common area nor shall block any passage, in particular the fire escape and fire shaft and shall not hamper / tamper with the fire safety norms / passages provided in the building. The Allottee under no circumstances shall be allowed to change / damage / alter the external elevation of the building. AND WHEREAS the Seller is competent to enter into this Agreement

- O. AND WHEREAS the Allottee has approached the Seller for purchase / provisional allotment of an area/space admeasuring about ____ **sq.ft.** (super area) comprising of **Office Unit(s) bearing No.**____ situated on ____**floor**, of “ICONIC TOWER” of building known as THE CORENTHUM situated at A-41, Sector 62, NOIDA (hereinafter referred to as the Demised Premises) under payment plan as per **Annexure**.
- P. AND WHEREAS the Allottee acknowledges that the Seller has readily provided all information & clarifications, as required by him / her / it and that he / she / it has not unduly relied upon and is not influenced by any architect’s plans, sales plans, sale brochures, advertisements, representations, warranties, statements or estimates of any nature whatsoever whether written or oral made by the Seller, its selling agents / brokers or otherwise including but not limited to any representations relating to description or physical condition of the property, the Building or the said Premises or the size or dimensions of the said Premises or any other physical characteristics thereof, the services to be provided to the Allottee, the estimated facilities / amenities to be made available to the Allottee(s) or any other data except as specifically represented in this agreement and that the allottee has relied solely on his/her / its own judgement and investigation(s) in deciding to enter into this agreement to Purchase the said Premises. No oral or written representations or statements shall be considered to be part of this Agreement and that this Agreement is self-contained and complete in itself in all respects.
- Q. AND WHEREAS the Allottee has confirmed to the Seller that he / she / it is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, statutory provisions etc. as applicable to the said Project Building in general and particularly in context with the said Project Building / said Premises and the terms and conditions contained in this Agreement and that he/she/it has clearly understood his /her/its rights, duties, responsibilities, obligations under each and all the clauses of this Agreement
- R. AND WHEREAS the Seller relying on the confirmations, representations and assurances of the Allottee to faithfully abide by all the terms, conditions and stipulations contained in this Allotment Letter has accepted in good faith his / her / its request to allot the said Demised Premises and is now willing to execute this Allotment on the terms and conditions appearing hereinafter.

Signature of Seller

Signature of Allottee(s)

A. THE ALLOTMENT

The Allottee, subject to fulfilling his/her/its obligations as stipulated in this agreement, is hereby allotted the space (Demised Premises) bearing private **Office No. _____** having a total area of **_____sq. ft.** (super area) situated on **_____Floor** of "ICONIC Tower" of the building known as THE CORENTHUM situated at A-41, Sector 62, NOIDA (UP), herein before and herein after referred to as the Demised Premises for a total BSP consideration of **Rs. _____ - (Rupees _____ Only)**, calculated @ **Rs. _____/- per Sq.ft.** (super area) under Payment plan as per the **Annexure**. The sale consideration is exclusive of service tax and other taxes that may be applicable, which is payable by the Allottee extra and at actual. The area of each of the Office Units allotted as well as their location etc. has been fully identified and described in Schedule and Plan annexed to this Agreement which Schedule and Plan forms an integral part of this Agreement.

PROVIDED it is made clear to the Allottee that the demised premises forms part of an undivided share of the said Lobe. The said entrance shall be used in common by all the occupants, and none of the occupants of the said lobe shall have independent right to own or possess the said entrance, but shall have right to use the same along with other co owners/ occupants. Further no co-owner or occupant of the said lobe shall be permitted to shift the entrance gate from its existing position or alter its position or make any other entrance or opening to reach and enter the said lobe / or to the demised premises without the express written consent of the Seller.

CONSIDERATION

- A. 2 That the Allottee hereby agrees to pay the agreed sale consideration to the Seller by opting any one of the three Payment Plans viz. Down Payment Plan (A), Flexi Payment Plan (B) and Time Linked Payment Plan (C) offered by the Seller the details of which are given in the Annexure A, Annexure B, Annexure C and Annexure D, annexed to this Allotment Letter which Annexure A, Annexure B, Annexure C and Annexure D shall form integral part of this Allotment Letter. The Allottee shall be free to opt for any one of the four Payment Plans and will be entitled to receive assured return on their investment as mentioned in the opted payment plan. That up to and upon signing of this Agreement the Allottee has paid to the Seller a sum of **Rs. _____ - (Rs. _____ Only)** including service tax as per details given below as earnest money / part payment / advance payment the receipt of which is admitted and acknowledged by the Seller.

