

**Application Form**  
**Provisional Booking of Residential Apartment in**  
**WINDSOR MAJESTY**  
**(RERA NO. - UPRERAPRJ.....)**

To,  
**Windsor Paradise Heights Pvt. Ltd.**  
Corporate Office: 27A, 3rd Floor,  
GNB MALL, Raj Nagar Extension,  
Ghaziabad-201017.

Dear Sir/Madam,

I/we request that I/we may be registered for Allotment of Apartment/Unit (hereinafter referred to as the “**Apartment/Unit**”) in “**Windsor Majesty**” proposed to be developed by “**Windsor Paradise Heights Pvt. Ltd.**”.

I/We agree to sign and execute, as and when required, the “**Agreement for Sale**” containing the terms and conditions of Allotment of the Apartment/Unit and other related documents as prescribed, on the format provided by the Promoter.

I/We also agree to abide by the General terms and conditions of registration for allotment of an Apartment/Unit in the said Project as given herein below, which I/We have read and completely understood.

I/We remit a sum of Rs. \_\_\_\_\_ (Rupees.....)  
by the Bank Draft/Cheque/NEFT/RTGS/IMPS/Funds Transfer No..... Dated.....  
Drawn on \_\_\_\_\_ payable at Ghaziabad (All drafts and cheques to be made in favour  
of **Windsor Paradise Heights Private Limited Collection Account for Windsor Majesty**  
A/C No.57500001539312, IFSC Code:-**HDFC0009481, HDFC Bank** as registration amount  
for allotment of the apartment/Unit.

I/We understand and agree that this application submitted by me / us for the registration for allotment shall not mean that I/We am/are entitled for the allotment of the Apartment / Unit in the said Project. The allotment of Apartment / Unit is solely at the discretion of the Promoter and the Promoter has the right to reject any application for allotment without assigning any reason. In the event the Promoter decides to reject any application for allotment of Apartment / Unit, the Promoter shall not be obliged to give any reason for such rejection and any such decision of the Promoter rejecting any application for allotment of Apartment / Unit shall be final and binding on the intending Allottee(s).

I/We understand that the expression “**Allotment**” wherever used in the general terms and conditions for registration of allotment, as, mentioned herein, shall always means provisional allotment of the Apartment / Unit and the allotment shall remain provisional till such time as the “**Agreement for Sale**” is unconditionally executed by me / us and returned to the Promoter.

I/We have perused the **Price list cum payment plan** and agree to pay as per the **Payment Plan** opted by me / us.

**Note:-**

- (1) In case the cheque comprising the registration amount is dishonoured due to any reason, the Promoter reserves the right to cancel the registration without giving any notice to the applicant(s).
- (2) All amounts received from the intending Allottee(s) other than resident Indian shall be from NRE/NRO/Foreign currency account only.

**PARTICULARS OF INTENDING ALLOTTEE**

**SOLE/FIRST INTENDING ALLOTTEE**

Mr. /Mrs. /Ms.: \_\_\_\_\_  
 S/W/D of : \_\_\_\_\_  
 Guardian's Name (in case of minor): \_\_\_\_\_  
 \_\_\_\_\_  
 Residential Status: Resident/Non-Resident: \_\_\_\_\_  
 PAN: \_\_\_\_\_  
 Aadhaar No.: \_\_\_\_\_  
 Occupation: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone/Mobile: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_

Please sign across the  
Photograph

Please sign across the  
Photograph

### CO – SECOND INTENDING ALLOTTEE

Mr. /Mrs. /Ms.: \_\_\_\_\_  
 S/W/D of: \_\_\_\_\_  
 Guardian's Name (in case of minor): \_\_\_\_\_  
 \_\_\_\_\_  
 Residential Status: Resident/Non-Resident: \_\_\_\_\_  
 PAN: \_\_\_\_\_  
 Aadhaar No.: \_\_\_\_\_  
 Occupation: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 Phone/Mobile: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

#### A. BIRTHDAY

- i. \_\_\_\_\_  
 ii. \_\_\_\_\_

#### B. ANNIVERSARY

- i. \_\_\_\_\_  
 ii. \_\_\_\_\_

**IN CASE THE APPLICANT IS A COMPANY/FIRM /TRUST/SOCIETY/HUF/ANY OTHER**

Name of the Applicant : \_\_\_\_\_

Through Mr./Mrs./Ms. : \_\_\_\_\_ Designation : \_\_\_\_\_

Authorized vide Document No. : \_\_\_\_\_ Dated : \_\_\_\_\_

CIN Registration No. : \_\_\_\_\_

PAN : \_\_\_\_\_

Aadhar No. of the Authorised Signatory : \_\_\_\_\_

PAN of the Authorised Signatory : \_\_\_\_\_

Address (Registered Office) : \_\_\_\_\_

\_\_\_\_\_

Address (Corporate Office) : \_\_\_\_\_

\_\_\_\_\_

Please sign across the  
Photograph

**Property Registration Detail**

The Applicants acknowledges that the Company has provided ~~all the requested~~ information and clarifications and they are satisfied with the same. The applicant(s) have relied on their own judgement and conducted due diligence before deciding to apply for the said apartment/unit

Apartment/Unit No..... Tower..... Floor.....

Carpet Area of Apartment/Unit .....Sq.Mtr.(Sq.Ft approx.)

Total Area of Apartment/Unit .....Sq.Mtr.(i.e.....Sq.Ft approx.)

\*1 SQ .Mtr=10.764sq.ft.

