



'ALLOTMENT LETTER'

To,

Please affix Passport
Size Photograph

(First Applicant)

Please affix Passport
Size Photograph

(Co - Applicant)

(Sole/First Applicant)

(Co-Applicant)

Sub: Allotment of Office Space at "ASSOTECH BUSINESS CRESTERRA-PHASE-2", Plot No.22, Sector-135, Expressway Noida.

Dear Sir/ Madam,

This is with reference to your application detailed below addressed to Assotech Realty Private Limited for provisional allotment of an Office Space at "Assotech Business Cresterra-Phase-2", Plot No.22, Sector-135, Expressway Noida, Gautam Budh Nagar (hereinafter referred to as "IT Park").

Upon your representations in the application and accepting the enclosed General Terms and Conditions of the registration of allotment of Office space in the IT Park, we are pleased to allot you Office Space having Super Area/Carpet Area as detailed below at the Total Sale Price as mentioned below. This allotment is liable to be cancelled in case the representations made in your application are found to be incorrect/false or you challenge any of the General Terms and Conditions and Agreement to Sub-Lease which shall be executed and registered as per the UP RERA Guidelines.

Application No.		Application Date	
Office Space/ Unit No.		Carpet Area (sqft/sqmtr)	
Tower/Floor		Super Area (sqft/sqmtr)	
Total Sale Price (Rs.)			
Total Sale Price (in words)			

NOTES:-

- Total Sale Price of the Unit is calculated on Carpet Area basis. Super Area is for reference only.
- Total Sale Price of the Unit includes one time Lease Rent and Applicable Taxes.
- GST inward credit is already factored in the Total Sale Price.
- Refundable Interest Free Maintenance Deposit and Advance Maintenance Charges shall be paid in addition to the Total Sale Price by the Applicant to the Facility Management Company at the time of offer of Possession.
- Stamp Duty, Registration Fees and Documentation charges shall be paid by the Applicant at the time of execution and registration of Agreement to Sub-Lease.

Thanking you,
Yours truly,

For Assotech Realty Private Limited.

Acknowledged and Accepted by:-

Sole/ First applicant _____

Co-applicant _____

(Authorized Signatory)
Date:

Assotech Realty Pvt. Ltd.

**Regd Office : 46, First Floor, Janpath, New Delhi - 110 001, Ph: 011-23765555
Site : Plot No. 22, Sector 135, Expressway, Noida**

GENERAL TERMS AND CONDITIONS FOR REGISTRATION OF ALLOTMENT OF BELOW MENTIONED OFFICE SPACE(S)/UNIT(S) AT ASSOTECH BUSINESS CRESTERRA-PHASE-2, PLOT NO. 22, SECTOR 135, EXPRESSWAY, GAUTAM BUDH NAGAR, NOIDA (U.P.).

Office Space/ Unit No.		Carpet Area (sqft/sqmtr)	
Tower/Floor		Super Area (sqft/sqmtr)	
Total Sale Price (Rs.)			
Total Sale Price (in words)			

