

Celeste  
Stella

Serviced Apartments



Application for allotment of serviced apartment in  
**CELESTE STELLA**  
PLOT NO. D-003/A SECTOR-44, NOIDA-201301, UP, INDIA

Application No. ....

Date .....

Serviced Apartment No. ....

To,  
M/S Assotech Limited  
A-354, Sector-19, Noida-201301

Please affix  
Passport Size  
Photograph  
of First  
applicant

Please affix  
Passport Size  
Photograph  
of Second  
applicant

I/We request that, I/We May be allotted an apartment in your project CELESTE STELLA, PLOT NO. D-003/A SECTOR-44, NOIDA201301, UP, INDIA under the following payment plan (Tick one).

Down Payment Plan ☐

Installment / Flexi Payment Plan ☐

I/We remit herewith a sum of Rs..... (Rupees.....only) by cash/  
DD/Cheque no..... dated.....drawn on.....favouring Assotech Limited  
Payable at Delhi/Noida/Ghaziabad/Greater Noida as booking amount.

In the event of the company agreeing to allot me/us the said apartment, I/we agreed to pay further installments of price and other dues as stipulated in the allotment letter and the payment plan as explained to me/us by the company.

I/We agree that the acceptance of my/our application does not entitle me/us to any right in the apartment until all payments in full have been made by me/us on or before the due dates.

I/we further agree that I/We shall abide by the terms and conditions of the Company that are in force or that may be brought in to force from time to time.

I/We have clearly understood that this application doesn't constitute any offer of allotment or any agreement to sell and I/We do not become entitled to the provisional and/or final allotment of an apartment notwithstanding the fact that the company may have issued a receipt in acknowledgement of the money tendered with this application.

My/Our particulars are given below for your reference and record:

**Particulars of First / Sole Applicant**

Applicant's Name .....

Father's/ Husband's name .....

Date of birth .....

Occupation.....Qualification .....

Correspondence Address .....

Office Name & Address .....

Telephone No(s) .....Residence.....Office .....

Marital Status (Tick One) ☐ Married ☐ Single

Res. Status(Tick one) ☐ Resident ☐ Non Resident

PAN No./ Ward Circle No. ....

E-mail .....



**Particulars of Co-applicant**

Applicant's Name \_\_\_\_\_

Father's/ Husband's name \_\_\_\_\_

Date of birth \_\_\_\_\_

Occupation \_\_\_\_\_ Qualification \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Office Name &amp; Address \_\_\_\_\_

Telephone No(s) \_\_\_\_\_ Residence \_\_\_\_\_ Office \_\_\_\_\_

Marital Status (Tick One) ☐ Married ☐ SingleRes. Status(Tick one) ☐ Resident ☐ Non Resident

PAN No./ Ward Circle No. \_\_\_\_\_

E-mail \_\_\_\_\_

**Cost Details**

A. Basic Cost \_\_\_\_\_

Less Discount \_\_\_\_\_

Sub-total (A) \_\_\_\_\_

B. Other charges \_\_\_\_\_

Preferential Location Charges \_\_\_\_\_

Interest Free Maintenance Security \_\_\_\_\_

E.C.C. &amp; F.F.C. Charges \_\_\_\_\_

One Time Lease Rent \_\_\_\_\_

Sub-total (B) \_\_\_\_\_

Grand total (A+B) \_\_\_\_\_

**Nominee**

First Name ..... Relationship with Applicant(s).....

Address.....

Second Name..... Relationship with Applicant(s).....

Address.....

**Declaration**

I/We the above applicant hereby declare that the particulars given above are true and correct and nothing has been concealed thereof

First/Sole Applicant Name \_\_\_\_\_ Signature \_\_\_\_\_

Co-applicant Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Place \_\_\_\_\_

**FOR OFFICE USE**

Receiving Officer's name

Accepted

Not Accepted

Booking amount(Rs.)

Receipt No.

Date

Sig.of receiving Officer

Date

Checked By

INDICATIVE TERMS AND CONDITIONS FORMING A PART OF THIS APPLICATION FOR ALLOTMENT OF A SERVICED APARTMENT IN CELESTE STELLA, PLOT NO. D-003/A, SECTOR-44, NOIDA-201301, UP, INDIA

The terms and conditions given below are tentative and of indicative nature with a view to acquaint the applicant with the terms and conditions as comprehensively set out in the Apartment Buyers Agreement/ Allotment Letter, which upon execution shall supercede the terms and conditions set out in this application.

1. The Intending Allottee(s) has made this application for allotment of a serviced apartment with full knowledge of all the laws/notifications and rules applicable to this area in general and this project in particular which have been explained by the Company and understood by him/her.
2. The intending Allottee(s) shall give his complete address to the Company at the time of application for all communications and it shall be his own responsibility to inform the Company in writing by registered AD letter/Courier about all subsequent changes, if any, in his address, failing which, all demand letters/ notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should primarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from.
3. That in case there are joint intending Allottee(s), all communications shall be sent by the Company to the intending Allottee(s) whose name appears first and at the address given by him which shall for all purpose be considered as serviced on all the intending Allottee(s) and no separate communication shall be necessary to the other named intending Allottee(s) and the intending Allottee(s) has/have agreed to this.
4. The Intending Allottee(s) has satisfied himself/herself about the interest and title of the Company in the land on which the said serviced apartments are being constructed and has understood all limitations and obligations in respect thereof. The Intending Allottee(s) agree(s) that there will not be any further investigations or objections by him/her in this respect.
5. The Intending Allottee(s) agree(s) that he/she shall pay the price of the apartment and other charges calculated on the basis of super area which is understood to include pro rata share of the common areas, if any (as determined by the Company in its sole discretion) in Celeste Stella. It is further understood by the intending allottee(s) that the calculation of super area of the apartment shall be more clearly defined in the Apartment Buyers Agreement/ Allotment Letter and upon execution of that agreement the method of definition of super area stated therein shall become binding on both the parties.
6. The intending allottee has seen and accepted the plans, designs, specifications which are tentative and the intending allottee authorises the company to effect suitable



and necessary alterations / modifications in the layout plan/building plans, designs and specifications as the company may deem fit or as directed by any competent authority(ies).