**Payment Plan Option:**

☐ D.P. \_\_\_\_\_

☐ C.L.P \_\_\_\_\_

☐ Flexi \_\_\_\_\_

☐ Super Flexi \_\_\_\_\_

**I/We the above applicants(s) do hereby declare that the terms and conditions of this application have been read/understood by me/us and the same are acceptable to me/us. I/We the above applicant(s) unequivocally agree affirm and undertake to abide by the terms and conditions of the applicant as mentioned herein and further declare that the above particulars/information given by me/us are true and correct and nothing is concealed therefrom**

.....  
SOLE/FIRST APPLICANT

.....  
CO-APPLICANT

PLACE.....

DATE.....

FOR OFFICE USE ONLY

**CONSIDERATION: (Amount in Rs.)**

Sale Price		
------------	--	--

Preferential Location Charges (PLC) Corner , View	@ Rs. _____per sq. ft @ Rs. _____per sq. ft	Rs. ....
Car Parking:	Basement	
Club Membership	Rs.	
Power Back-up	Rs.               /- per KVA	Total (               /-per KVA x KVA)  Rs. ....
Infrastructure for Electric Meter, Power Backup Meter charges	Rs.               /- Per       KVA	Total     : Rs. -----/-

**Plus applicable government/authority taxes, GST, labor cess, levies, and duties are payable along with each installment**

**Other Applicable Charges to be paid extra:**

- **Labour Cess, Registration Charges, Stamp Duty, Legal Charges, Water connections & Sewerage @ Rs. -----/- , IGL pipeline charges @ Rs. -----/- upto Tower at Ground Floor and any other Government Charges are payable extra.**
- **AMC with Common Electricity Charges and club operational charges for 24 months, along with an advance sinking fund for 24 months.**
- **IFMS @ Rs. 30/- per sq.ft**
- **All payments are payable in favour of “Windsor Paradise Heights Private Limited, Collection Account for Windsor Majesty”**
- **A/C No.57500001539312, IFSC Code:-HDFC0009481, HDFC Bank Ltd.**

**Intending Allottee(s)**

**CHANNEL PARTNER DETAILS:**

Name of Channel Partner.....

Name of the Firm.....

Registration No.(RERA).....

**For Office Use Only**

1. Application received by.....

2. Application accepted/rejected.....

3. Registration money received vide R. No..... Dated.....  
Rs...../-

## DEFINITIONS AND INTERPRETATION

1. **Legal Title:** Refers to the ownership title of the land where the project is to be developed, supported by legally valid documents authenticated for title verification.
2. **Sanctioned Plan:** Includes the approved site plan, building plan, service plan, parking and circulation plan, landscape plan, layout plan, structural designs, and other necessary permissions granted by the competent authority.
3. **Apartment:** A self-contained unit, identified as a block, dwelling unit, flat, showroom, shop, premises, suite, tenement, or similar, comprising one or more rooms or enclosed spaces across one or multiple floors. It is designated for residential or commercial purposes, such as residence, shop, showroom, warehouse, business, trade, or any related ancillary use.
4. **Applicant:** A person(s) applying for the allotment of an apartment/unit, as specified in the booking application form, who has acknowledged and agreed to the terms and conditions by signing the form.
5. **Allottee(s):** An individual to whom an apartment or building has been allotted, sold (freehold or leasehold), or transferred by the promoter. This includes any subsequent purchaser but excludes individuals renting the apartment or building.
6. **Carpet Area:** The net usable floor area of an apartment, excluding external walls, service shafts, exclusive balcony/verandah areas, and exclusive open terraces. It includes the area covered by internal partition walls.

**Explanation:** For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee.

7. **Common Area:** Comprises:

- Shared facilities such as staircases, lifts, lobbies, fire escapes, and common entry/exit points.
  - Accommodation for security personnel, community service staff, and property management employees.
  - Essential utilities like water tanks, motors, fans, compressors, and other installations for communal use.
  - Community and commercial facilities designated as common areas.
  - Other areas crucial for the project's maintenance, safety, and common use.
8. **Independent Area:** Includes commercial spaces, Extra Parking's, convenience shops, banquet hall and club that are not categorized as common areas. These spaces may be sold independently by the developer without interference from other apartment owners.
9. **Limited Common Area & Facilities:** Common areas and facilities reserved for exclusive use by specific apartments, such as open/stilt/basement parking spaces and storage areas.

**10. GDA:** means “Ghaziabad Development Authority”

**11. Development Work: Encompasses both external and internal development activities:**

- **External Development Works:** Infrastructure outside the project’s boundary, including roads, landscaping, water supply, drainage systems, electricity infrastructure, and waste management. These works are executed by Ghaziabad Development Authority (GDA), with charges already paid by the developer.
- **Internal Development Works:** Infrastructure within the project, such as roads, footpaths, water supply, sewerage, parks, street lighting, and fire safety measures, as per sanctioned plans.

**11. Completion Certificate:** A certificate issued by the competent authority, confirming that the project has been developed as per the sanctioned plan and local regulations.

**12. Club & Banquet:** Includes facilities like an air-conditioned gym, multipurpose hall, and indoor games (pool table, carom, etc.), accessible for common use by residents.

**13. Defect Liability Period:** That there will be defect liability period of Five years as per Uttar Pradesh Real Estate (Regulation and Development) Rules 2016, from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, Pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought-out items most of which are covered under warranty by the manufacturers themselves. In case the flat owner(s) has/have made internal changes for the interior of the apartment/unit including covering of balcony by any means or the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability period.

**14. Facilities of the Project:** Includes amenities such as all green areas and club and banquet hall facilities.

**15. Date of Booking:** The date stated in the booking/provisional booking application form, marking the deposit of the token amount or 10% of the total price + applicable taxes.