RECITALS:-

- A. M/s. Assotech Realty Private Limited, a Company registered under Companies Act, 1956 having its Registered Office at 46, Janpath, First Floor, New Delhi-110001 (hereinafter referred to as "Developer") is the Lessee and in possession of land numbered as part of Plot No. 22 in Sector 135, Noida admeasuring 53482.70 sq. mtrs. on lease for 90 years (hereinafter referred to as the "Said Land") vide Lease Deed dated 13th October, 2006 (hereinafter referred to as the "Principal Lease Deed") and Supplementary Deed dated 06th July, 2016 executed by the New Okhla Industrial Development Authority, Noida, Uttar Pradesh (hereinafter referred to as "Noida Authority"). The said land has been given on lease to the Developer for setting up of a Commercial venture relating to Information Technology/IT enabled Services Park along with Institutional facilities such as shops, retail, serviced apartments etc.
- B. The Developer is developing an IT Park on the said Land by the name of "ASSOTECH BUSINESS CRESTERRA" under the IT/ITES policy of Government of Uttar Pradesh (hereinafter referred to as "IT Park") in phases. Phase-1 consisting of Tower-1, Tower-2, Tower-3, Tower-7 and Block-A (Retail Area) have been duly completed and construction and development for Phase-2 consisting of Tower-4, Tower-5 and Tower-6 is being carried out (hereinafter referred to as "ABC Phase-2").
- C. ABC Phase-2 has been registered under UP RERA Act vide Registration No. UPRERAPRJ1594 and shall be governed by the provisions of Real Estate Regulatory Authority Act, 2016 (in short "RERA Act, 2016") and the Rules framed thereunder.
- D. An application has been submitted by the Applicant(s) (hereinafter referred to as "Intending Allottee") to the Developer for Expression of Interest for registration of allotment of Office Space in one of the Towers of ABC Phase-2 of the IT Park which is being constructed by the Developer. The Intending Allottee(s) has/have full knowledge of the said land and the constructions to be raised as regards ABC Phase-2 and all applicable laws, notifications, rules and regulations applicable thereto and has agreed to abide by the same and also to abide in toto with the terms and conditions mentioned in the application submitted.
- E. The Intending Allottee(s) has represented and warranted to the Developer that it has the power and authority to execute and sign and bind itself with these General Terms and Conditions of allotment of office space in one of the Towers of the IT Park.
- F. The Intending Allottee(s) has read and understood and verified all the documents, permissions, consents, approvals and is satisfied about the leasehold rights along with other documents relating to the title of the Developer in respect of the said Land and also the validity of the permissions, consents, approvals in favour of the Developer in respect of the said Land and the said Tower of the ABC Phase-2 of the said IT Park and after fully satisfying about the same has applied for allotment of office space in the said Tower of the ABC Phase-2 of the said IT Park and has accepted the following General Terms and Conditions of the Allotment.

Allottee _____

Co-Allottee _____

G. Total Sale Price wherever mentioned in this document/agreement shall mean the Office Space/Unit Price, Lease Rent, Fire Fighting Charges, Electrical Load and Meter Charges, External Electrification Charges, Car Parking (if opted by Applicant) and Applicable Taxes. The Total Sale Price has been calculated on Carpet Area basis. Refundable Interest Free Maintenance Deposit and Advance Maintenance Charges shall be paid by the Intending Allottee(s) to the Facility Management Company at the time of offer of Possession. Stamp Duty, Registration Fees and Documentation charges shall be paid by the Intending Allottee(s) at the time of execution and registration of Agreement to Sub-Lease.

GENERAL TERMS AND CONDITIONS:-

1. That the Intending Allottee(s) has identified office space/unit with the above said number having Carpet area/Super area as mentioned herein as well as in the Application Form in one of the Towers of the ABC Phase-2 of the said IT Park which is being constructed by the Developer (hereinafter referred to as "Office space/Unit").
2. That the Intending Allottee(s) agree that the Total Sale Price for the Office space identified by him is as per the recitals made hereinabove.
3. The Intending Allottee(s) agree and accept that in addition to the Total Sale Price for the Office space, the Intending Allottee(s) has to pay Refundable Interest Free Maintenance Deposit and Advance Maintenance Charges to the Facility Management Company at the time of offer of possession. The Intending Allottee(s) further agree and accept to pay the proper Stamp Duty, Registration Fees and Documentation charges at the time of execution and registration of Agreement to Sub-Lease and Tripartite Sub-Lease Deed in his/her/their favour, which shall be paid without any demur or protest on their due dates as intimated by the Developer or in terms of Payment Plan annexed hereto. The Intending Allottee(s) agree and accept that the Developer is under no obligation to send demand letters for the payment plan. However, the Developer may in its discretion send demand letter(s) in which case the Intending Allottee(s) shall pay the amounts demanded within 7 days of such demand letter(s). All payments shall be made by account payee cheques/demand drafts in the name of "Assotech Realty Private Ltd.", payable at Delhi/New Delhi/NCR.
4. The Intending Allottee(s) further agree and undertake to pay either exclusively or proportionately as determined and demanded by the Developer consequent to any demand raised for additional monies to be paid by the Developer pursuant to any additional demand raised by the Noida Authority or the Government in respect of the allotment of said land or conversion of the land rights from "leasehold" to "freehold" or any other charges or levy (including increases thereof) of any kind or nature whatsoever imposed on the office space, which is not specified as on the date.
5. In addition to the preceding Condition No. 3, the Intending Allottee(s) further agree and accept that the Total Sale Price for the office space identified by them does not include payments made for the following mandatory/optional facilities/amenities in the IT Park, which shall be specified and paid by the Allottee(s) without any demur and protest:-
 - i Spa & Fitness centre membership charges, if any.
 - ii Proportionate charges for any other facilities or installations as may be provided/ required to be provided by authorities other than those agreed to be provided herein.
 - iii Any other charges as may be applicable from time to time.
6. The Intending Allottee(s) has/have full knowledge of the said land and the constructions raised/ to be raised therein and all applicable laws, notifications, rules and regulations applicable thereto and has agreed to abide by the same and also to abide in toto with the terms and conditions mentioned in the application submitted by him/them. The Intending Allottee(s) has/have fully satisfied themselves with respect to the title of the Developer in the said Land / the IT Park which is being constructed therein.