7. The Company hereby provides warranty in respect of fixtures and fittings attached to the apartment, in case of defect in the fixtures and fittings during the Defect Liability Period of two periods from the date of possession.
8. As per the Layout Plan it is envisaged that the Apartments on all Floors shall be sold as an independent Apartment with impartable and undivided share in the land area underneath the plot. The intending Allottee(s) shall not be permitted to construct any thing 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.
9. The construction of the Apartment is likely to be completed by the date mentioned in the cost sheet affixed on the last page of the allotment letter subject however, to force majeure, circumstances, regular and timely payments of installments by the intending Allottee(s), availability of building material, change of laws by Governmental/local authorities etc. No claim by way of damage, compensation shall lie against the Company in case of delay in handing over of the possession on account of the aforesaid reasons or any other reasons beyond the control of the Company.
10. The facility management and maintenance shall be done by the company or its nominee and the intending allottee(s) shall have to sign a "Maintenance Agreement" with the Company or its Nominee at the time of possession of the Apartment. 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 intending Allottee(s) will deposit Interest Free Maintenance Security as Non-Refundable Security Deposit with the Company or its nominee, as appointed by the Company.
11. The intending Allottee(s) has/have agreed that for the purpose of calculating the sale price in respect of the said Apartment the super area shall be the covered area, inclusive of the area under the periphery walls, area under columns and walls within the floor, cupboards, plumbing shafts adjoining the said Apartment and balconies plus proportionate share of the service areas to be utilized for common use and facilities.
12. It is hereby agreed between the parties that if there is either reduction or increase in the super area of the said Apartment or its location, no claim, monetary or otherwise will be raised or accepted except that the agreed rate per sq. ft. and other charges will be applicable for the changed area i.e. at the same rate at which the Apartment was booked and as a consequence of such reduction or increase in the super area, the Company shall be liable to adjust or refund without interest only the extra price or shall be entitled to recover the additional price and other proportionate charges without interest, as the case may be.



13. It is abundantly made clear that in respect of all remittances, acquisition / transfer of the said Apartment, it shall be the sole responsibility of non-resident/ foreign national of Indian origin to comply 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 and provide the Company with such permissions, approvals which would enable the Company to fulfill its obligations under this Application or Apartment Buyers Agreement. Any refund, transfer of security if provided in terms of the Apartment Buyers Agreement 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 Intending Allottee understands and agree that in the event of any failure on his/her part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India, he/ she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Intending Allottee shall keep the company fully indemnified and harmless in this regard. The company accepts no responsibility in this regard. Whenever there is any change in the residential status of the Intending Allottee subsequent to the signing of this Application it shall be the sole responsibility of the Intending Allottee to intimate the same in writing to the Company immediately and comply with necessary formalities, if any, under the applicable laws. The Company shall not be responsible towards any third party making payment / remittances on behalf of any Intending Allottee and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Intending Allottee only.
14. The intending Allottee(s) agrees to pay on demand taxes/ duties, including service tax, of all and any kind whatsoever, whether levied or leviable now or in future on land and/or Apartment (s) as the case may be, from the date of Allotment of the Apartment (s) and so long as each Apartment is not separately assessed or such taxes for the land and/or building (s)/tower (s), same shall be payable and be paid by the Allottee(s) in proportion to the area of his/her/their Apartment(s). Such appropriation shall be made by the company or any other agency as appointed by the Company, as the case may be, and the same shall be conclusive, final and binding upon the Allottee (s).
15. 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 any Block/Tower/Building or part there of from the Banks/Financial Institutions after mortgaging the land/Apartments however, the sale deed in respect of the said Apartment in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.
16. The intending 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 Noida 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.

17. It is made clear to the Intending Allottee that the total consideration of the apartment is exclusive of parking space. Any parking space, if required by the Intending Allottee, would be charged at the then prevalent rate for each parking space and will be offered subject to availability. The intending allottee agrees that all such car parking spaces allotted to the occupants shall not form a part of common areas.
18. Until a sale deed is executed & 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 intending 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 intending Allottee(s) to the Company/ Financial Institution/Bank.
19.
  - (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 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 company reserves the right to cancel the booking after giving one week notice to the Intending Allottee and 5% of the Booking Amount of the Apartment shall be forfeited and balance amount will be refunded without any interest.
  - (b) The intending allottee hereby authorises the company to forfeit the 10% of the booking amount along with the interest on delayed payments etc. in case of non-fulfillment of the terms and conditions herein contained and those of the Apartment Buyers Agreement as also in the event of failure by the intending allottee to sign and return to the company the Apartment Buyers Agreement within thirty (30) days from the date of its despatch by the company or in case the intending allottee on his own cancels the booking.

20. It is specifically understood by the intending allottee(s) that upon execution, the terms and conditions as set out in the Apartment Buyers Agreement/ Allotment Letter shall supercede the terms and conditions as set out in this application.
21. That for all intents and purposes and for the purpose of the terms and conditions set out in this application, singular includes plural and masculine includes the feminine gender.

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

Signature of the Intending Allottee(s)