Details of the payment received by the Seller from the Allottee:

<u>Cheque No.</u>	<u>Date</u>	<u>Drawn on</u>	<u>Amount</u>
1)			
2)			

That balance remaining sale consideration shall be paid by the Allottee to the Seller as per Payment Plan opted by the Allottee from the Payment Plans detailed in the

Signature of Seller

Signature of Allottee(s)

Annexure attached to this Allotment Letter. The Allottee shall receive assured return on their investment as indicated in the respective Payment Plan opted by the Allottee. That upon receipt of the entire agreed consideration from the Allottee, the Seller shall hand over vacant possession of the Demised Premises to the Allottee.

In addition to the Basic Price / Premium, the Allottee agrees to pay to the Seller other charges that may include charges related to preferential location, right to use of parking space and maintenance related security/fund, annual lease rent / one time lease rent, etc.. Further, the Allottee also agrees to pay any amount demanded by the Seller to provide any additional facility(ies) including but not limited to power back up installation, utility connection, installation of fire fighting equipments, pollution control equipments/devices, sinking fund, setting up electrical sub-station, electrification, or change in specification or change in layout or to comply with any order of the government or statutory / competent authority. All such charges shall be levied and payable by the Allottee on a proportionate area basis.

All taxes, levies, statutory charges, fees, service tax etc. (by whatever names they be called) applicable on the unit or may apply in future or on the Plot including escalation in the cost of the Plot shall be borne & paid by Allottee

Timely payment by Allottee of instalments towards basic price / premium in accordance with the Annexure as well as payment of any other charges levied under this Allotment is the essence of this transaction. In case Allottee fails to pay any of the instalments/charges/fees, etc. in time, Seller may at its discretion cancel allotment and forfeit the earnest money, demand to refund return, if any, paid till the date of cancellation or deduct the same along with brokerage paid/payable in respect of such booking/allotment from the money refundable to the Allottee. In case the Allottee defaults on any payment the Seller may stop paying the assured return of the amounts already received for the period the Allottee does not pay the due amount with Interest. The Seller may opt to continue the allotment and allow the Allottee(s) to make payment, of defaulted amount along with interest at the rate of 18% per annum or such rate as determined by the Seller from time to time for delayed period. Allottee(s) shall make payments towards basic price/premium and/or charges/fees/levies for the Unit by way of cheques/drafts /pay orders issued in favour of **"BEAVER INTERNATIONAL (INDIA) PVT. LTD., PROJECT A/C" (payable at NOIDA / New Delhi)** or in such name as informed by the Seller from time to time. For all cheques / drafts / pay orders the date of realization shall be taken as the date of payment. In case any instrument issued by the Allottee(s) is dishonoured or any reason whatsoever, the Allottee(s) agrees that dishonour of cheque tantamounts to breach of the terms of this Allotment and the Seller shall be entitled to cancel the booking/allotment of the Unit at any stage or may accept another cheque towards such defaulted amount subject to such terms and conditions as it may specify including levy of appropriate charges.

Signature of Seller

Signature of Allottee(s)

