

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please affix  
Passport Size  
Photograph  
of First  
applicant

Please affix  
Passport Size  
Photograph  
of Second  
applicant

**Sub: Allotment of Serviced Apartment in "Celeste Stella" at Plot No. D- 003A , Sector - 44, Noida, UP**

Dear Sir / Madam,

This is in reference to your application No. \_\_\_\_\_ dated \_\_\_\_\_ for allotment of a Serviced Apartment in 'Celeste Stella'.

We are pleased to inform you that you have been allotted Serviced Apartment No. \_\_\_\_\_ of \_\_\_\_\_ type on \_\_\_\_\_ floor having Super Area of \_\_\_\_\_ sq. ft. at the rate of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_

\_\_\_\_\_ only) per sq. ft. in 'Celeste Stella' in the residential group housing project titled Celeste Towers situated at Plot No. D-003A , Sector - 44, Noida (U.P), as per the terms and conditions mentioned herein. You are hereby requested to deposit a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount due as per the Schedule of Payment attached hereto and opted by you., by way of cheques / Demand draft in favour of "**Assotech Limited**", payable at Delhi/ Noida / Ghaziabad .

This Allotment Letter is subject to the terms and conditions annexed herewith .

Thanking you,

Yours truly,  
**For Assotech Limited**

\_\_\_\_\_  
ALLOTTEE(S)

(Authorised Signatory)

\_\_\_\_\_  
CO-ALLOTTEE(S)

## TERMS AND CONDITIONS OF ALLOTMENT

This Allotment is made by Assotech Limited, a company incorporated under the Companies Act, 1956 (hereinafter referred to as the "**Company**") having its Registered Office at 148-F, Pocket-IV, Mayur Vihar, Phase-I, Delhi-110091 and Corporate Office at A-354, Sector-19, Noida-201301.

1. The Serviced Apartment shall be allotted in 'Celeste Stella', in the complex popularly known as "Celeste Towers" situated at Plot No. D -003A , Sector - 44, Noida, Gautam Budh Nagar (U.P)
2. The Allottee(s) have fully satisfied himself about the right, title and interest of the Company in the Land and after duly satisfying himself about the feasibility of this Project and the knowledge, expertise and competence of the Company in developing Celeste Stella .
3. The Allottee(s) has seen and accepted the plans, designs, specification including the lay-out plans/ building plans of Celeste Stella and, the Allottee(s) is interested and desirous to get the Apartment allotted in the said project of the Company.
4. **Definitions and Interpretations:** In addition to other definitions contained herein, the following terms shall have the meanings assigned herein when used in this Allotment Letter:

"**Allotment Letter**" shall mean this Letter, including all Schedules and Exhibits attached hereto, as may be amended from time to time;

"**Covered / Built-up Area**" shall mean and include entire carpet area between the inner walls, proportionate area under external walls, area under balconies, loft and cupboards.

"**Apartment**" means and includes a dwelling unit of a type, dimension & size developed & constructed within the Complex in accordance with the layout plan sanctioned/ to be sanctioned.

"**Encumbrance**" shall mean and includes any claims, interest, disputes, notices, demands, orders, judgements, gift, mortgage, notifications, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, right of set-off, counterclaim or banker's lien, privilege or priority of any kind having the effect of security, any designation of loss to payees or Allottee(s) or any similar arrangement under or with respect to any insurance policy.

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**"Super Area"** shall mean and includes the covered areas, areas under walls, full area of galleries and balconies, and other projections whatsoever, together with proportionate share in the common areas and facilities such as area under corridors, passages, staircases, lifts and lift rooms, electric sub-station, clubs, water tanks, architectural features, entrances and exits of the building plus proportionate share of the service areas to be utilized for common use and facilities and including all easement rights attached to the said Unit.

**"Lease Deed"** shall mean Lease deed for transfer of possession and unencumbered, unfettered right, title and interest in the Apartment along with all benefits and rights to passage, easements, benefits, privileges attached and appurtenant thereto, free from any Encumbrance, executed by the Company on the completion of the Project.