Allottee _____

Co-Allottee _____

The Intending Allottee(s) has further read and understood and verified all the documents, permissions, consents, approvals and is satisfied about the leasehold rights along with other documents relating to the title of the Developer in respect of the said Land and also the validity and of the permissions, consents, approvals in favour of the Developer in respect of the said Land and said Tower of the ABC Phase-2 of the said IT Park.

7. The Intending Allottee(s) agree and accept that the allotment of the office space is provisional and the Developer shall have the right to effect suitable and necessary alteration(s) as and when necessary, including but not limited to constructing any office spaces by causing such permissible deviations at any time, which in the opinion of the Developer is permissible or would be permissible or is likely to be permitted at any future date (with or without payment of compounding fee) and such changes and/or alterations may involve all or any of the following changes, namely, position and location of the office space, number(s) of the office space and dimension and/or area of the office space. In the event of any increase/ decrease in area of the office space, the price of such office space so revised as a consequence of such change in area shall be payable by the Intending Allottee(s) at the rate at which allotment is made. Such differential in price of the office space shall be adjusted/demanded at the time of final notice of possession for the office space.
8. The Intending Allottee(s) understand that ABC Phase-2 has been registered under UP RERA Act, 2016 & rules framed thereunder and in terms of said Act an Agreement to Sub-Lease in the standard format shall be executed and registered on payment of 10% amount of Total Sale Price of the aforesaid office space with the Developer.
9. The Intending Allottee(s) agrees that Carpet Area means the net usable floor area of the Office Space, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive of open terrace area, but includes the area covered by the internal partition walls of the office space.
10. The Intending Allottee(s) agrees and accepts that all rights of ownership/title with respect to the said Land, facilities and amenities other than those underneath the Tower in which the Office space is located and the common areas shall vest solely with the Developer which shall have the sole and absolute right and authority to deal with the same in any manner with respect to the said Land, facilities and/or amenities. Even in respect of the office space, the Intending Allottee(s) agree and accept that unless a conveyance deed/sub-lease deed/transfer deed is executed and registered, the Developer shall continue to be the owner of the said office space and all amounts paid by the allottee under this allotment are advance payments for the office space and the rights of ownership/leasehold shall be transferred on compliance with these terms and conditions and on execution of a conveyance/sub-lease deed in respect of the office space in favour of the Intending Allottee(s).
11. The Intending Allottee(s) understands that the Developer is constructing the ABC Phase-2 of the said IT Park on its own and not from the advances from the intending Allottee(s).
12. The Intending Allottee(s) agrees that the following facilities/areas of the IT Park are not part of ABC Phase-2 and these areas shall fall under exclusive ownership of the Developer:-
 - i. Gym, Spa & Fitness Centre and Club.
 - ii. Restaurant and Coffee Shop.
 - iii. Conference Hall/ Banquet Hall.
 - iv. Meeting Halls/Board Rooms, Business Centre, Training Centers etc.

