



WINDSOR
ARROW
Infratech Pvt. Ltd.

ALLOTMENT LETTER

Premium
TOWER

at

OFFICER
CITY 2

Raj Nagar Extn., Ghaziabad

Head Office: B-206, Ansal Chamber-I, Bhikaji Cama Place, New Delhi - 110 066 | Tel.: 011-46190100 | Fax: 011-26193448
Site Office: Officer City-2, Raj Nagar Extension, National Highway-58, Ghaziabad, UP
E-mail: info@windsorinfra.com | **Web:** www.windsorinfra.com



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उत्तर प्रदेश UTTAR PRADESH

CA 74108

AGREEMENT TO SELL / ALLOTMENT LETTER

Seller: M/s. Windsor Arrow Infratech Private Limited
B-206, Ansal Chamber – 1,
Bhikaji Cama Place,
New Delhi – 110066 (Delhi)

Buyer: Mr. Pankaj Singhal
S/o, Shri Raghunath Prasad Agarwal
H. No. – 114, 2nd Floor, Sector 5, Rachna,
Vaishali,
Distt. – Ghaziabad (Uttar Pradesh)

Flat No. 1108 in "Premium Tower", Block – H, Officer City 2, Raj Nagar
Extension, National Highway – 58, Ghaziabad, Uttar Pradesh.

Other Term & Conditions - As per Allotment Letter

For Windsor Arrow Infratech Private Limited

Authorised Signatory

(Signature of Seller)

(Signature of Buyer)

ALLOTMENT LETTER

This allotment letter is issued on this 12 December 2014 by M/s. Windsor Arrow Infratech Pvt. Ltd. a Company incorporated under the Companies Act, 1956 having its registered office at B-206, Ansal Chamber -I, Bhikaji Cama Place, New Delhi-110066 (hereinafter referred to as the COMPANY, which expression shall include its assigns and successors etc. unless the subject and context requires otherwise).

IN FAVOUR OF

Applicant

Mr./Mrs./Ms. PANKAJ SINGHAL
S/o/W/o/D/o SHRI RAGHUNATH PRASAD AGARWAL
Address H. No.-114, 2nd FLOOR, SECTOR 5, RACHNA
VAISHALI, GHAZIABAD
Email ID: Pankaj_sin@yahoo.com
PAN No: AYUPS5924R Mobile/ Telephone No: 9871381522

Co-Applciant - 1

Mr./Mrs./Ms. _____
S/o/W/o/D/o _____
Address _____

Email ID: _____
PAN No: _____ Mobile/ Telephone No: _____

Co-Applciant - 2

Mr./Mrs./Ms. _____
S/o/W/o/D/o _____
Address _____

Email ID: _____
PAN No: _____ Mobile/ Telephone No: _____

(Hereinafter referred to as the ALLOTTEE(S), which expression shall include his/her assigns and successors etc. unless the subject and context requires otherwise)

For Windsor Arrow Infratech Pvt. Limited

Company

Authorised Signatory

 **WINDSOR
ARROW**
Infratech Pvt. Ltd.


Allottee(s)

To,



Co-Applicant (1)



Co-Applicant (2)

Please refer to your application dated _____ with M/s. Windsor Arrow Infratech Pvt. Ltd. having registered office at B-206, Ansal Chamber-I, Bhikaji Cama Place, New Delhi-110066. We are pleased to allot you unit in Premium Tower, Block -H, Officer City-2 a Residential Tower in itself at Raj Nagar Extension, NH-4 Ghaziabad (U.P.) as per details below:

This allotment is subject to the terms and conditions detailed below and shall prevail over all other terms and conditions given in our brochures, advertisements, price lists and any other sale document. This cancels all previous allotment letter issued against this allotment, if any. You are requested to quote the allotment No. in all future communication with us.

Unit Details

BHK TWO / Unit No. 1108 / Floor ELEVEN / Tower PREMIUM / Block 'H'
Super Area 995 (Sq. ft.)

TOTAL PRICE (Inclusive all charges payable along with basic cost) Rs. 30,31,000
(Rupee THIRTY LAC THIRTY ONE THOUSAND ONLY) on _____

Note: Taxes will be extra as service tax and other applicable taxes.