B. CONDITIONS OF ALLOTMENT

1. In case of variation in area to the extent of 5% of the floor area space either in excess or in deficiency, the rates as agreed hereinabove shall operate. However, in case variation is more than 5% the cost adjustment for the variation in excess of 5% would be done at the then prevailing market rate. The decision of the **Seller** in respect of market rate would be final and binding on the **Allottee**. The **Seller** may be guided by the value of the **prevailing** transaction(s) at such point of time. However, this criteria is only illustrative and not exhaustive. The **Allottee** would also have the option to withdraw from this agreement. In such an eventuality the **Allottee** would be entitled only to refund of his advance money without payment of interest, or any other charges or damages, and which refund would be granted within 90 days of submitting such option by the Allottee.
2. In the event of change in the Demised Premises size or its location desired by the **Allottee**, the **Allottee** shall make a fresh application and the money advanced vide this agreement shall be adjusted towards the cost of the new Demised Premises. However, the new application shall be subject to the availability of the desired space and the decision of the **Seller** on the same shall be final. The **Allottee** has agreed to be bound by such decision of the **Seller**.
3. The payment of the balance sale consideration by the **Allottee** as per the time schedule herein agreed to above is of prime essence. In the event the **Allottee** fails to make the payment on the due date or commits breach of any of the term and conditions of this Agreement of Allotment, the allotment hereby made may be cancelled by the **Seller** after giving a notice in writing to rectify the breach within 15 days and on non-compliance, thereafter 15% of the total agreed cost of the said Demised Premises will be forfeited by the **Seller** and the balance will be refunded to the **Allottee** without any interest. Thereafter the **Seller** shall have the right to allot the said Demised Premises to any other person whomsoever without any reference to the **Allottee**. The stipulated time for the payment of sale consideration is an essential, mandatory and binding condition of this Agreement.
4. In exceptional circumstances, on advance application for condonment of delay by the Allottee, the **Seller** may at its sole discretion, in each and every case in specific, without any reference to the other, condone the delay in payment of the balance due by charging an interest at the rate of 2% per month on the default amount. In the event of the **Seller** waiving the right of forfeiture, and accepting interest on the default amount, no additional right/s, whatsoever, would accrue to any other default by the **Allottee**.
5. Developer shall endeavour to offer possession of the Unit within a period of **three years** from the date of this Allotment and shall be entitled to grace period of 6 months after expiry of **three years**. If construction of Tower /

Signature of Seller

Signature of Allottee(s)

complex/building is delayed due to any reason beyond the control of Developer or due to any act of God or force majeure or as a result of any Act, Order, Rule etc. of the government or any other public authority then the Developer shall be entitled to reasonable- extension of time without any penalty or damage. The liability of Developer to offer possession shall arise only if the Allottee is regular in payment of all amounts and charges and has complied with the terms and condition of this Allotment.

6. In the event of Allottee's failure to take over the possession by the due date, the Seller shall charge Rs.5/- per Sq. Ft. super area per month or part thereof for the period of such delay from the Allottee, in addition to the payment of monthly maintenance charge as stated in para (12) of this Allotment. The rates charged for the sold Demised Premises in this Allotment are based on the super area basis. The decision of the Seller in respect of super area / carpet area ratio shall be binding and acceptable by the Allottee.
7. (a) The super area and the carpet area would mean and include as defined below:

DEFINITION OF SUPER BUILT-UP AREA

Super Built-up Area

The **super built-up area** shall be sum of Carpet Area of the said premises / Commercial space / office and its prorata share of common areas in the entire said complex / project building, including the area under walls, columns, AHU room area adjoining the lobe, half area of walls common with other premises, inside partition wall, window grills, etc. which form integral part of the Demised Premises.

Common Area

Common area shall mean all such areas of the said complex / project building the Allottee shall use by sharing with other occupants of the said complex including entrance canopy and lobby, atrium / foyer, corridors, circulation areas and passages, pergola, plaza area, security, fire control room(s), fire refuge areas, lift shafts, all electrical, plumbing, fire escape and fire shafts on all Floor / other such areas, staircases, munties, lift machine rooms, AC chillers rooms, water tanks, gate posts, entire services areas in the basement including but not limited to electric substation, transformers, DG Set rooms, underground water and other storage tanks, pump rooms, maintenance rooms, fan AHU rooms and other service rooms etc.

- (b) Notwithstanding the fact that a portion of the common areas has been included for the purpose of calculating the area of the Demised Premises, it is repeatedly and specifically made clear that it is only the inside space in the Demised Premises that has been agreed to be allotted and the inclusion of the common areas in the computation does not pass any interest or give right therein as such to the **Allottee**, except as provided hereunder. It is however,

Signature of Seller

Signature of Allottee(s)

agreed that if the maintenance and replacement charges are paid regularly, as provided under this Allotment, Allottee will have the right of use of common facilities. In default of such payment, it shall not be open to the **Allottee** to claim any right of use of common facilities, for none has been intended / agreed to be transferred under any of these presents. Similarly, if the **Allottee** commits any breach of any of the covenants herein, no right of

use of common facilities shall be permitted to the Allottee, nominee of the Allottee inclusive of its staff and visitors, until the breach is rectified and the **Seller** or any other body or association as hereinafter mentioned are assured that there will be no future repetition of such a breach.