**16. Allotment Letter:** A formal document issued by the company confirming the booking of an apartment/unit and outlining the terms and conditions of allotment.

**17. Payment Plan:** The agreed schedule for payment of the apartment/unit cost and associated charges, signed by the applicant at the time of booking.

**18. Agreement to Sale:** A legally binding agreement detailing the terms and conditions for the allotment of an apartment/unit.

**19. Earnest Money:** Means 10% of the Sale price of the Said Apartment. In case the applicant failed to complete the value of minimum 10% of the total sale price plus taxes within 7 days from the submission of the application, subject to other terms, for the confirmation of the booking, the Builder/ Developer Company has a right to cancel the booking application form and forfeit the amount so deposited along with the booking application forms, towards administrative charges. It has been further made clear that in case the applicant/ allottee surrender/ cancel their booking/ allotment (post confirmation) at any stage due to any reason whatsoever, in that case 10% of the total sale price + Taxes shall be forfeited and balance amount if any, shall be refunded without any interest. In case of cancellation of the booking done through any dealer/ brokers/channel partners amount paid towards brokerage/commission will also be forfeited.

- 20. Preferential Location Charges (PLC):** Additional charges based on the preferential location of the apartment, calculated per Total area.
- 21. Interest:** means the rates of interest payable by the promoter or the allottee(s), at the rates specified.
- 22. Taxes:** All applicable taxes, including GST, labour cess, metro cess, and other levies, paid or payable in connection with project development and construction.
- 23. Restoration:** The reinstatement of an allotment upon condoning payment delays or breaches, subject to the promoter's discretion and as detailed in the agreement to sale.
- 24. Date of Possession:** The date on which possession of the apartment is offered to the allottee(s), as specified in the agreement to sale.
- 25. Fit-Out Period:** A six-month period after full payment, during which final installations (sanitary ware, kitchen sink, fittings, hardware, and final paint coat) are completed before possession
- 26. Cancellation:** Termination of an apartment booking due to non-payment as per the agreed payment plan or breach of booking terms. Failure to pay at least 10% of the total sale price plus taxes within seven days of application submission may lead to cancellation and forfeiture of deposited amounts.
- 27. Maintenance Agreement:** A contract between the apartment/unit owner and the facility management agency for maintenance services, effective after the execution of the conveyance/transfer deed.
- 28. Association of Apartment Owners:** A collective body of apartment owners within the project, formed under the Uttar Pradesh Apartment Act 2010 and governed by its bylaws.
- 29. Apartment Owner:** A person or entity owning an apartment and an undivided share in the common areas, as specified in the deed of apartment.
- 30. IFMS (Interest-Free Maintenance Security):** A security deposit collected for project maintenance, used in case of delayed maintenance charge payments and unforeseen repairs/ replacement.
- 31. Force Majeure:** Events beyond the promoter's control, including but not limited to: (i) by the exercise of reasonable diligence, or (ii) despite the adoption of reasonable precautions and/or alternative measures be prevented, or caused to be prevented, including: (a) acts of God, comprising fire, drought, flood, earthquake, in the event that government authorities delay or deny approvals of drawings and NOCs, other natural disasters or calamities ; (b) explosions or accidents, and terrorist attacks; (c) strikes, labour unrest or lock outs; (d) pandemics and epidemics ( e) any lock down declared by state or central government and/or (f) any event or circumstance analogous to the foregoing, Non-availability of essential construction materials and water or electric supply (g) war, civil commotion (h) any notice, order, rule, notification of the Government and/or other public or competent authority which prohibits promoter from undertaking the project / receipt of approval (i) the Promoter herein is also entitled for extension of time for handing over possession of the said apartment as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016.
- 32. Insurance:** The promoter must obtain insurance for:
- Land title as part of the real estate project.
  - Construction of the real estate project, with costs distributed among allottees on a pro-rata basis.

- Extensions granted by the regulatory authority under Section 6 of the Real Estate (Regulation and Development) Act, 2016.

**33. Apartment Ownership Act:** Refers to the U.P. Apartment (Promotion of Construction, Ownership, and Maintenance) Act 2010 and the U.P. Real Estate (Regulation and Development) Rules 2016, governing apartment ownership and management.

**Any terms not explicitly defined in this document shall hold the meaning assigned under applicable laws and regulations.**

**TERMS AND CONDITIONS FORMING THE PART OF APPLICATION FORM FOR  
BOOKING OF APARTMENT/UNIT IN "WINDSOR MAJESTY", LOCATED AT RAJ NAGAR  
EXT., GHAZIABAD (UP)**

- A. That the intending Allottee(s) has / have applied for registration of allotment of an Apartment / Unit in **"Windsor Majesty"** Project situated at **Khasra No. 527Min, Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh** the intending Allottee(s) confirms that he/she/they has/have seen all the documents of titles & other relevant papers/documents, agreements, arrangements entered into by the Promoter pertaining to the aforesaid Project and has/have fully satisfied themselves about the title & rights of the Promoter in respect of the said Project.
- (i) **WHEREAS** the Freehold land admeasuring 6,707 Square Metres situated at Khasra No. 527Min, Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh.
  - (ii) **WHEREAS** the **Windsor Paradise Heights Pvt. Ltd.** (hereinafter referred to as **"Promoter"**) had purchased the said land vide Sale Deed document No. – 8585 Book No. – 1, Volume No. – 42438 & pages 219 to 248 on Dated 17.08.2023, registered in the office of Sub-Registrar IV, Ghaziabad, Uttar Pradesh.
  - (iii) **WHEREAS** the Promoter is developing a Residential Project named as **"Windsor Majesty"** (hereinafter referred to as the **"Project"**) on the said land.
  - (iv) **WHEREAS** the Promoter is fully competent to enter into the Agreement regarding the Said project. All legal formalities with respect to the rights, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- B. That the intending Allottee(s) shall pay to the Promoter the entire consideration of the Apartment / Unit, as per the Payment Plan opted by the intending Allottee(s).