Booking Amount: Rs. 4,00,000/-

(Paid vide Receipt No. <u>321</u> / dt. <u>30/10/14</u> / Rs. <u>1,00,000</u>
Receipt No. <u>329</u> / dt. <u>05/12/14</u> / Rs. <u>3,00,000</u>
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____
Receipt No. _____ / dt. _____ / Rs. _____

(Allotment Letter is subject to the realization of the booking amount through cheque/draft.)

For Windsor Arrow Infratech Private Limited

Company

Authorized Signatory



**WINDSOR
ARROW**
Infratech Pvt. Ltd.

Allottee(s)

Payment Plan

S. No.	Particulars	Amount (Rs.)
(A)	Basic Cost	
(i)	Basic Price	Rs. 30,31,000/-
(ii)	Preferred Floor Charges	Rs. —
(iii)	Preferential Location Charges (PLC)	Rs. —
(iv)	Car Parking Covered (One)	Rs. FREE
(v)	EDC	Rs. —
(vi)	EEC	Rs. —
(vii)	FFC	Rs. —
(viii)	Other Charges	Rs. —
	Total (A)	Rs. 30,31,000/-
(B)	Other Charges	
(i)	IFMS	Rs. —
(ii)	Club Membership	Rs. FREE
(iii)	Elect.+Power Backup <u>ONE</u> KVA	Rs. FREE
(iv)	Other Charges if any	Rs. —
	Total (B)	Rs. —
	Cost of Unit (A + B)	Rs. 30,31,000/-

- Service Tax(s)/stamp duty for registration is not included in cost of Unit and will be payable on total cost of unit as applicable from time to time. Please pay the installment after addition of service tax(s).
- Other Taxes will be extra as applicable.

Possession

Possession of the unit will be given within 16 (Sixteen) months from the date of Agreement of the Flat subject to the receipt of the entire Basic Price, other charges, registration charges and any other charges as may be intimated by the Company. Further the possession of the unit will be given after the execution of the Sale Deed in favour of the Allottee/s

*The installment demand notice given by the Company shall be to the effect that installment has become due as state above shall be final & binding on customer. It is also made clear that timely payment of all installments is essence of the allotment.

For Windsor Arrow Infratech Pvt. Ltd.

Company

Authorised Signatory



**WINDSOR
ARROW**
Infratech Pvt. Ltd.

Allottee(s)

Construction Linked Payment Plan, (CLP)

S.No.	Construction Linked Payment Plan, (CLP)	% of Amount
1.	At The Time of Booking	10% of Total Flat Cost
2.	Within 30 Days	5% of Total Flat Cost
3.	At The Time Excavation	10% of Total Flat Cost
4.	On Casting of Raft Foundation	10% of Total Flat Cost
5.	On Casting of Basement Slab	10% of Total Flat Cost
6.	On Casting 1st Floor Slab	10% of Total Flat Cost
7.	On Casting 3rd Floor Slab	10% of Total Flat Cost
8.	On Casting 5th Floor Slab	10% of Total Flat Cost
9.	On Casting 7th Floor Slab	10% of Total Flat Cost
10.	On Casting 9th Floor Slab	5% of Total Flat Cost
11.	On Completion of Structure	5% of Total Flat Cost
12.	At The Time of Possession	5% of Total Flat Cost

For Windsor Arrow Infratech Private Limited

Company

Authorised Signatory



**WINDSOR
ARROW**
Infratech Pvt. Ltd.

[Signature]
Allottee(s)

COMPANY'S REPRESENTATION

WHEREAS the Company is developing a Residential Tower in the name of Premium Tower, Block-H, on the total purchased land measuring 2673.32 sq. mtr. approx. located at Officer City-2, Raj Nagar Extension, NH-58, Ghaziabad (UP).

ANDWHEREAS the Company is authorized to develop the residential tower at Raj Nagar Extn. NH-58 Ghaziabad, UP, with all requisite license, permission and approval etc. provided by the Ghaziabad Development Authority (GDA).