5. Unless the context of this Allotment Letter otherwise requires, (a) words of any gender are deemed to include each gender; (b) words using the singular or plural number also include the plural or singular number, respectively; (c) the terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Allotment Letter; (d) the term "Article" refers to the specified Article of this Allotment Letter; (e) all references to "Rupees" refer to currency of India.
6. Apartment: That pursuant to the Application made by the Allottee(s) and subject to the covenants, representations and warranties contained herein, the Company has agreed to allot to the Allottee(s) a Serviced Apartment in Celeste Stella as per the proposed plan and specifications.
  - (I) That the Allottee(s) further hereby agrees that the Allotment made hereinabove is subject to such variations/ additions/ alterations etc. in the design, layout, specification etc, as may be required by the competent authority or as may be deemed appropriate by the Architect or the Company for Celeste Stella.
  - (II) That the Allotment is subject to the Bye-laws, rules and regulations of the NOIDA Authority, and any other statutory or local authorities.
7. That the Company hereby agrees to assign and transfer all rights, title and interest in the Apartment including proportionate and impartible share in the land area underneath alongwith the right to passage, easement, benefit and privileges attached and appurtenant thereto to the Allottee(s) subject to payment of basic consideration and other charges applicable . The company is empowered to make variations / modifications in the plan, design and specification at any time during the construction period .The company shall remain the owner of the apartment including all

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constructions till such time the Lease deed is executed and registered in favour of the allottee . Only after execution of Lease Deed the Allottee becomes the owner of the apartment.

8. As per the Layout Plan it is envisaged that the Apartments on all Floors shall be sold as an independent Apartment with impartible and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct anything on the terrace. However, the Company shall have the right to explore the terrace in case of any change in the FAR., carry out construction of further Apartment in the eventuality of such change in the FAR. However, if as a result thereof, there are any changes in the boundaries or areas of the said Apartment, the same shall be valid and binding on the intending Allottee(s).
9. Price: That the Company hereby agrees to allot an Apartment unto the Allottee(s) at the rate stated above which shall be exclusive of other additional charges, preferential location charges, parking charges, power back-up charges, maintenance security and other applicable charges.
10. The Allottee(s) hereby agrees that amount equivalent to 10% of the basic consideration shall be treated as earnest money.
11. The Allottee(s) have further hereby agreed and promised to pay the remaining consideration as per the Schedule of Payment Plan opted for by the Allottee(s), and annexed hereto. The Allottee(s) have agreed and opted for the Payment Plan after having fully understood the payment plan for payment of the remaining consideration.
12. Payment in installments; That, in case the Allottee(s) opts for payment of consideration in installments, the Company hereby covenants that timely payment of the installment as per the payment schedule opted by the Allottee(s) shall be the essence of this Allotment. It shall be obligatory on the part of the Allottee(s) to make payments on or before the due dates as per the schedule given hereto. The Company covenants and the Allottee(s) hereby agree that no notice shall be issued to demand payment of the installment on the due dates. It is further represented by the Company that the Allottee(s) have understood and are aware of the payment plan and the respective due dates for payment of installment and the same has been agreed to and confirmed by the Allottee(s).
  - (a) Installments due towards payment of the Apartment will be made to the Company on or before the due date as mentioned in the payment plan herein. The intending Allottee(s) has/have agreed that the Company is under no obligation to send demands/reminders for payments. If payment is not received

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within the aforesaid stipulated period given as per the installment Plan, or in the event of breach of any of the terms and conditions of this Allotment by the Intending Allottee(s) or for any other reason, the Allotment will be cancelled and 10% of the Basic price of the Apartment will be forfeited and balance amount will be refunded without any interest within 90 days, thereafter.

- (b) Installment Call Notice / Demand letter if issued by the Company to the effect that installment has become due as stated above shall be final and binding. It is made clear that timely payment is the essence of this Allotment.
  - (c) In exceptional circumstances, the Company may, in its sole discretion condone the delay in payment, by charging interest @ 18% per annum. However, permitting the condonation of delay in any particular case shall not be used as precedent and would not entitle any other intending Allottee (s) to seek condonation under this clause, as of right.
13. The Allottee(s) has/have agreed that for the purpose of calculating the price in respect of the said Apartment the area shall be the super area.
14. That the Company hereby represents to the Allottee(s) and the Allottee(s) has hereby agreed that the Allottee(s) shall have the right, title and interest in the Apartment only, after the Apartment is transferred and conveyed to the Allottee(s) in accordance with the terms and conditions of this Allotment.
15. The intending Allottee(s) shall have no claim, or right of any nature or kind whatsoever in respect of open spaces, parking places, lobbies, staircases, lifts, terraces, roofs or any other space (hereinafter referred to as "common spaces") not allotted to him. The Company shall have all right over common spaces and the Company shall, at its discretion, use the same for any other purposes as may be desired by the Company.
16. Club, Party Hall, shops, parlour and other open spaces shall be the sole property of the company and the revenue collected from them shall be utilized by the Company at its sole discretion. The intending allottee shall have no right over such spaces or revenue collected from them.
17. That save and except, in respect of the Apartment to be allotted to the Allottee(s), the Allottee(s) shall have no claim, right, title or interest of any nature or kind whatsoever except right of ingress/ egress over or in respect of Complex, open spaces and all or any of the common areas of the complex.