The above list is not exhaustive and may include areas where the Developer can provide any facilities/amenities and which shall remain in the ownership of the Developer and can be dealt with in the manner deemed fit.

Allottee _____

Co-Allottee _____

13. The Intending Allottee(s) agree and accept that except the office space to be allotted and the easement rights pertaining thereto i.e. right of ingress/egress all other rights (including ownership rights) in the said IT Park shall continue to vest in the Developer. In case, the Intending Allottee(s) apply for and are allotted a portion of terrace for undertaking certain permitted uses, the Intending Allottee(s) shall only have a right to use that portion which is specifically earmarked in the plan attached and the Intending Allottee(s) undertake not to cover the terrace area or put up any permanent or temporary structures thereon. The terrace shall always be open to use for maintenance of service, water tanks etc.
14. The Intending Allottee(s) agree and accept that if at time before or during the construction of ABC Phase-2 of the IT Park or after the completion, further construction on any portion of the said land, building of any Tower or the IT Park or on the terrace thereof is permitted consequent to the increase in the FAR or otherwise by the Noida Authority or the Government the Developer shall have exclusive rights to carry out such constructions and dispose of the areas due to the increase of FAR. The Intending Allottee(s) further agree and accept that in such a situation their proportionate share in the common areas and facilities and shall stand varied accordingly for which they shall not be entitled to any compensation.
15. The Intending Allottee(s) agree and accepts that the allotment of the office space is personal to them and subject to the rules framed by the Developer and on such payment that the Developer may fix, which shall be binding on the Intending Allottee(s), the Intending Allottee(s) would be entitled to get the name of their nominees substituted with the prior approval of the Developer, who may permit the same on such conditions as it may deem fit and proper and including on such conditions which are in accordance with directives, if any, laid down by the Government of U.P. or any Competent Authority(ies) in this regard. With the prior approval of the Developer, the Intending Allottee(s) may transfer the allotment, if made, and in case of first transfer, the Developer may waive the transfer charges. The Intending Allottee(s) agree that in all transfer(s) of the allotment, the transferee(s) shall be bound by all the terms and conditions mentioned herein and the said transferee(s) shall independently execute all necessary documents as are required for effecting such transfer which would be further subject to the levy of transfer charges in respect of subsequent transfers.
16. The Intending Allottee(s) agrees and accepts that the Total Sale Price is inclusive of GST as levied by the Government/Competent Authority on the construction/ sub-lease of the office space in the ABC Phase-2 of the said IT Park. The Intending Allottee(s) further agrees and accepts that if any other tax or cess is levied by the Competent Authority on construction/sub-lease other than the GST, the Intending Allottee(s) undertakes to pay the same to the Developer. If there is any shortfall or delay in the payment of GST or any other tax, levy or cess on the construction/sub-lease of office space which is presently levied or may be imposed on any future date, than the Intending Allottee(s) shall also pay the same and in case of any delay in the deposit or payment of the same, the Intending Allottee(s) shall also pay interest, penalty or any other sum levied by the Competent Authority to the Developer.
17. The Intending Allottee(s) agree and accepts that timely payment of installments as per the annexed Payment Plan is the essence of this transaction and it shall also be incumbent on the Intending Allottee(s) to comply with these terms and conditions of allotment. In case the payment of the installment(s) is delayed, the Intending Allottee(s) shall be liable to pay interest in terms of RERA Act, 2016 and Rules framed thereunder. In case, at any stage, the Intending Allottee(s) seek(s) cancellation of allotment and/or refund of the amount deposited by him, the same shall be governed in terms of the RERA Act, 2016 and rules framed thereunder
18. The Intending Allottee(s) agree and accept that they shall be liable to pay property tax and all other rates, taxes, charges assessments levies, by whatever name called, assessed or imposed by municipal or other authorities whether levied now or in future in respect of the said space irrespective of the fact that the Intending Allottee(s) had/has been in occupation of the office space or not. Further, till the office space is individually assessed by the authorities, the Intending Allottee(s) shall be liable to pay to the Developer on demand, proportionate taxes, levies, charges or assessments or any other incidental charges whether levied now or in future by any authorities, on land/or buildings of the ABC Phase-2 of the said IT Park, as

Allottee _____

Co-Allottee _____

the case may be, to enable the Developer to deposit such imposition with the concerned authorities. Apportionment of such levies shall be made by the Developer or by an agency nominated by the Developer as the case may be, and the same shall be conclusive, final and binding upon the Intending Allottee(s).