ALLOTTEE'S REPRESENTATION

ANDWHEREAS the Allottee(s) has represented that he/she has applied for allotment of the said Unit after understanding the super area and built area of the unit and also with full knowledge of all laws, notifications and rules applicable to the area in general and the arrangements pertaining to the said Residential Tower named as "PREMIUM TOWER", and has satisfied himself in respect of ownership title of the particular which have been explained by the Company and understood by him.

ANDWHEREAS the Allottee(s) has represented that he/she has seen the relevant documents/papers pertaining to the said "PREMIUM TOWER" and is fully satisfied that the title of the land of the said "PREMIUM TOWER" is marketable and the Company has right and authority of developing and selling the said "PREMIUM TOWER". The Allottee(s) has also seen and understood the plans, designs and specification of the said unit and the "PREMIUM TOWER" and is willing to purchase the said unit.

STANDARD TERMS & CONDITIONS OF ALLOTMENT LETTER

NOW, THEREFORE, THIS ALLOTMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

A. Payments

1. That the timely payment of installments as indicated in the payment plan is the essence of the allotment. If any installment as per the schedule is not paid by the due date, the Company will charge interest at the rate of 18% p.a. on the delayed payment for the first month and if the default further continues the allottee(s) shall be liable to pay interest at the rate of 24% p.a. from the date of default. If the delay in payment of the installments continues even after the lapse of two consecutive months in that eventuality the allotment shall be cancelled without any prior notice/intimation to the allottee(s) and the allottee(s) shall have no lien on the unit. In the event of cancellation, 15% of the total basic price of the unit with all taxes and charges paid by the Company with respect to the allotted unit will be stand forfeited and the balance amount, if any, will be refunded without any interest.

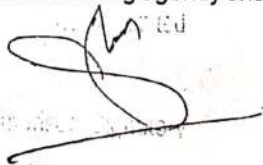
However, in exceptional and genuine circumstances the Company may, at its sole discretion condone the delay in payment of installments exceeding two months by charging interest at the rate of 30% p.a. and restore the allotment in case it has not been allotted to someone else on the waiting list. In such a situation, an alternate unit if available may be offered in lieu of the same.

2. That for preferentially located units, allottee(s) shall be liable to pay according to the price list of the Company along with other extra charges payable, if any.
3. That in case the applicant, at any time desires for cancellation of the allotment, it may be agreed to, though in such a case, 15% of the total basic price of the unit with all taxes and charges paid by the Company with respect to the allotted unit will be forfeited and the balance, if any, will be refunded without any interest.
4. That in case the Allottee(s) wants to avail of a loan facility from his employer or any financial institution or any bank to facilitate the purchase of the unit applied for, the Company shall facilitate the process subject to the following conditions:

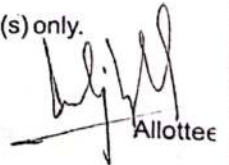
- (i) The terms of the financing agency shall exclusively be binding and applicable upon the Allottee(s) only.

For Wind

Company



**WINDSOR
ARROW**
InfraTech Pvt. Ltd.



Allottee

- (ii) The responsibility of the getting the loan sanctioned and disbursed as per the Company's payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Company, as per schedule, shall be ensured by the Allottee(s), failing which, the Allottee(s) shall be governed by the provisions contained in clause 1 as above.
5. That the Allottee(s) confirm that all payments made towards Allotment of unit have accounted for in this letter of Allotment. Allottee(s) further declare that he/she will make all future payments on time through account payee cheque/DD/PO in favour of M/s. Windsor Arrow Infratech Pvt. Ltd. against booked unit and will take proper receipt for the same and in case the payment is made to anybody other than the Company, Allottee(s) will be solely responsible and liable for the said payment.
6. That in case payment/part payment towards cost of unit is/has been made by third person on behalf of the applicant or co-applicant and such third person claims any right, title or interest from the Company on the ground of payment being made or having been made by him, the applicant and co-applicant undertakes to indemnify and keep the said Company indemnified at all time for any loss and/or damage cause/to be caused to it on account of payment being made or having been made by such third person.
7. In case such third person raises objection against right, title or interest of the applicant and co-applicant on account of payment being made or having been made by him, the Company has right to cancel the unit and refund the amount to such third person.