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- 18 Possession: The Allottee(s) shall be entitled to the delivery of possession of the Apartment only after the Allottee(s) has completed all formalities and paid all amounts due and payable by the Allottee(s) and after the execution and registration of the Lease Deed or such other document as stipulated herein or required in accordance with the laws.
- (I) The possession of the Apartment shall be delivered to the Allottee(s) by the Company by the date mentioned in the cost sheet affixed at the last page of the allotment letter subject however, to force majeure, circumstances, regular and timely payments by the intending Allottee(s), availability of building material, change of laws by Governmental/local authorities etc.
  - (II) The Company shall give a notice for possession to the Allottee(s) specifying the date on which the Company would be effecting transfer and delivery of the Apartment to the Allottee(s) subject to payment of the amounts due and payable, completion of all formalities and execution of all documents as required by the competent authority and under this Allotment Letter.
  - (III) In the event, the Allottee(s) fails to take possession of the Apartment within a period of one month from the date fixed for possession, the Allottee(s) shall pay of Rs.10/- per sq.ft. per month to the Company for the period the Allottee(s) delays in taking possession.
  - (IV) In the event, the Allottee(s) fails to take possession of the Apartment even within a period of one year from the date of expiry of the notice period, the allotment made to the Allottee(s) shall be cancelled and the Company shall forfeit the earnest money and refund the balance consideration paid to the Company.
19. The Allottee(s) agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Govt. or any other Authority or if competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the said Apartment / said Building or if any matters, issues relating to such approvals, permissions, notices, notifications by the Competent authority(ies) become subject matter of any suit / writ before a competent court or due to force majeure conditions, the Company, after provisional and / or final allotment, is unable to deliver the Apartment / Parking Space(s) to the intending allottee for his/her occupation and use, the Allottee(s) agrees that the company if it decides in its sole discretion to refund, then it shall be liable only to refund the amounts received from him/her without any interest or compensation whatsoever.

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20. Alterations/ Modifications: That the allotment of the Apartment has been made subject to additions/ alterations/ variations in lay out plan and other specifications of the Complex including increase/ decrease in the Super Area necessitated during the construction of the Complex.
21. The Allottee(s) have hereby agreed to and understood that there could be change in the Super Area or other specifications of the Apartment and in such an event, no claim monetary or otherwise shall be entertained or accepted by the Allottee(s), except that the consideration shall increase or decrease proportionately on the basis of original agreed rate, in case of any increase or decrease in the area.
22. It is hereby agreed , understood and declared by and between the parties that the Company may take construction finance / demand loan for the construction of the above Complex from the Banks/ Financial Institutions after mortgaging the land, apartments of the said complex, however the Lease deed in respect of the said apartment in favour of allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
23. Subject to fulfillment of the terms and conditions hereof, such conveyance document, as may be required, shall be executed by the Company, and shall be registered in favour of the Allottee(s), after the Apartment has been finally constructed and total consideration agreed herein along with all other expenses including applicable taxes and duties like service tax, charges fees and cost of stamp duty for registration conveyance document has been paid by the Allottee(s).
24. Subject to fulfillment of the terms and conditions hereof, such conveyance document, as may be required, shall be executed by the Company, and shall be registered in favour of the Allottee(s), after the Apartment Unit has been finally constructed and total consideration agreed herein along with all other expenses, charges fees and cost of stamp duty for registration conveyance document has been paid by the Allottee(s).
25. The Company represents and undertakes that pursuant to the execution of the Registry and handing over of possession of the Apartment, the Allottee(s) shall have all right, title and interest in the Apartment and shall hold, enjoy and use the Apartment and every part thereof without creating any unreasonable interruption either by itself or by any person or persons claiming under, for or on its behalf.
26. The Company hereby represents that the Allottee(s) shall have the right to use and enjoy common areas and facilities such as area under corridors, passages, staircases, lifts and lift rooms, electric sub-station, clubs, water tanks, architectural features, entrances and exit of the building and including all easement rights attached to the