19. The Intending Allottee(s) agrees that the maintenance of the common services/facilities/areas pertaining to the said complex shall be carried out by the Developer or its nominated agency. The Intending Allottee(s) shall pay common area charges and other infrastructure charges (which would include actual expenses plus 15% towards administrative charges) alongwith service tax or any other levy/charges levied by the Competent Authority on such Common Area Maintenance charges and infrastructure charges towards various common services/facilities provided by the nominated maintenance agency and availed by the Intending Allottee(s) in relation to such office space. An amount equal to monthly common area maintenance charges plus service tax or any other levy/charges thereon shall be payable in advance by the Intending Allottee(s) at such rate as determined by the Developer or its nominated maintenance agency. For this purpose the Intending Allottee(s) shall within seven days of the receipt of the letter intimating notice of possession for taking over of the symbolic or physical possession of the office space forthwith execute a separate Common Area Maintenance Agreement alongwith an advance monthly common area maintenance charges plus service tax thereon. Thereafter, the Intending Allottee(s) shall pay advance monthly common area maintenance charges every month. The execution of the Common Area Maintenance Agreement is a mandatory condition of the allotment of the office space. In case, the office space is leased on the date of handing over the possession, the Intending Allottee(s) shall execute a Tripartite Common Area Maintenance Agreement. It is agreed by the Intending Allottee(s) that they shall be liable to pay advance monthly common area maintenance charges plus service tax even if for any reason they have not executed the Common Area Maintenance Agreement. However, the maintenance of the area within the office space shall be the sole responsibility of the Intending Allottee(s). The Intending Allottee(s) agree that in addition to the common area maintenance charges payable in advance, the Intending Allottee(s) shall also pay to the Developer as Interest Free Maintenance Deposit an amount fixed and determined at the time of execution of the Common Area Maintenance Agreement.

Watch & ward arrangements are provided in the IT Park. Accordingly, the Developer or its nominated maintenance agency shall have a right to restrict the entry of any miscreant(s), whether armed or not, who in their sole judgment and discretion are likely to cause nuisance in the IT Park or cause damage to the property and life of the occupants of the IT Park. The Developer or its nominated Maintenance Agency shall not be responsible or liable in any manner whatsoever of any misdeed/mishap occurring on this account despite efforts and provision being made in order to prevent such occurrence.

20. The Developer would assist in execution and registration of the Agreement to Sub-Lease with respect to the office space in favour of the Intending Allottee(s) only upon the completion of the requisite formalities qua the office space and receipt of full Consideration as per the Payment Plan and other charges payable by the Intending Allottee(s) along with the applicable stamp duty and registration charges in relation thereto from the Intending Allottee(s). It is agreed by the Intending Allottee(s) that the Developer shall not in any manner be held liable or responsible for any delay in getting the Agreement to Sub-Lease executed and registered in his/their favour if any such delay is on account of any act or deed on the part of the Intending Allottee(s) or Noida or Governmental Authorities.
21. That the Intending Allottee(s) may at its option raise finance(s) or loan for purchase of the office space. However, the responsibility of getting such finances or loan sanctioned and disbursed as per the Payment Plan shall rest exclusively on the Intending Allottee(s). In the event, the Intending Allottee(s)' finance or loan not being disbursed, sanctioned or delayed, the Intending Allottee(s) shall ensure that the payment to the Developer as per the Payment Plan shall not be delayed by the Intending Allottee(s).