**Important: - It is to be noted that the Promoter has not authorized any broker/property agent/sales agent/sales organizer to issue credit notes or any cash back schemes. The broker/property agent/sales agent/sales organizer is not authorized to collect cash from the intending Allottee(s). If the intending Allottee(s) accept any credit notes or any cash back schemes from the broker/property agent/sales agent/sales organizer or gives cash to any broker/property agent/sales agent/sales organizer, the Promoter is not liable for the same and intending allottee(s) shall do so at his/her own risk and cost.**

- C. The Promoter has engaged the services of architects to prepare the layout and building drawings. Additionally, structural engineers have been engaged to design the structural framework. The construction of the building(s) shall be carried out under the professional supervision of these architects and structural engineers, in accordance with the bye-laws and development control rules of the local/planning authority.
- D. The building plans for the entire proposed Group Housing project have been duly sanctioned by the Ghaziabad Development Authority (GDA) vide Building Plan No. Group Housing/08198/GDA/BP/23-24/0925/10122024, dated 18.02.2025. The approval includes common areas and facilities, as well as provisions for parking spaces and community facilities such as a club and a multi-purpose hall. The parking spaces have been designated as limited common areas and facilities, while the convenient shops and community facilities (banquet Hall/ club) have been categorized as independent areas.
- E. **External Development:** The external development work up to the boundary wall of the project, including roads, electricity, drainage, sewer, and water supply, is to be carried out by local authorities or the Ghaziabad Development Authority (GDA). Additionally, the necessary services are to be provided by the GDA, However, the Promoter shall not be responsible for these services if they are not provided by the concerned authorities.
- F. **Internal Development:** Roads, connections to main supply lines, internal panel water lines, and sewerage disposal systems shall be developed by the Promoter Company within the project boundary.
- G. The said project shall be developed and completed by the Promoter in accordance with the sanctioned plans, layout plans, and specifications as approved by the competent authorities. The Promoter agrees and undertakes that any modifications to the sanctioned/approved building or layout plan shall comply with applicable laws, and the Applicant(s) hereby provides consent for the same.
- H. The Allottee(s) has seen, understood and accepted the plans, designs, specification which are tentative and agrees that Promoter may affect such variations, additions, alterations, deletions and modifications therein as it may deem appropriate and fit or as may be done by the architect or the competent authority(ies).
- I. The Promoter has obtained certain approvals from the concerned local authority regarding the plans, specifications, elevations, and sanctions of the said buildings and shall continue to obtain the remaining approvals from various authorities as required to secure the building completion certificate. Furthermore, while sanctioning the said plans, the concerned local authority or government has imposed specific terms, conditions, stipulations, and restrictions that the Promoter must observe and adhere to during the development of the said land and buildings. The completion certificate for the buildings shall only be granted upon full compliance with these requirements. Accordingly, the Promoter has commenced construction of the said buildings in accordance with the sanctioned plans..
- J. The Promoter has registered the project under the provisions of the Act with the Real Estate Regulatory Authority (RERA) vide registration number **UPRERAPRJ**\_\_\_\_\_.
- K. Now therefore, in consideration of the mutual representations, covenants, and assurances, the following are the main terms and conditions forming part of the application form/agreement to sale, to be executed for the booking of an apartment in the project known as **Windsor Majesty**, located at Khasra No. 527, Village Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh

The total price of the apartment is based on the Carpet Area, which includes:

1. Cost of proportionate Land, 2. Proportionate cost of common areas and facilities appurtenant to this premises, the nature, extent and description of the Common areas and facilities which are more particularly described in the Schedule. 3. Internal development charges 4. Cost of providing Electric Wiring except electric supply meter 5. Firefighting System as per present norms. The total price does not include additional charges, Taxes, Govt. Levies, Maintenance Related charges and insurance etc. as detailed in Payment Plan.
2. That the apartment/unit shall be sold as an independent apartment/unit with undivided interest in the common areas and facilities of the project subject to the description mentioned in the deed of declaration submitted under section 12 of the Uttar Pradesh Apartment Act, 2010. As there are many units in the said project and services & facilities are common in the project therefore various other agreements like maintenance agreement, parking allotment, agreement for supply of electrical energy agreement for power backup etc. have to be executed with execution of allotment.
3. As per deed of declaration to be submitted under section of 12 of UP Apartment Act 2010. The common areas are defined as under:-
  - 3.1. Common Area as defined in definition above
  - 3.2. Limited Common Area and facilities as defined in definition above
  - 3.3. Independent Area as defined in definition above
4. That the consideration is for the carpet area of the said apartment/unit which will be sold, as mentioned "Carpet Area". That all other rights excepting what have been mentioned including easement rights, unsold apartments/units, spaces for commercial and recreational facilities, convenient shopping spaces. Spaces for public amenities, banquet Hall, club, storage and commercial constructions etc. or any other spaces, which does not fall under the definition of common area, will be the sole ownership of the company, who will have authority to charge membership for such facilities and dispose of the assets whatever states above. The company can sell/sub lease the vacant apartment (s)/units of the complete block of the apartment(s)/units as whole or in part to one or more person(s)/company (ies)/institution(s) whosoever.
5. The construction of Project will be completed with all the basic amenities attached to that, the company after applying for the completion certificate of the Project to the authority concerned will offer the possession of the apartment/unit.
6. Further any alteration / modification as the company may deem fit or as directed by any competent authority(ies) resulting  $\pm 3\%$  change in the Carpet area of the apartment there will be no extra charge / claim by the company also the allottee(s) shall not be entitled for any refund. However, any major alternation / modification resulting in more than  $\pm 3\%$  in Carpet Area of the apartment, any time prior to and upon the possession of the apartment the company will intimate to the allottee (s) in the writing the changes thereof and the change in the enhanced cost of apartment. The allottee(s) have to pay that amount to the company. The allottee(s) have to give his/her/their consent or objection within 30 days from date of such notice. In case the allottee(s) does not give consent and objects for such change the allotment shall be cancelled and the company will refund the entire money received from the allottee(s) without any deduction and with the compensation @ State Bank of India MCLR plus 1% on the Amount received from the Allottee(s) of the Said Apartment. No other claim of the allottee (s) shall be considered in this regard. It shall always be clear that any alteration / modification resulting in more than  $\pm 3\%$  change than the demand or refund shall be applicable on the rates at the time of booking for the entire