BUILDING PROGRAMME DESIGN PARAMETERS

The Building programme design parameters are as per standard operating practices with prevalent IS codes & is earthquake resistant.

8. The **Allottee** hereby agrees that in case after the completion of the Building, at any point of time in future, if any further construction on the plot or the building becomes permissible (extended FAR), the **Seller** alone shall have the right to such additional constructions and **Allottee** shall not have any right therein, in any manner whatsoever.
9. That any levy or charges levied by the Government or Semi Government Authority shall be borne by the Allottee in proportion to their areas and be paid, as and when, levied and demanded. The Seller may also levy proportionate additional charges in case the State/ NOIDA or any other statutory body levies and charges in respect of the said plot in question or in respect of the construction thereon and the Allottee hereby agrees to pay the same as and when demanded.
10. The drawings displayed in the office of the **Seller** are “provisional” and subject to change either by the Sanctioning Authority / Architects or **Seller** during the course of construction without any objection (s) from the **Allottee**.
11. The **Allottee** agrees to abide by the terms and conditions imposed by any government or local authority and would be liable to pay all existing or future statutory taxes / levies such as VAT / Service Tax / Sales Tax or any other tax or levies as may be imposed. Besides House Tax / Periodical Lease Money will be payable by each Allottee to the concerned authorities w.e.f. the date of Allottee's possession being the date of intimation by the Seller to the Allottee for taking over the possession. In case house / property tax / lease money is levied but not yet assessed, each **Allottee** will pay the proportionate share in proportion of **Allottee's** area to the total area on

Signature of Seller

Signature of Allottee(s)

which tax/ levies are charged, to the **Seller** or to their nominated Agency on the basis of annual letting value or otherwise as the case may be.

12. The upkeep, maintenance and management of the building and of common areas, maintenance, operation and upkeep of plant and machinery shall be organized by the **Seller** or its nominated Maintenance Agency. All such costs, expenses, accruals to or provisions shall be borne and paid by the **Allottee** to the extent of its share in the said building. The charges so fixed and payable

every month shall be apportioned by the **Seller** to which the **Allottee** hereby agrees to accept as final and binding. Such charges would be billed to the **Allottee** by the **Seller** / Maintenance Agency every three calendar months in advance. The charges so fixed shall be reviewed annually. It is clarified that Maintenance Charges will be exclusive of water, electricity and other consumables for which separate bills will be raised by the **Seller** / Concerned Agency / Dept. / Maintenance company and shall be paid by the **Allottee** / Lessee as stipulated herein. Besides the above the Allottee shall pay Rupees 2/- (Two) per Sq. Ft. per month towards sinking fund.

13. The Allottee / Lessee shall deposit an interest free Security Deposit of Rs. 100/- per sq. ft. super area with the **Seller** / **Maintenance Agency** at the time of taking over possession of the Commercial space / office.
14. All expenses of consumable nature shall be billed every month as per actual consumption to each **Allottee**, and the same shall become payable within 7 days of its intimation.
15. For all the subsequent transfer / sale, except the original allotment, the **Allottee** and the subsequent **Allottee/s** shall obtain the written permission of the **Seller** before executing transfer documents. The **Seller** shall not refuse this permission for any unreasonable cause. However, the **Allottee** will need to obtain no dues certificate from the **Seller** before applying for such permission. All the transfers shall be endorsed in this agreement under the **Seller** company's seal. The **Allottee** shall pay administrative charges to the **Seller** at the rate of Rs. 200 /- per sq. ft. of super area for the first transfer. For second and subsequent transfers, the charges would be Rs. 300/- per sq. ft. of super area. Any change in the name (including addition / deletion) of the recorded **Allottee** will be deemed as transfer for this purpose. Provided always that the Demised Premises herein sold to the Allottee shall not be sub-divided while selling / transferring / leasing the same by the Allottee to its nominee(s) without except the prior written permission of the Seller. All agreements, deeds, arrangements and assignments or documents of any nature, executed by the **Allottee** which intends to transfer the said Commercial space / office shall be void unless approved by the **Seller**. The **Seller** shall also disallow the entry of such unapproved transferees, their staff and visitors in the said Demised Premises.