Allottee _____

Co-Allottee _____

22. The Intending Allottee(s) agree and accept that the allotment of the Office space is at the sole discretion of the Developer and the Developer has the right to reject or accept any application without assigning any reason thereto. In the event the Developer decides to reject any application for allotment of the Office space, the Developer shall not be obliged to give any reason for such rejection and any such decision of the Developer rejecting such application for allotment of the Office space shall be final and binding. On such rejection of application by the Developer, the Developer would refund the Booking Money received without any interest to the Intending Allottee(s).
23. The Intending Allottee(s) undertakes to abide by the laws, rules and regulations and terms and conditions of the Noida Authority or the U.P. Government or the local bodies of the U.P. Industrial Area Development Act 1976 and the rules and regulations framed thereunder, RERA Act, 2016 and rules framed thereunder or any other applicable act and shall be responsible/liable for all defaults, violations or breaches of any of the conditions, levies or rules and regulations as may be applicable. If the applicable laws demand submission of any declaration relating to the super area/common area/carpet area of the Premises to the competent authority, then the Developer would have sole right to file such declaration without any objection from the Allottee and also submit necessary details to the Competent Authority.
24. The Intending Allottee(s) agree and accept that they shall not use the said office space or permit the same to be used for purpose other than as permitted or use for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other office spaces or for any illegal or immoral purpose and shall not do or suffer anything to be done in or about the said office space which may tend to cause damage to any flooring, ceiling or walls of any other space in the complex or in any manner interfere with the use thereof or of space, passages or facilities available for common use. In case of default, a penalty, as may be applicable by the Noida Authority/Concerned Authority/Department/law or the rules framed by the Developer shall be levied, which shall be paid by the Intending Allottee(s) without any demur or protest.
25. The Intending Allottee(s) agree and accept that they shall be bound to observe and abide by all the terms and conditions of allotment of the plot including the terms and conditions of the document inviting tenders, the brochure etc. The Noida Authority has reserved the right to make such decisions/additions/alterations or modifications in the terms & condition of Allotment/ Lease from time to time, as may be considered just or expedient, which shall be binding on the Intending Allottee(s).
26. If there is any breach of the terms and conditions contained herein by the Intending Allottee(s) or if the Intending Allottee(s) is unable to perform his/her/their part in relation to the sub-lease transaction, the Developer shall be entitled to (i) forfeit the Registration/Booking Amount paid by the Intending Allottee(s) to the Developer; and (ii) also forfeit from the amounts deposited and/or claim from the Intending Allottee(s) the brokerage paid and other costs and expenses incurred in respect of the allotment of the office space, and refund the balance amount, if any, without interest to the Intending Allottee(s).
27. The Intending Allottee(s) agree and accept that the construction of the Tower of the IT Park in which the proposed office space is located is likely to be completed by 31st December 2021 subject to force majeure, timely payments by the allottee, or any reasons beyond the control of the developer/ promoter. If the possession of the space is delayed due to force majeure or other reasons as aforesaid and / or delay in certain clearances from statutory bodies or if non-delivery thereof is as a result of any notice, order, rules or notification of the Government and / or any other public or competent authority or for any other reason beyond the control of the Developer and in any of the aforesaid events, the period of delay so caused shall be excluded from the period for offering and/ or handing over possession and the Developer shall be entitled to a reasonable corresponding extension of the time for delivery of the space. In such an eventuality, the Developer reserves the right to suspend the process of offering and/ or handing over the possession for such period as it may consider essential and in that event the Intending Allottee(s) shall not be entitled to claim compensation of any nature whatsoever for the period of delay/suspension .