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Apartment alongwith the other Allottee(s) of the Apartments and the Allottee(s) shall not cause any hindrance/ blockage/ erection in the common areas so as to cause inconvenience and difficulties in the use and enjoyment of the common areas and facilities by the other Allottee(s). Facilities like stair-cases, corridors passages, terraces, parks. Lifts etc. and common spaces and services shall be utilized by the Allottee(s) alongwith other Allottee(s) and no one shall have exclusive right to their usage, nor make any alterations thereto.

27. The Allottee(s) is aware that Apartments are being allotted to various persons under terms and conditions mentioned in this letter. The Allottee(s) agrees that he/she will use the said Apartment for residential purpose and shall not use the aforesaid Apartment for any other purpose which may or likely to cause nuisance to Allottee(s) of other Apartments in the Township or to crowd the passages to use it for any illegal or immoral purpose. The Allottee(s) shall not store any hazardous or polluting articles/ substances in the said Apartment.
28. The Allottee(s) shall not be entitled to fragment/ subdivide/ extend or carry out structural design or lay out changes to the Apartment or amalgamate it with any other Apartment or to make any addition/ alteration without prior written permission of the Company and the civic authorities.
29. Transfer charges shall be applicable and payable on transfer as per the prevailing Policy of the Company.
30.
  - (i) The intending Allottee(s) shall not be entitled to get the name (s) of his/her/ their nominee(s) substituted in his/her/their place. The Company may, however, in its sole discretion, permit such substitution on such terms and conditions including payment of such administrative charges as it may deem fit. Any change in the name of the intending Allottee(s) as registered/recorded with the Company (including addition/deletion), amongst family members (husband, wife, and own children and real brother/sister) will be attracting administrative charges. Administrative charges as prescribed by the Company from time to time will be paid by the intending Allottee(s), before such change.
  - (ii) The request letter for change of the right of the intending Allottee(s) would be duly signed by all the concerned parties and would be accompanied by a no-objection letter/certificate from the concerned bankers or financial Institutions in case payment against the said Apartment was made by the intending Allottee(s) by raising funds/loans against allotted Apartments as security from bankers or financial Institutions.

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- (iii) The administrative charges for verification/approval and transfer will be as fixed from time to time by the company.
  - (iv) The substitution/change of name in place of the intending Allottee(s) will be done as per the applicable law..
31. Taxes and Duties: The Allottee(s) hereby agrees that all taxes, charges, levies, rents, demands, claims and municipal charges, by whatever name called, assessed, imposed or levied by NOIDA, municipality or any other authorities in respect of the said Apartment shall be payable by the Allottee(s) to the Company or to the competent authorities as the case may be. The Allottee(s) undertakes to keep and hold the Company indemnified and harmless in this regard.
32. Further, if there is any Service Tax, Trade Tax and additional levies, Rates, Taxes, Charges, Compensation to the farmers, Government Cess and Fees etc. as assessed unpaid and attributable to the Company as a consequence of Government/NOIDA / Statutory or other local authority(s) order, the intending Allottee(s), shall pay the same in their proportionate share, if any.
33. Moreover, if any additional tax, rent, fee, cess, charge, unearned increase or any other demand is/ are levied or assessed or imposed by NOIDA or the Government or statutory body or any other local authority subsequently attributable to the Apartment and the same shall be borne by the Allottee(s).
34. It is made clear that this Allotment Letter is not an Agreement to sell and the allotment is based on the proposed lay out plan as envisaged by the Company for seeking the necessary approvals/ permissions/ sanctions from the competent authority. However, the proposed plan is subject to amendments/ additions/ alterations as may be required by the competent authority or Architect or the Company for reasons whatsoever.
35. It is specifically made clear to the Intending Allottee and is agreed by the Intending Allottee that the Intending Allottee shall have no right, title or interest in the ownership of any of the ancillary facilities including club, its membership, operation and running of the Club and other recreational and sporting activities. The Intending Allottee shall not raise any dispute / objection to any activity(ies) of the Club or any other recreational and sporting activities including but not limited to lighting arrangements, parties / get together, tournaments and other activities of the Club which may be carried throughout the year at the sole discretion of the management of the Club. It is further made clear that the Intending Allottee will be required to pay separate deposits / charges for securing admission and usage to Club, other recreational and sporting activities and other community facilities, the acceptance