Signature of Seller

Signature of Allottee(s)

16. If upon such subsequent transfers, any charges, levies or duties are required to be paid to any authority or authorities the same shall be paid by the Transferor (**Allottee**).
17. That the Building structure including all plant, machinery and equipment shall be insured against fire, earthquake and civil commotion by the **Seller** and the insurance charges for the same shall be recovered from all the Commercial space / office owners on proportionate basis of prorata super area.
18. The Allottee, if resident of outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Letter of Allotment. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority the allotment shall stand cancelled and the Seller shall refund the booking amount and all the amount paid by the Allottee after adjusting administrative charges etc. without any interest. The Seller will not be liable in any manner on such account. Any refund, transfer of security, if provided in terms of the Letter of Allotment shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 and Rules made thereunder as amended from time to time. The Seller accepts no responsibility in this regard.

C. TIME FRAME

Subject to the clearances as may be required in terms of statutory laws / rules / procedures, all the conveyances would be executed and registered in due course after all dues of the **Seller** and the other statutory dues have been paid in full by the **Allottee**. In instalment cases, the sale deed will be executed only after receipt of the full sale consideration and other dues from the **Allottee**.

D. OTHER PERMISSIONS

That the **Seller** has agreed to arrange all other permissions, which may become applicable and be required in relation to the sale of said Demised Premises, prior to the execution, registration and possession in favour of

Signature of Seller

Signature of Allottee(s)

Allottee, but shall not be responsible for any permissions, sanctions or NOCs, which are required to be obtained by the **Allottee**. **Allottee** undertakes to co-operate with the Seller in obtaining permission by the **Seller** and sign any paper as may desired by the **Seller** in this regard.

E. CONVEYANCE

Subject to the approval / no objection of the appropriate authority **Seller/SHYAM BURLAP** shall complete the sale of such Demised Premises by executing and registering the Conveyance Deed and also execute such acts, deeds and assurances as may be necessary to confirm upon the **Allottee**, marketable title to the said Demised Premises free from all encumbrances. The Conveyance Deeds shall be in the form and content as prepared by the **Seller's** legal advisor **and duly approved by NOIDA Authorities**.

F. EXPENSES

That it has been agreed that all the expenses / charges (statutory or otherwise) relating to permission(s), execution, registration of sale deed, including the expenses on stamp duty, registration fee etc. shall be borne by the **Allottee** exclusively.

G. FORCE MAJEURE

If the performance of the Agreement by either Party is prevented, in whole or in part, by causes beyond the control of such affected party which it could not avert in spite of best endeavour and due diligence, the causes being (i) acts of God, (ii) strike or lockout, (iii) riots, insurrection, war (undeclared or declared), embargoes or blockages, (iv) floods, explosions, fire or earthquakes, (v) industrial disturbance or (vii) inevitable circumstances, accidents, the consequences in the next para will follow. In such an eventuality, the affected party shall be excused from performing during the subsistence of the force majeure provided that the occurrence of such an event and the resultant prevention is communicated to the other party as soon as practicable as and not later than 30 days thereafter.

The affected Party will be obliged to:

- (a) Carry on its best endeavour to overcome the force majeure and perform its obligations and
- (b) Inform the other party as soon as practicable about the cessation of the force majeure and commencement of performance by the affected party.

H. CHARGES, LIENS ETC.

The **Seller** has represented and assured that the said complex and the said Demised Premises is free of all charges, liens and encumbrances and litigation of any type in any court law.