Allottee _____

Co-Allottee _____

28. Upon payment of Total Sale Price and other requisite amounts as indicated herein, the Developer shall provide prior written notice to the Intending Allottee(s) about the date of handing over the possession of the office space and where such notice is provided the Intending Allottee(s) shall either by themselves or through their authorized representatives/ duly constituted attorney take possession of the said office space. In the event the Intending Allottee(s) fails to accept and/or take possession of the office space on the date specifically indicated in such notice for possession, the possession of the office space shall be deemed to have been taken by the Intending Allottee(s) on the date so specified therein. The Intending Allottee(s) agrees that after dispatch of the written notice for possession of the office space, if the Intending Allottee(s) fails to or avoids taking possession of the office space allotted to him/them, then the Intending Allottee(s) shall be liable to pay holding charges at the rate of Rs.5/- (Rupees Five only) per square feet per month for the office space from the Date of Possession intimated in the letter of possession issued by the Developer till the date the Intending Allottee(s) take the actual physical possession of the office space. The said holding charges payable by the Intending Allottee(s) shall be in addition to his/her/their respective share of the Government or municipal charges, taxes, levies, cess, common area maintenance charges or infrastructure or any other administrative charges (as determined by the Developer or the nominated maintenance agency under the Common Area Maintenance Agreement) and payable till the Intending Allottee(s) has taken actual physical possession of the Office space. The Intending Allottee(s) agree and accept that after taking over the possession of the office space, the Intending Allottee(s) shall not be entitled to put forward any claim against the Developer in respect of any item of work in the office space which may be alleged not to have been carried or completed or for any other reason whatsoever.
29. The Intending Allottee(s) agree and accept that in all cases the physical possession of the office space shall be given to them in the manner stated herein except in cases where the Intending Allottee(s) desires that apart from the creation of ownership/leasehold rights after the construction is complete in office space allotted by the Developer, the Intending Allottee(s) may also get return for a limited period wherein the physical possession shall be given as per the terms of any such agreement/document etc. to be entered into between the Developer and the Intending Allottee(s) in this regard.
30. The Intending Allottee(s) shall from the date of possession maintain the office space at its own cost, in a good and substantial repair good condition and shall not do or permit to be done anything in the IT Park or the common areas which may cause any type of blockade or which may otherwise violate any rules, bye-laws of the Municipal Authorities, Maintenance Agencies or make any additions/alterations in the office space or the IT Park without the previous permission in writing of the Developer and the Noida Authority.
31. The Intending Allottee(s) shall not put up any name plate or sign board, neon sign, publicity or advertisement material etc. on the common areas or on the exterior wall of the IT Park and shall not change the color scheme of the outer walls or painting of the exterior side of the doors and windows, design, contents of exterior or interiors etc. or carry out any change in the exterior elevation of design. The Intending Allottee(s) further agree and accept that the external façade of the IT Park shall be maintained by the Developer and the Intending Allottee(s) shall abide by any or all instructions issued by the Developer in this regard.
32. The IT Park shall always be known as "ASSOTECH BUSINESS CRESTERRA", unless the Developer is compelled by circumstances beyond its control to change this name or the Developer in its sole discretion intends to change the said name, in respect of which the Intending Allottee(s) shall have no objection whatsoever. The Intending Allottee(s) further agree and accept that they shall not individually or collectively change the said name. The name of the IT Park shall always be displayed at a prominent place near the lobby or entrance hall or gate of the said complex or any other appropriate place that the developer may deem fit.
33. The Intending Allottee(s) agree and accept that except the office space which would be allotted to them, they shall not have any claim, right, title or interest of any nature or kind whatsoever except the right of ingress/egress and the proportionate undivided share in the common areas. The allottee shall not be entitled to cover the terrace area or put up any permanent or temporary structures such as antenna etc thereon. The terrace shall always be open to use for maintenance of service, water tanks etc.