Construction and Completion:

1. That the specifications for the unit are shown in the specification sheet (as Annexure I) Any additional/better specification for individual unit requested for by the Allottee(s) well in time may be provided, if technically feasible, which will be charged extra as demanded by the Company. Such demand for extra work / facility shall be binding on the allottee.
2. That the specification shown in the specification sheet are indicative only and that the Company may on its own provide additional/better specification and/or facilities other than those mentioned in the specifications sheet or sale brochures due to technical reasons including non-availability of certain material of acceptable quality and price or due to popular demand or for reasons of overall betterment of the complex/individual unit (with the consent of Allottee(s) in writing). The proportionate cost of such changes will be borne by the Allottee(s).
3. That the completion of the unit will be done as per the completion date subject to receiving the entire cost and other payment as per the terms of allotment. However, if the allottee(s) opts to pay in advance of schedule, a suitable discount may be allowed but the completion schedule shall remain unaffected. In case the allottee(s) insists for early completion of the flat the Company shall try to do the same. In such a case, the discount offered on advance payment shall proportionally be reduced but early completion of the unit shall in any case not be binding on the Company.
4. That the drawing shown in the sale documents are provisional and tentative and subject to changes by the architect/Company before or during the course of construction without any objection or claim from the Allottee(s). Within the agreed consideration costs, the Company shall complete all the civil work, plumbing, sanitary work, joinery, painting & polishing, internal electrification (excluding bulbs, tubes, fans and geysers etc.), external development which inter alia includes laying of road, water lines, sewer lines and electric lines within the Premium Tower. The external services like water supply network, sewer, storm water drains, roads, electricity outside the complex to be connected to the internal services are to be provided by the M/S. M. R. Proview Realtech Pvt. Ltd. The unit shall, in particular, comprise of specification as mentioned in the Specification Sheet.
5. That the allottee/s shall be offered membership of the recreational club in the complex for which admission fees is inclusive into other charges along with basic cost of above said flat. The Allottee(s) will not have any ownership right on the club or the club lawn. The allottee(s) will have to abide by the terms of membership of the club including payment of recurring annual/monthly charges as well as usage charges.

Windsor Arrow Infratech Private Limited

Company

Authorised Signatory



**WINDSOR
ARROW**
Infratech Pvt. Ltd.

[Signature]
Allottee(s)

2. That the maintenance of the residential unit including all walls and partitions sewers, drains, pipes etc. shall be the exclusive responsibility of the Allottee(s) from the date of the possession. Further, the Allottee(s) will neither himself do nor permit anything to be done which damages any part of the building, the staircase, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities. The Allottee(s) shall be liable to rectify such damages to the satisfaction of the parties concerned, failing which the Company may recover the expenditure incurred in rectification from the Allottee(s).
3. As getting requisite license and other approvals from the Ghaziabad Development Authority so the Allottee(s) shall pay to "Windsor Arrow Infratech Pvt. Ltd." or its nominee/ agency as appointed such Charges as may be determined for maintaining various services/ facilities in the residential complex 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 any 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 of the building and other charges, Allottee(s) agrees to pay on demand taxes/Cess of any kind whatsoever, whether levied now or in future on land and/or Flat (s) as the case may be, from the date of allotment of the Flat and so long as each Flat is not separately assessed or such taxes for the land and/or building(s)/tower(s), and the same shall be payable and be paid by the Allottee(s) in proportion to the area of his/her/their Flat(s). Such apportionment shall be made by the Windsor Arrow Infratech Pvt. Ltd. or any other its agency appointed, as the case may be, and the same shall be conclusive, final and binding upon the Allottee(s).
4. All rates, House Tax/ Property Tax, Water Tax, Sewer Tax, Wealth Tax, Service Tax, Cesses, Levis Sales Tax, Trade Tax, Metro Cess, VAT, ESI, PF and Taxes of all and any kind by whatever name called now or in future imposed by any Local Authorities, State Government, Central Government or Court as the case may be shall be payable and be paid by the Allottee(s).
5. It is made clear by the Company and agreed by Flat Allottee that the payment of External Development Charges that is included within total cost of the abovesaid flat is levied, by whatever name called or in whatever form and with all such conditions imposed, by the U.P. Government and/or any competent authority(ies) and if in future there is increase in External Development Charges shall always be solely to the account of flat allottee to be borne and paid by all the flat Allottee in proportion to the super area of their respective Flats to the total super area of all the Flats in all the building in the said Complex. Furthermore, if such charges are increased (including with retrospective effect) after the sale deed has been executed then such charges shall be treated as unpaid sale price of the said flat and the company shall have the first charge /lien on the said flat for recovery of such charges from Flat allottee.
6. That the central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block/tower for organizing meetings and small functions, the same shall be used on cost sharing basis.
7. That the Allottee(s) will allow the maintenance teams to have full access to and through his unit for the periodic inspection, maintenance and repair of the service conduits and the structure.
8. The terrace rights of the block vests with the Company. However the Allottee(s) shall have the right to approach the terrace for maintenance of water tanks, antenna etc.