I. OTHER FACILITIES, RIGHTS AND INTEREST

Signature of Seller

Signature of Allottee(s)

That the purchaser of the said Demised Premises in the Tower named “ICONIC TOWER” of Corenthum would have certain built in facilities, rights and interest as listed below:

- (a) Rights to use of all common areas such as Atrium, links, passages, staircases, gardens and lawns, etc.
- (b) Rights to use common water storage tanks, connected electrical load etc.
- (c) Rights to enjoyment of common equipment such as generators, transformer, air-conditioning equipment, BMS equipment, CCTV system, fire safety equipment and any other such equipment installed in the complex for the common use of all occupiers of the complex, However, all such equipments / facilities shall exclusively be managed / operated by the Seller and / or its nominee.

J. MISCELLANEOUS

The **Allottee** will use the said Demised Premises only for uses presently permitted which is for the purposes of office(s) for Institutions / Business Enterprises / Corporate(s) / Research & Developments Centre(s) and such like activities / uses, which do not involve / create any noise pollution or air pollution. That as such the larger Land is not divisible. Accordingly, all the common areas and other facilities on the Larger Land shall not be interfered or encroached upon by the **Allottee** and **Allottee** at no point of time i.e. in present or in future shall seek the partition of the property / land underneath and endorsement of the same in the Revenue Records. That this Allotment records the complete Allotment between the parties and supersedes all previous, if any, correspondences, understandings, agreements, letters, papers or documents exchanged and / or executed by the parties. That the failure of either party to insist upon strict performances / performance of any provision of this Allotment or to exercise any option, right or remedies, contained in this Allotment shall not constitute a waiver or a relinquishment for the future application of such provision, option, right or remedy. No waiver by either party of any provision of this Allotment shall be deemed to have been made unless expressed in writing and signed by such party and delivered to the other party.

If any provision of this Allotment or the application thereof to any person or circumstance becomes invalid or unenforceable to any extent, the remainder of this Allotment and application of such provision to the persons or circumstances other than those to which it is held invalid or unenforceable, shall not be effected thereby and each provision of this Allotment shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Allotment shall be substituted with a provision, which is valid and enforceable and most nearly reflects the original intent of the invalid or unenforceable provision. Each right, power and remedy provided for herein now or hereafter existing by law, in equity by law

Signature of Seller

Signature of Allottee(s)

or otherwise, shall be cumulative, and the exercise or the forbearance of exercise by either party of one or more of such rights, powers or remedies shall not preclude the simultaneous or later enforceability by such party of all such other rights, powers or remedies.

K. NOTICES

- (a) The Allottee shall get his complete address registered with the Seller at the time of booking and it shall be his responsibility to inform the Seller by Registered AD letter about all subsequent changes, if any, in his address. The address given in the application for allotment of Unit shall be deemed to be the Registered Address of the Allottee until the same is changed in the manner aforesaid.
- (b) In case of joint Allottees, all communication shall be sent by the Seller to the Allottee whose name appears first and at the address given by him shall for all purpose be considered as served on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s).
- (c) All letters, receipts, and/or notices issued by the Seller or its nominee and dispatched Under Certificate of Posting/Regd. AD/Speed Post/Courier Service to the last know address of the Allottee shall be sufficient proof of receipt of the same by the Allottee and shall fully and effectually discharge the Seller/nominee.

L. INDEMNIFICATION

That the **Allottee** hereby indemnifies and agrees to keep the **Seller** indemnified and harmless against any loss, damage or claim of any nature, whatsoever, which the **Seller** may suffer as a result of any non-payment, arrears of statutory dues, taxes, levies and / or any other such charges payable by **Allottee** in respect of the said Demised Premises in said complex from the date of intimation to take over physical possession, AND **Seller** also agrees to keep **Allottee** indemnified and harmless against any loss, damages, demand or claim of any nature, whatsoever, which the **Allottee** may suffer on account of any default or non-observance of any covenant or on account of the title of the Seller as detailed herein above.

M. MODE OF CONVEYANCE

That it has further been decided that it shall be the option of the **Allottee** to seek the above said transfer of the Said Commercial space / office by the route herein agreed above, i.e. execution and registration of sale deed or through any other route desired by it. However, in any route or mode of

Signature of Seller

Signature of Allottee(s)

conveyance adopted, the payment of the balance consideration in terms of the schedules herein agreed above is of prime essence.