Allottee _____

Co-Allottee _____

34. The Intending Allottee(s) agree and accept that the fit outs in the office space shall be as per the standard specifications of the Developer and the timing of such fit outs shall be controlled by the Developer. The Intending Allottee(s) shall submit the drawings prior to the fit outs which shall be approved by the Developer, which approval shall not be unnecessarily withheld by the Developer. Only after such drawings of fit outs are approved that the Intending Allottee(s) can start the fit outs in the office space. The Intending Allottee(s) shall put their signage etc. in specifications/colour combination etc. approved and only in the area demarcated by the Developer.
35. The Intending Allottee(s) agree and accept that the Developer shall have the right to raise finance for the project from any Bank/Financial Institutions/Body Corporate and for this purpose create equitable mortgage (mortgage by deposit of title deed) on the said land in favor of one or more such Financial Institutions etc. and on such terms and conditions as considered appropriate by the Developer.
36. The Intending Allottee(s) agree and accept that the Developer shall have the first lien and charge on the office space in the event of the Intending Allottee(s) parting with any interest herein.
37. The Intending Allottee(s) agree and accept that strict parking discipline shall be maintained in the IT Park and the cars shall be parked in the allotted slots.
38. The Intending Allottee shall indemnify and hold harmless the Developer against any delay or default on account of the Intending Allottee(s) not complying with all or any of these General Terms and Conditions.
39. If the Intending Allottee(s) is residing outside India, the Intending Allottee(s) shall obtain all requisite approvals from the concerned authorities for entering into this transaction. The Developer shall not be responsible for any wrong/false/inadequate information provided by the Intending Allottee(s).
40. The Intending Allottee(s) shall have their complete and correct address(es) registered with the Developer at the time of registration and it shall be their responsibility to inform the Developer by registered post acknowledgement due about all subsequent changes, if any, in their address(es), failing which all demand notices and communications posted at the first registered address(es) shall be deemed to have been received by him/her/them at the time when those should ordinarily reach at such address(es) and the Intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur therefrom.
41. The Intending Allottee(s) agree and accept that they shall not assail this Terms and Conditions on the ground of want of mutuality even if any stipulations herein are held to be lacking mutuality.
42. If any of these General Terms and Conditions either in whole or in part, is rendered invalid or unenforceable but would be valid or unenforceable if some part was/is deleted, that provision shall apply with such deletions as may be necessary to make it valid, If any Court/Tribunal of competent jurisdiction holds any of the provisions of these General Terms and Conditions unlawful or otherwise ineffective, the remainder of these General Terms and Conditions will remain in full force and the unlawful or otherwise ineffective condition shall be substituted by a new Condition reflecting the intent of the provision so substituted. Further, in case, any of the provisions of present General Terms and Conditions are contradictory to RERA Act and Rules framed thereunder, then the provisions of said RERA Act and Rules framed thereunder shall prevail.
43. The Intending Allottee(s) agree and accept that the Developer will have the right to amend the annexures in the best interest of the Intending Allottee(s) and the IT Park.
44. The General Terms and Conditions as mentioned above are not exhaustive for the purpose of allotment of the Office space to the Intending Allottee(s) and may further be supplemented and/or amended.

Allottee _____

Co-Allottee _____

45. The Intending Allottee(s) agree and accept that all or any disputes arising out or touching upon or in relation to the terms of these General Terms and Conditions, including the interpretation and validity of the terms thereof shall be referred to a person appointed by the Developer as a Sole Arbitrator and the Arbitrator's decision shall be final and binding upon the parties. The provisions of the Arbitration and Conciliation Act, 1996 as amended, restated and replaced would govern such arbitration proceedings. The Intending Allottee(s) hereby confirm that it/ they shall have no objection to this appointment of the Sole Arbitrator, on the ground that he is or was under the employment of the Developer and or was or is an advisor to the Developer, and the Intending Allottee(s) shall have no doubts as to the independence or impartiality of the said Sole Arbitrator so appointed by the Developer. The venue of the arbitration shall be at New Delhi.
46. Only the courts in Noida and the High Court at Allahabad shall have sole and exclusive jurisdiction in all matters arising out of or concerning these General Terms and Conditions.
47. The Intending Allottee(s) do hereby declare that the above terms and conditions have been read and understood by them and the same are acceptable to them. The Intending Allottee(s) herein unequivocally agree, affirm and undertake to abide by the terms and conditions as mentioned herein.
48. These General Terms and Conditions are made in two copies, one for each party.

Declaration by NRI/Foreign Nationals

I shall be solely responsible to comply with the requirement as laid down in the Foreign Exchange Management Act, 1999 and other applicable laws including that of remittance of payment(s) and obtaining permission as prescribed by law for acquisition of property in India. The Developer/Promoter will not be responsible or liable for any concealments or violations in this respect.

(Signature)

Annexure -I - Payment Plan/schedule
Annexure -II - Floor Plan

	Name	Signature
First/ Sole Applicant		
Co-Applicant		

Witness	Name & Address	Signature
1.		
2.		
Date		Place Noida

Allottee_____

Co-Allottee_____