For Windsor Arrow Infratech Pvt. Ltd.

Company

Authorised Signatory



**WINDSOR
ARROW**
Infratech Pvt. Ltd.

Allottee(s)


21. Allottee(s) has gone through the contents of the sale deed in favour of the Company in respect of the said land and Allottee(s) has fully satisfied himself about the interest and the title of the Company in the said land on which the unit as a part of group housing is being constructed and has understood all limitations and obligations in respect thereof and there will be no objection by the Allottee(s) in this respect.
22. That in case of any dispute between the Co-Allottee(s), the decision from the competent court shall be honored by the Company.
23. That, if any provision of this allotment is determined to be void or unenforceable under any applicable law, such provision shall be deemed to have been amended or deleted in as far as it may reasonably be inconsistent with the purpose of this Allotment and to the extent necessary to conform to the applicable law and the remaining provisions of this Allotment shall remain valid and enforceable in accordance with other terms. It shall not render this Allotment void in any circumstances. Further, in case of any repugnancy or difference in the terms and conditions of any prior document and this Allotment, the terms and conditions contained in this Allotment shall prevail and be binding on both the parties.
24. That the said building shall always be known as "PREMIUM TOWER" and this name shall never be changed by the Allottee(s) or anybody else.
25. That the High court of Allahabad and the courts subordinate to it at Ghaziabad alone shall have jurisdiction in all matters arising out or in connection with this Allotment.

Dated: 12 December, 2014

Place: Ghaziabad

For Windsor Arrow Infratech Pvt. Ltd.

For Windsor Arrow Infratech Private Limited


Authorized Signatory

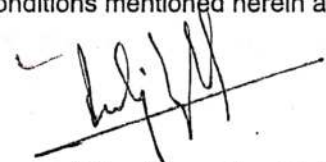
Company

Witnesses:

1. _____

2. _____

I / We hereby accept the allotment on the terms and conditions mentioned herein above.



(Signature of the Allottee(s))