N. ARBITRATION

That any dispute in the interpretation of any clause of this Allotment shall be referred to the sole arbitration of an Arbitrator to be nominated by the **Seller**, whose decision shall be final and binding on both the parties. All the arbitration proceedings shall be carried out in terms of the Arbitration and Conciliation Act, 1996 at Noida (U.P.)

- O.** Two copies of this Allotment Letter have been prepared, one to be retained by the **Seller** and other to be retained by the **Allottee**.

The Court at Noida U.P. alone shall have jurisdiction in all matters arising out of /touching and /or in connection with this Allotment.

You are requested to sign in both copies of this Letter of Allotment (on each page) in token of your acceptance of the terms & conditions stated hereinabove.

For **BEAVER INTERNATIONAL (INDIA) PVT. LTD.**

AUTHORIZED SIGNATORY

I/We hereby accept the allotment on the terms and conditions as mentioned hereinabove.

ALLOTTEE

Signature of Seller

Signature of Allottee(s)

Annexure A

Down Payment Plan(95+5) Assured Return - 12% PA **till the offer of possession			
1	On booking	Rs 2,00,000	
2	Within 45 Days of Booking	95% less booking amount	of BSP+ Car Parking charges + PLC*
3	On Possession	5%	of BSP + IFMS + Lease Rent/EEC/FFC

* There will be no assured return on Car Parking, Plc & other additional charges

** Assured Return will begin on the credit of 95% amount in the account of "Beaver International (I) Pvt Ltd"

Signature of Seller

Signature of Allottee(s)

Annexure B

Flexi Payment Plan(50+25+20+5) Assured Return - 11% PA** till the offer of possession			
1	On booking	Rs 2,00,000	
2	Within 45 Days of Booking	50% less booking Amount	of BSP+ Car Parking charges + PLC*
3	On Completion of 1 year from booking***	25%	of BSP
3	On Completion of 2 year from booking***	20%	of BSP
4	On Possession	5%	of BSP + IFMS + Lease Rent/EEC/FFC

* There will be no assured return on Car Parking, Plc & other additional charges

** Assured Return will begin on the credit of 50% amount in the account of "Beaver International (I) Pvt Ltd"

*** Assured Return will be paid on the complete Instalment in receipt of the developer

Signature of Seller

Signature of Allottee(s)

Annexure C

Time Linked Payment Plan Assured Return- 9% PA** till the offer of possession			
1	On Booking	Rs 2,00,000	
2	Within 45 Days of Booking	20% less booking amount	of BSP+ Car Parking charges + PLC*
3	Within 6 months of booking***	15%	of BSP
4	Within 12 Months of booking***	15%	of BSP
5	within 18 Months of booking***	15%	of BSP
6	Within 24 Months of booking***	15%	of BSP
7	Within 30 Months of booking***	15%	of BSP
8	On Possession	5%	of BSP + IFMS + Lease Rent/EEC/FFC

* There will be no assured return on Car Parking, Plc & other additional charges

** Assured Return will begin on the credit of 20% amount in the account of "Beaver International (I) Pvt Ltd"

*** Assured Return will be paid on the complete Instalment in receipt of the developer

Signature of Seller

Signature of Allottee(s)

Annexure D

Construction Linked Payment Plan			
1	On Booking	10%	of BSP
2	Within 60 Days of Booking	10%	of BSP+ Car Parking charges + PLC*
3	On Completion of Basement roof slab***	7.5%	of BSP
4	On 3 rd floor slab casting***	7.5%	of BSP
5	On 6 th floor slab casting***	7.5%	of BSP
6	On 9 th floor slab casting***	7.5%	of BSP
7	On 12 th floor slab casting***	7.5%	of BSP
8	On 15 th floor slab casting***	7.5%	of BSP
9	On 18 th floor slab casting***	7.5%	of BSP
10	On 21 st floor slab casting***	7.5%	of BSP
11	On 24 th floor slab casting***	7.5%	of BSP
12	At the time of Elevation & AC Work***	7.5%	of BSP
13	On offer of Possession	5%	of BSP + IFMS + Lease Rent/EEC/FFC

Signature of Seller

Signature of Allottee(s)

Signature of Seller

Signature of Allottee(s)