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or rejection of which shall be at the sole discretion of the management of the Club and other community facilities and the Intending Allottee shall not raise any dispute / objection in this regard at any time during the occupancy of the said Apartment. It is further made clear to the Intending Allottee that the running and operation of the Club and other recreational and sporting activities, community facilities including nearby governmental installations may cause disturbance to the occupants of nearby areas for which the Intending Allottee specifically agrees to raise no dispute or make any claim of whatsoever nature against the Company in this regard.

36. The Allottee(s) hereby undertake(s) to abide by all laws, rules, regulations, notifications, demands etc. of the project and also agree to comply with and carry out all the requirements, requisition, demands and repairs which are required to be complied with in regard to rules and regulations or directives of the Development Authority/Municipal Authority/Government or any other competent authority in respect of the Apartment and building and the land on which the building is standing, at his/her/their at its own cost and expenses. The intending Allottee(s) shall pay the same to the concerned Authorities directly or shall pay to the Company in their proportionate share on demand by the Company for the above said reasons before and after handing over the possession. The intending Allottee(s) shall keep the Company indemnified, secured and harmless against all cost and consequences and all damages, arising on account of non compliance with the said requirements requisitions demands etc. after possession. The Apartment shall be used for the purpose for which it is allotted.
37. The Company reserves the right to correct, modify, amend, change all the annexure attached hereto which are indicated to be tentative and intending Allottee(s) agree(s) for the same.
38. The Stamp Duty, registration fee and other charges for execution of the Deed of Conveyance/ Lease Deed or any other deed or document with respect to transfer of right, title and interest in the Apartment shall be payable by the Allottee(s) within the time specified by the Company.
39. Maintenance: The Allottee(s) shall and hereby agrees to enter into an Agreement called the "Maintenance Agreement" with the Company or its nominated agency, as the Company in its sole discretion deem fit, for the smooth operation and management of the common services and proper upkeep and maintenance of the common areas and facilities post completion of the Complex. The scope of maintenance shall broadly include operation and maintenance of lifts, generators, fire fighting system, water supply, rain water harvesting system, transformers and electrical units, common area lighting and provision of services such as maintenance and upkeep of internal roads,

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complex boundary, pathways, lighting, water supply, drainage, garbage disposal, horticulture and general watch and ward within the complex.

- (i) The Allottee (s) has/have also agreed to pay the maintenance charges of the said Apartment to the Company or its nominee, as appointed by the Company. The Allottee(s) will deposit interest free Non-Refundable Security Deposit with the Company or its nominee, as appointed by the Company. This interest free Maintenance Security Deposit collected hereby shall be kept separately as "Contingency Fund" and the Company shall be entitled to make adjustments from the fund in case of default in payment of the monthly maintenance charges
- (ii) The maintenance, upkeep, repairs, security etc, of the Building including the common area of the building/Apartment will be organized by the Company or its nominee. The Allottee(s) agrees and consents to the said arrangements. The Allottee(s) shall pay monthly maintenance charges, which will be fixed by the Company or its nominee from time to time depending upon the maintenance cost. Any delay in payments will make the intending Allottee(s) liable for interest @18% per annum. However , a maintenace Agreement will be executed at the time of possession of the flat which shall be finally binding on the Allotte(s).
- (iii) Non- payment of any of the charges within the time specified shall also dis-entitle the intending Allottee(s) to the enjoyment of common services i.e. use of lifts and use of water etc. The Allottee(s) consents to this arrangement whether the building is transferred to other Body Corporate and shall continue till such time as the Company terminates the arrangement.
- (iv) That the intending Allottee(s) shall also pay to the Company (or its nominee/ agency as appointed by the Company) such charges as may be required for maintaining various services/facilities in the Township such as street lighting, area security, maintenance of external sewer and bulk water supply and distribution systems, garbage disposal and scavenging of streets and public utility places and such services and cost towards administrative set up to run the services and purchase of equipment and machinery required to provide these services and depreciations thereof until the same are handed over to the Government or a Local Body for maintenance, in addition to the maintenance charges and other charges.
- (v) The Allottee(s) hereby agrees that the provision of maintenance hereto under this Agreement is subject to the terms and conditions of the Maintenance Agreement entered into by the Allottee(s) and the Company or its nominated

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agency. The Allottee(s) undertakes to comply with all terms and conditions stipulated in the Maintenance Agreement.