area eg. : for  $\pm 3\%$  change the demand or refund shall be applicable for total  $\pm 3\%$  area.

7. **That any request for any change in construction of any type in the apartment or change in the payment plan from the applicant shall not be entertained**
8. Preferential locations charges (PLC) will be applicable as per the price list.
9. That although all the major construction of the apartments/units will be completed however the final touch i.e. installation of sanitary ware, kitchen sink, CP fittings, hardware accessories, final touches of paint etc. will be done during the "Fit Out Period" of 6 months after payment of final dues. It has been experienced that if the final touch to an apartment/unit has been given and the possession delays as the allottee (s) do not proceed with, the said finished apartment/unit get deteriorates with the span of time. Therefore the concept of Fit-Out period has been adopted and being applied.
10. That the amenities like Road, Electricity, drainage, sewer and water supply will be provided and determined by the Development Authority concerned up to the boundary of the said project. The Company will carry out all the above mentioned amenities within the boundary of the project i.e., internal development of the project. The delay in providing the above said facility on the part of the **Ghaziabad Development Authority (GDA)** concerned shall not be considered the delay on the part of the Company. M/S Windsor Paradise Heights Pvt Ltd. has paid full & final charges to GDA (**Ghaziabad Development Authority**) for development of said services.
11. The allottee agrees that, if as a result of any legislation, order or rule or regulation made or issued by the Government or another authority or if competent authorities cancel the approval for construction or if any such matters /issues relating to such approvals, permissions, notice, notifications by the competent authority become subject matter of any litigations or due to any force majeure conditions, the Company after allotment is unable to deliver the apartment to the intending allottee, the intending allottee agrees that the Company in such case shall be liable only to refund the amount received from him/her without any interest or compensation whatsoever.
12. The Allottee(s) shall not be entitled to get the names of his/her /their family member /nominees substituted in his/her place. The Promoter may, however, in its sole discretion, may permit such substitution, in the name of the intending Allottee(s) as registered /recorded with the Promoter, on such terms and conditions including payment of such administrative / documentation charges.
  - (i) 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 / Unit was made by the intending Allottee(s), by raising funds/loans against allotted Apartment / Unit as security from bankers or financial institutions.
  - (ii) The substitution /change of name in place of the intending Allottee(s) will be done as per the applicable law and after submission of required documents as per the policy of the Promoter.
13. That the schedule of payment/installment mentioned in the price list has been duly explained to the applicant(s) who shall be responsible for making payments on time, any separate demand letter for the installment falling due will not be required to be sent by the Company and that cannot be claimed as a right or any duty/obligation towards the Company.

14. Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest. The allottee(s) have to pay that amount to the company at the rate equal to State Bank of India MCLR + 1% plus applicable GST with monthly rests on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment along with applicable GST provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the promoter. The Compound interest may be informed to the allottee/s from time to time and the allottee/s has/have agreed to pay the same as and when demanded.
15. The buyers agree that no right will accrue in favor of the buyer in the apartment until a sale deed is executed and registered, and the "Windsor Paradise Heights Pvt. Ltd.", shall continue to be the owner of the apartment and also the construction thereon and this allotment shall not give to the buyer(s) any rights or title or interest therein or even though all payment have been received by the "Windsor Paradise Heights Pvt. Ltd.". The "Windsor Paradise Heights Pvt. Ltd.", shall have the first lien and charge on the apartment for all its dues that may become due and payable by the buyer(s) to the "Windsor Paradise Heights Pvt. Ltd."
16. That the Sale Deed of the apartment/unit shall be executed and registered along with physical possession and a copy of completion certificate to the allottee only after receipt of total consideration and other charges. The other connected expenses/charges/charges i.e. cost of Stamp Duty, registration charges/fees, miscellaneous expenses and Advocate's fees/charges, these fee and charges shall be borne and paid by the allottee(s) and who only will be responsible and liable for paying deficiency in stamp duty/penalty/interest as per the Stamp Act and the stamp duty and deficiency thereon if imposed by the government/competent authority over the allotment letter, allotment of parking space and agreement for maintenance, electricity and power backup etc. shall also be paid and borne by the allottee(s).
17. **I/we agree to sign and execute, after payment of 10% of Sale price plus GST Plus Registration charges for Agreement for Sale on the standard format within 10 working days. Agreement for Sale has been perused by me/us and we shall abide by the terms and conditions laid down there in which will be binding on me/us.**
18. (i) That the allotment is entirely at the discretion of the Company and the Company reserves the rights to accept or reject any request for booking without assigning any reason of whatsoever nature.
- (ii) The allotment of flat will only be confirmed after receipt payment of 10% of sale value + applicable taxes.
- (iii) I/ we further agree that in case I/we are not able to complete the minimum 10% of the total sale price plus taxes within 7 days from the submission of the application, the Builder/ Developer Company reserve their rights to reject/ cancel the booking application form without any reminder/intimation and forfeit the amount so deposited towards administrative charges.
19. That in case reissuance of allotment letter, tri partite agreement, permission to mortgage or any other document is required and requested by the applicant(s)/allottee (s) or bank/financial institution, the Developer has sole right to reissue or reject the reissuance. The reissuance at every time shall attract **a fee of Rs...../- plus GST** as applicable, as administrative charges and shall be payable by the allottee (s).