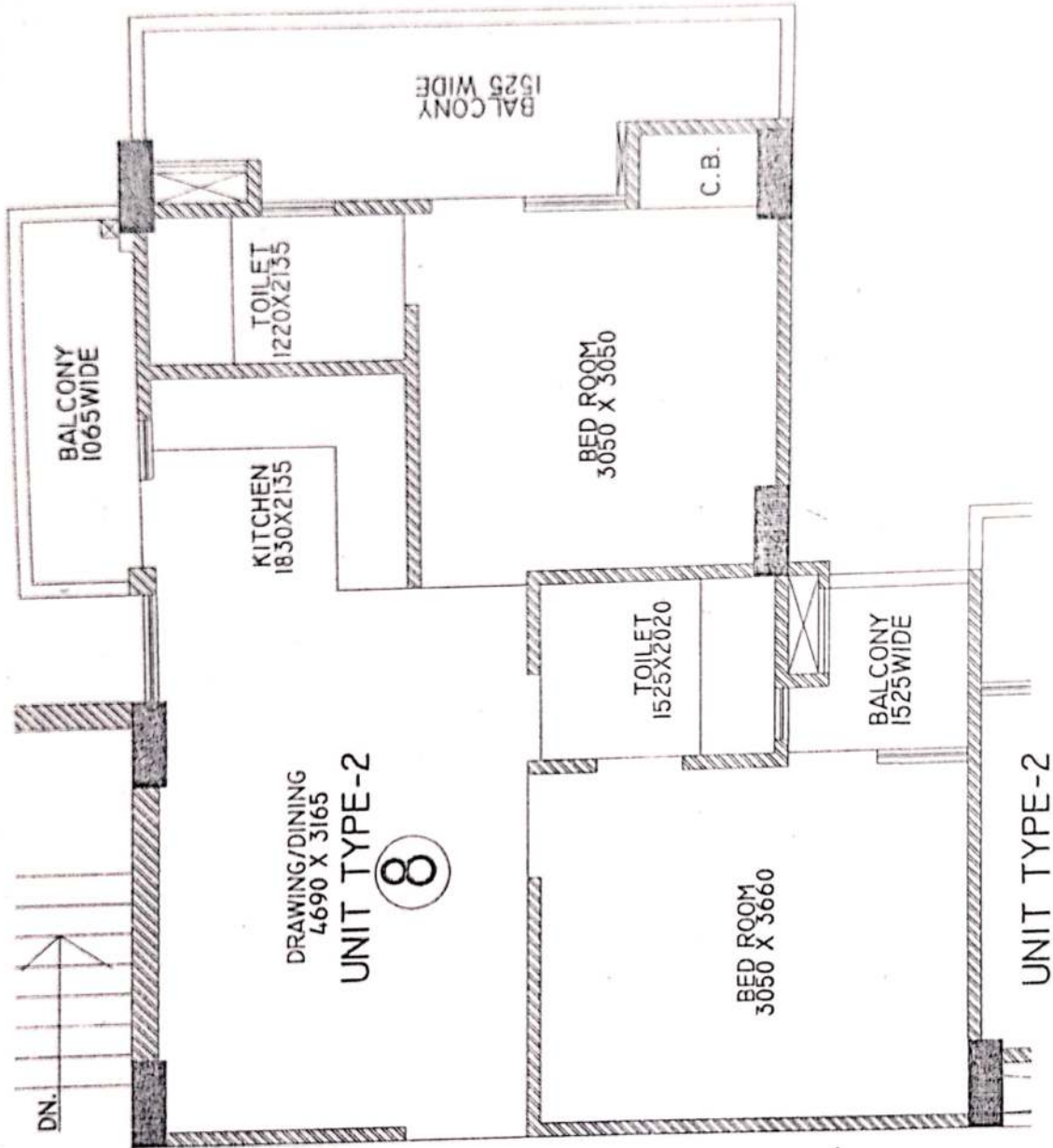
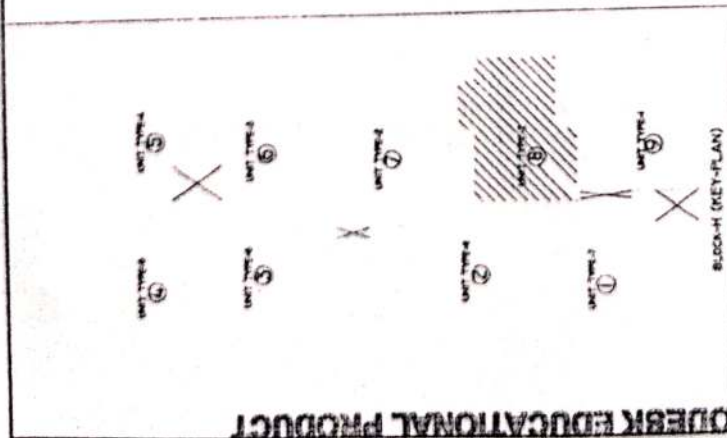
For Windsor Arrow Infratech Private Limited


Company Authorized Signatory

 **WINDSOR
ARROW**
Infratech Pvt. Ltd.


Allottee(s)

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT



UNIT TYPE-2

PREMIUM TOWER BLOCK-H OFFICER CITY-2
NH-58 RAJ NAGAR EXT. GHAZIABAD

For Windsor Arrow Intertech Private Limited

Authorized Signatory