- (vi) That the Allottee(s) hereby agrees to pay the maintenance charges from the date of notice of possession as per the requirements and rules of the Facility Management company from time to time.
40. Warranty & Defect Liability: The Company shall not be in anyway responsible for any damage or defect caused to the Apartment after handing over the possession of the Apartment in accordance with this Allotment Letter . However, in case any defect arises in the fixtures and fittings provided by the Company within a period of three years from the date of notice of possession , any such defect shall be repaired / rectified / replaced , at its discretion on the request made by the Allottee, in this behalf.
41. In the event of default by the Allottee(s) to comply with the terms and conditions hereof, the Company shall be entitled to terminate this allotment. In such case, the Company shall be liable to refund the consideration amount paid by the Allottee(s) after forfeiting the earnest money.
42. The tower in which these serviced apartments are coming up, shall always be known as "CELESTE STELLA" and the same shall never be changed by the Allottee(s) or any other association or person.
43. The Company represents and undertakes to develop the common areas and facilities within the boundary of the Complex, which shall inter-alia include laying of roads, sewers and drainage, pathways, water connections, etc.
44. The Allottee(s) shall not use the Apartment for such activities, as are likely to be nuisance, annoyance or disturbance to other residents of the Complex or activities which are against law or are contrary to and in violation of the rules, regulations or guidelines of the local authorities.
45. The Company shall have the right, without consent of the Allottee(s) in the building/ tower, to make any alteration, addition, improvement or repairs whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any apartment within the complex and the Alottee(s) agrees not to raise objection or make any claim on this account.
46. The Allottee(s) agrees and undertakes that before or after taking possession of the Apartment or at any time hereafter, he will have no right to object to the Company

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constructing or continuing with the construction of the other buildings adjoining to or otherwise in the complex.

47. The Company reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for installation and operation of antenna, satellite dishes, communication towers, other communication equipment or to use/hire/lease the same for advertisement purposes and the Allottee(s) agree that he shall not object to the same and shall not make any claim on this account.
48. The Allottee(s), if resident 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, acquisitions/sale/transfer of immovable properties in India and any other act related hereto and to get the sanctions/approvals/permissions, as may be required, to enable the Company to fulfill its obligations under this Agreement. In case any such sanctions/approvals/permissions is not granted or refused or subsequently discovered by the Company to be not granted or refused or not sought or is lacking, then the allotment shall stand cancelled. The Company shall not be held responsible in any manner, for non compliance or non-adherence by the Allottee(s) to the provisions of the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s), modification(s) made thereof.
49. The Allottee(s) hereby undertakes to keep and hold the Company indemnified and harmless against all damages, claims, liabilities, actions, costs, expenses, and proceedings which may be caused to or suffered by or made or taken against the Company, which are directly or indirectly arising out of breach of terms hereof.
50. The Company represents and undertakes that the Apartment including the land underneath is free from all encumbrances and there are no orders of attachment, acquisition or requisition or notices thereof relating to the said land. If the Apartment including the land underneath or any part thereof is not free from encumbrances, the Company undertakes to get the land free from encumbrances and shall keep the Allottee(s) indemnified against any loss or damages caused to or suffered by the Allottee(s) consequent hereto.
51. Electric connection will be taken for the complex from Uttar Pradesh Power Corporation Limited or any other source and will be distributed through separate meters to all Allottee(s). Charges for installation of the electric meter and whole distribution system shall be separately payable by the Allottee(s) to the Company at

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the time of possession of the Apartment. The Allottee(s) shall have to make the payment in time of all the bills on account of electricity or any other charges etc. as consumed by them to the Vendor or its nominated agency.