20. In case there are joint intending Allottee(s) all communication shall be sent by the Promoter to the intending Allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purpose be considered as served on all the intending allottees and no separate communication shall be necessary to be sent to the other named intending Allottee(s). The intending Allottee(s) has agreed to this condition of the Promoter.
21. The Allottee(s) shall get his/her complete address registered with Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those ordinarily reach such address and the intending Allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In all communications the reference of property booked must be mentioned clearly.
22. The applicant may, at its own cost, expense and risk, arrange any loan/funds from any banker or financial institutions to finance the purchase of the said Unit. In case the loan is not granted or cancelled or withdrawn by the banker/financial institution(s) on any ground whatsoever, the applicant shall not be entitled to any leverage or concessional treatment from the Developer. Company in no way connected/ Associated with Sanction or otherwise of loan by any Bank/Financial Institution, applied by the applicant(s).
23. Sewerage and Water connection charges are payable extra.
24. The Club shall be exclusively for the use of residents only. Residents shall pay recurring monthly charge towards the operations & running of the club house. Nominal charges for Club usage on monthly basis shall be charged extra.
25. G.S.T, and additional levies, rates taxes, charges, cess and fees etc. as revised by any competent authority are payable in addition to total cost of apartment. And also any consequences of Court order/ Government/ Development Authority/Statutory or other local authority (ies) order, the applicant(s) shall be liable to pay/his/her/their proportionate share for the same to the Company as and when demanded, if the appropriate authorities impose any tax on this transaction in future then the applicant(s) is hereby agrees for payment of the same and all times indemnify and keep harmless to the Company.
26. That all taxes such as House Tax, Water Tax, Sewerage Tax, Electricity Charges or any other taxes or charges shall be payable by the owner(s) of apartment/unit from the date of offer of possession. The electrical installation/transformers/Generator Set / E.S.S. equipments and cabling shall be designed with 60% diversity factor, However a one-time EEC amount shall be charged based on the load allocated to the allottee(s), irrespective of the diversity factor.
27. It is hereby agreed, understood and declared by and between the parties that the Promoter may take construction finance/demand loan / Term Loan / Unsecured Loan/ map & FAR approval fees for the construction of any Block/tower/building in the said Project or part thereof from the Banks/Financial institutions after mortgaging the land/Apartments /Units of the said Project however, the Sale Deed / Conveyance Deed in respect of the said Apartment / Unit in favour of Intending Allottee(s) will be executed & registered free from all encumbrances at the time of registration of the same.

28. In case the applicant(s)/allottee(s) surrender/cancel the booking/allotment at any stage due to any reason what so ever than 10% of the cost of unit + all taxes shall be forfeited and balance (if any), after refunding the bank, shall be refunded without any interest.
29. That the Company / Promoter may restore the cancelled apartment / unit in its sole discretion after receiving 10% of the cost of the Apartment / Unit as restoration charges plus other dues as per terms of the agreement.
30. That in the event that the Project progresses ahead of schedule, is completed earlier than planned, or if occupancy is handed over to the Intending Allottee(s) before the scheduled date, the Intending Allottee(s) shall mandatorily pay their dues ahead of the original schedule, in accordance with the existing stipulations and the actual stage-wise completion of construction. No penalty, interest, or additional costs shall be payable by the Promoter for such preponement of construction or payments.
31. That it is thoroughly clear to the applicant (s) that final finishing of the apartment/unit shall be done after deposition of entire amount.
32. The time frame for handing over possession provided herein above is tentative and extendable further 6 months subject to payment of all installments and completion of formalities required. However, in case of delay beyond a period of 6 months and such delay is attributable to the Developer, for reasons other than Force Majeure as defined above, the Developer may be liable to pay compensation @ State Bank of India MCLR + 1% plus on the Amount received from the Allottee(s) of the Said Apartment/ convenient shop for the period of further delay after adjustment of interest (if any due in respect of 95% payment). It is, however, agreed that such compensation will only be payable till such time the Developer offers, in writing, to offer letter to take possession of the Said Apartment/convenient shop. The compensation will be paid only to those allottees whose payment was regular and account was not in default status.
33. That there will be defect liability period of Five years as per Uttar Pradesh Real Estate (Regulation and Development) Rules 2016, from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. In case the flat owner(s) has/have made internal changes for the interior of the apartment/ unit (including covering of balcony by any means) and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability benefit.
34. That the Buyer shall not raise any construction temporary or permanent in corridor or passage or any other common area or sub- divide or amalgamate the Said Apartment. That the Buyer shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof in view of structural safety of the Building. That the Buyer shall not remove the floor, roof and any walls of the Said Apartment including load bearing walls and the entire wall, floor, roof and the structure of the same shall remain integral and common with the said apartment above, adjoining and below it and any changes if so made, defect liability will become null and void.
35. That it will be necessary to obtain a No Dues Certificate/NOC from the Company in case of subsequent sale/sub lease along with due incorporation of the particulars of the subsequent transferee (s) with the Company, and the said NOC will be issued by the Company upon payment of administrative charges.