52. The Allottee(s) also agree not to put up any name or sign board, neon light, publicity or advertisement material, hangings of clothes on the external facade of the building/ tower or anywhere on the exterior of the building or in the common areas. The Allottee(s) also agree not to change the colour scheme of the outer walls or painting of the exterior side of the doors and the windows etc. or carry out any change in the exterior elevation or design of the Apartment. The Allottee(s) shall be responsible for any loss or damage arising out of breach of any of these conditions.
53. Until the Lease Deed is executed and registered, the Company shall continue to be the owner of the said Apartment and also the construction thereon and this allotment shall not give to the Allottee(s) any rights or title or interest therein even though all payment have been received by the Company. The Company/Financial Institution/ Bank shall have the first lien and charge on the said Apartment (including on any income/rent there from) for all its dues and other sums as are and/or that may hereafter become due and payable by the Allottee(s) to the Company/Financial Institution/ Bank.
54. The Allottee(s) hereby agrees to comply with the laws as may be applicable to the said Apartment including but not limited to the provisions of environment (Protection) Act, 1986, Water (Prevention and Control of Pollution) Act, 1974 and Air (Prevention and Control of Pollution) Act, 1981 in the Apartment and it shall always remain solely responsible to obtain and always keep alive and make available necessary certificates from the Pollution Control Board and /or other appropriate authorities in this regard.
55. Force Majeure: Neither party shall be liable in damages or have the right to terminate this Allotment for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
56. This Allotment letter contains the entire understanding between the Parties, and supersedes all prior understandings and correspondences, if any, of the Parties hereto relating to the subject matter and any amendments, changes or alterations shall not take effect unless reduced to writing and signed by both Parties.

For Assotech Limited

Signature of MAIN APPLICANT \_\_\_\_\_

Authorised Signatory

Signature of CO - APPLICANT \_\_\_\_\_

57. Each of the provisions contained in this Allotment shall be severable, and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Allotment Letter.
58. Each Party hereto undertakes with the other to act in the utmost good faith in interpreting and implementing this Allotment and agrees to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Allotment.
59. Any notice required or permitted to be given hereunder shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the other party; (ii) if sent by prepaid courier service, airmail or registered mail, within five (5) days of it being sent; or (iii) if sent by facsimile or other similar means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given hereunder shall be addressed to the address mentioned in the introduction above. Where notice is issued by facsimile, a confirmatory copy shall be sent by prepaid courier service, airmail or registered mail dispatched not later than following the day on which the notice is transmitted by facsimile.
60. The Allottee(s) shall give his/her complete address to the Company at the time of booking for all communications and it shall be his/her own responsibility to inform the Company by registered A/D letter/Courier about all subsequent changes, if any, in his/her address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should primarily reach such address and the Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
61. That in case there are joint Allottee(s), all communications shall be sent by the Company to the Allottee(s) whose name appears first and at the address given by him/her, which shall for all purpose be considered as serviced on all the Allottee(s) and no separate communication shall be necessary to the other named Allottee(s). Allottee(s) has/have agreed to this. This Allotment letter and its all terms and conditions does not constitute an Agreement to sell.
62. The Company reserves the right to transfer ownership of the said Celeste Stella in whole or in parts to any other entity such as Partnership Firm, Body Corporate (s) whether incorporated or not, Association or Agency by way of sale / disposal / or any other arrangement as may be decided by the company in its sole discretion and the Allottee agrees that he/ she shall not raise any objection in this regard.

For Assotech Limited

Signature of MAIN APPLICANT \_\_\_\_\_

Authorised Signatory

Signature of CO - APPLICANT \_\_\_\_\_



63. No amendments to this Allotment Letter shall be valid unless executed in writing and signed by both Parties.
64. Any dispute or difference arising between the Parties as to the effect, validity or interpretation of this Allotment Letter or as to their rights, duties or liabilities thereunder, failing amicable resolution through mutual negotiations, shall be referred to and settled by arbitration proceedings to be held in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto. The decision of the arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be at Delhi.
65. Both the parties have signed this Allotment after understanding the contents which have been explained to each of them in a vernacular way which admitted as true and correct, without any pressure, duress, influence, coercion from any side, while keeping in good health and sound disposing mind.

**Additional terms and conditions of Allotment:**

66. Possession of the said serviced apartment shall be handed over by or before 30.09.2013.
67. In case the company fails to give possession of the service apartment by the date mentioned in clause '66', it shall pay penalty at a rate of Rs. 50,000/- (Rupees Fifty Thousand only) per month for the period of delay beyond 01.10.2013.

Signed and executed by Company

(Authorised Signatory)

I/We hereby accept the above allotment on all the terms and conditions mentioned hereinabove:

Allottee              Co-Allottee