36. To settle any confusion regarding any matter herein or anything being not covered/clarified herein, it is agreed by the applicant(s) that reference shall be made to the detailed terms of the Agreement to Sale which has been formatted and seen and read by the applicant(s) but shall be executed on confirmation of Booking.
37. The provisions of U.P. Apartments Ownership Act and rules made here shall be complied by the Parties.
38. The Allottee(s), if residing outside India shall be solely responsible to comply with the necessary formalities as laid in the "Foreign Exchange Management Act" and other applicable laws including that of remittance of payments and for acquisition of the immovable property in India. The intending Allottee(s) shall furnish the required declaration for the same to the Promoter.
39. That the additional compensation/price (if any) payable to GDA or antecedent owners of the said Land, if required to be paid by the Promoter after the allotment date of Apartment/Unit, as a consequence of any order from any Competent Authority, Government, Court of competent jurisdiction or as directed by Land Owning Agency/Statutory Body, shall be charged on pro-rata basis additionally from the Intending Allottee(s), and the Intending Allottee(s) shall make payment of the same without any demur and shall not raise any objection for the same.
40. a) Monthly Maintenance Charges for residential unit along with GST as applicable for the apartment/unit are payable. Current Maintenance charge is approximately Rs3/- (Rs. Three Only) per sq.ft P.M. on Total Area basis and sinking fund are **payable@ Rs. 1/- per sq.ft.** P.M. on Total Area basis. Running and maintenance of Club and Recreational equipment @ Rs.700/- per month. Operational cost of STP is not included in the maintenance charges and will be charged by raising separate bill.
- b) 24 months Advance Maintenance related Charges (AMC) shall be used to provide Complex Maintenance & Facility management services viz Campus Security, Common Area House Keeping & Garbage Disposal, horticulture, Maintenance of Lifts, services of an Electrician, Plumber & Estate Manager for the Maintenance of the Complex. The 24 months AMC shall be fixed in context of the prices prevailing at the time of possession/fixation. The repairs of common electrical equipment and other equipments are chargeable to sinking fund.
- (i) The applicant shall pay a sum of Rs.700/- (Rupees Seven Hundred only) per month in advance for 24 months for the running and maintenance of club and recreational equipments.
- (ii) The electric consumption charges for running all the common services, common area electricity viz. Corridors, lifts, Boundary wall, Park etc., for common usages are not included in the maintenance charges and shall be paid by all the Applicant(s) on equal basis and for this purpose. For these expenses an advance of Rs.15,000/- per applicant shall be paid at the time of offer of Possession is made, which has to be replenished again once the advance amount so paid is exhausted by adjusting it towards the aforesaid actual expenses incurred on account of common services for common usage.
- c) That non-refundable Interest Free Maintenance Security (IFMS) is payable to the Company @ Rs.323/- per sq.meter (Rs.30/- per sq.ft.) of the Total Area of the apartment/unit.
- However, these rates are subject to change depending upon the cost index prevalent at the time of offer of possession.
- d) That the remaining amount of IFMS after deducting the securities deposited by the company/developer for the electricity connection, water and sewer connections etc. and other dues of the individual allottee (if any) will be handed over to A.O.A. (Association of apartment Owners) at the time handing over the maintenance and common area of the project.

- e) That at the time of handing over the maintenance of the project to the A.O.A. the following will be handed over to the A.O.A. all existing lifts, corridors, passages, parks, underground and overhead water tanks, firefighting equipment's with motor rooms, Gen-sets, security gates with intercom, lift rooms, terrace and other area falling under the common area.
- f) That the contents of each Apartment/Unit will got insured by the allottee himself at his own cost and risk & responsibility. But the Apartment/Unit along with the connected structural part of the Building will get insured collectively through AOA against the Fire, Earthquake etc. The cost of insurance premium will be in turn recovered from allottee on proportionate basis of Total area of flat. The Company after handing over the possession of a particular Apartment/unit shall in no way be responsible for safety, stability etc. of the structure.
- g) Electric Meter will be obtained by Allottee directly from PVVNL. Company on its part will develop the internal infrastructure and will install the meter for Power Back-up. The Company will get the electricity load sanctioned in the said Complex from PVVNL. The installation charges for power back-up up to 1 KVA are payable extra @ Rs.\_\_\_\_\_-/- per KVA. The Electric consumption charges for Power Back-up along with Maintenance related Charges of the Complex /flat will be directly payable through pre-paid meter. Separate bill for consumption of Power Back-up Charges which will be payable by the Allottee, as per consumption shown in the meter and unit cost will be on the basis of actual expenses arrived at from time to time. The rate per unit will be decided by Maintenance Company. However, Power Back Up consumption charges for common area & common facilities will be payable on monthly basis. Initially an advance of Rs. 15,000/- will be taken in the name of Maintenance Agency /Company towards common area electricity charges and Corpus built, pro-rata charges debited to these Corpus on month-to-month basis. On exhaustion of this Corpus, Corpus funds will have to be replenished by Allottees.

**41. APPLICANT FURTHER UNDERSTAND THAT AFTER TAKING OVER POSSESSION OF THE FLAT:-**

- (a) To maintain the said Apartment at Allottee/s own cost in good and tenantable repair and condition from the date of possession of the said Apartment is taken and shall not do or suffer to be done anything or to the said project/building in which said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which said Apartment is situated and the said Apartment itself or any part thereof without the consent of the local authorities, if required. Any changes if so made defect liability under RERA will become null and void.
- (b) Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lifts, or any other structure of the building in which the said Apartment is situated, including entrances of the building in which said Apartment is situated and in case any damage is caused to the building on account of negligence or default of Allottee/s in this behalf, said Apartment Allottee/s shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Apartment and maintain the said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the said project/building in which said Apartment is situated which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority, In the event of said Allottee/s committing any act in contravention of the above provision, said Apartment Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. Any changes if so made defect liability under

RERA will become null and void.

- (d) Not to demolish or cause to be demolished said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to said Apartment or any part thereof, nor any alteration in the elevation including covering of balcony/Balconies/Terraces and outside colour scheme of the building/project in which said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or /RCC, Pardis or other structural members in said Apartment without the prior written permission of the Promoter and/or the Society/Association/Limited Company any organization as may be formed. Any changes if so made defect liability under RERA will become null and void. Required action will be taken as per laws of **GDA** & illegal construction is liable to be removed.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the project/building in which said Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw or permit the throwing of dirt, rubbish, rags, garbage, or any other refuse from the said Apartment into the compound or any part of the said land, project, or building in which the said Apartment is situated.
- (g) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the said Apartment by and Apartment Allottee/s to any purposes other than for residential purpose.
- (h) **It is clearly understood that the one car parking space is a package deal with the sale of the flat / dwelling unit. The Developer has explained, and the Applicant(s) has agreed that the specific area for the agreed car parking shall be decided at the time of giving of possession of flat to the to the Applicant(s) including by the way of mechanical parking and further that the Developer shall have the right to decide the same in its exclusive discretion including the mode of allotment. It is further agreed that in case of the Applicant(s) has been allocated additional parking, the car parking space may be allotted in the discretion of the Developer on back-to-back basis / mechanical parking and not by way of separate parking space for each car. The allottee shall make available parking space to maintenance staff for maintenance of the meter, pipe, man-holes etc., as and when required. In case the allotted parking area is required for service purposes or otherwise, the developer reserves the right to allocate an alternative parking space, subject to availability.**

- (i) The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company / association as formed may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said project/building and said Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Applicant/s shall also observe and perform all the stipulations and conditions laid down by the Society /Limited Company / Association as regarding the occupation and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (j) That the Applicant(s) shall abide by all laws, rules and regulations of the GDA / local bodies / Government of Uttar Pradesh, comply with all the mandatory requirements and compliances of the Ministry of Environmental Impact Assessment (EIA) norms, U. P. Pollution Control Board / Water Commission and of any proposed body corporate / association of the buyers (as and when formed till then as prescribed by the Developer) and shall be responsible for all deviations, violations or breach of any of the conditions of law / bye laws or rules and regulations after the completion of the Project. The apartment shall be used for the purpose for which it is allotted.
- (k) The Applicant(s) will allow the Promoter and/or the Maintenance Agency access to and through the Said Apartment for the purpose of any maintenance works including electricity and other items of common interest etc.
- 42.** The Applicant(s) hereby confirms that the declared Independent Area and facilities viz commercial spaces/convenient shops, club etc. are at the disposal of the Promoter and the Promoter may sell the same with or without construction, wholly or in part(s), to any intending purchaser and he/she/they shall not raise any objection/ interference in any manner in connection therewith, either in person or in form of association and all such liquidated loss(es)/damages, at current market prevailing rates suffered due to wrong acts of the applicants will liable to be paid by defaulting applicant(s)/association to the Promoter.
- 43.** The intending Allottee(s) agree(s) and undertakes that before or after taking possession of the Apartment / Unit or at any time hereafter, he/she/they shall have no right to object to the Promoter constructing or continuing with the construction of the other buildings adjoining to or otherwise in the Project.
- 44.** Subject to the rights of the Applicant(s) herein contained in respect of the Said Apartment, the Promoter shall be at liberty to sell, assign, transfer or otherwise deal with other properties contained in the Project.
- 45.** The Project comprises 1 Tower of 2 Basements + Ground Floor + 15 Floor in terminology with various facilities.
- 46.** That all disputes or disagreements arising out of in connection with or in relation to this registration shall be mutually discussed and settled between the Parties. If such discussions remain inconclusive then the same shall be referred to the sole arbitrator, a person to be appointed by the "Promoter", The Intending Allottee(s) hereby confirms that he/she/they shall have no objection to this appointment and the decision of the arbitrator shall be final and binding on all parties. The arbitration proceedings shall always be held at Ghaziabad, Uttar Pradesh, India. The Arbitration and Conciliation Act, 1996 or any statutory amendment / modification for the time being in force shall govern the arbitration proceedings thereof. The High Court of Allahabad and the courts subordinate of it at District Ghaziabad, Uttar Pradesh shall have jurisdiction in all matters arising out or touching and/ or concerning of said Apartment / Unit

**Disclaimer: I/we have fully read over and understood all the terms & conditions mentioned herein above and in the maintenance agreement, earmarked parking space, agreement for supply of electrical energy/ power back-up. My/our all queries have been duly explained by the executive of the company. It is also clear to me/us that any changes in the sanctioned building plan/lay-out will be as per and subject to applicable laws. I/we hereby record our consent for all time to allow the Promoter for carrying out any required changes in the project.**

This application Form contains **21** pages.

**WITNESSES**

1.

I/We have gone through the above mentioned terms  
& condition & fully understand them I/  
We hereby record my acceptance of the  
same

2.

**Applicant(s):**

---

**Name of Applicant (s)**

---

**Address:**

---

**Enclosures: Duly signed Terms & Conditions of Booking with all other charges & Payment Plan**