

WINDSOR PARADISE HEIGHTS PRIVATE LIMITED

Registered Office: 3035B-4, VasantKunj, NewDelhi-110070

CIN:-U45309DL2022PTC404962

Email:sanjeevsaxena1710@gmail.com,Tel:--+91-9810162222

सेवा में,

दिनांक-26.03.2025

श्रीमान तकनीकी सलाहकार,
उत्तर प्रदेश भू-सम्पदा विनियामक प्राधिकरण
नवीन भवन, राज्य नियोजन संस्थान,
कालाकांकर हाऊस, पुराना हैदराबाद,
लखनऊ, उत्तर प्रदेश।

विषय- उ०प्र० भू-सम्पदा विनियामक प्राधिकरण (उ०प्र० रेरा) में परियोजना Windsor Majesty जनपद Ghaziabad आवेदन आई०डी० नं० ID1479007 के, पंजीयन के संबंध में।

महोदय,

उपरोक्त विषयक आवेदन के क्रम में अपने पत्र संख्या 24032510/यू.पी. रेरा/परि०पंजी०/2024-25 दिनांकित-24.03.2025 का संदर्भ ग्रहण करने का कष्ट करें, जिसके माध्यम से आपने उक्त पंजीयन आवेदन में पाई गई कमियों से अवगत कराते हुए, उक्त कमियों को दूर करने का निर्देश दिया है। इस क्रम में निम्न आख्या प्रेषित है :-

1. प्रमोटर कम्पनी द्वारा माननीय विनियामक प्राधिकरण के निर्देशानुसार TAN की प्रति आपके सुलभ संदर्भ हेतु इस पत्र के साथ संलग्न कर प्रेषित की जा रही है। (संलग्नक-1)

यहां आपके संज्ञान में यह लाना है कि, प्रमोटर कम्पनी Windsor Paradise Heights Pvt. Ltd. दिनांक-22.09.2022 को incorporate हुई थी, जिस कारण उक्त कम्पनी की A.Y. 2022-23 (F.Y. 2021-22) की ITR उपलब्ध करा पाना संभव नहीं है, इसके स्थान पर प्रमोटर कम्पनी के निदेशक श्री राजेश कुमार जोधानी की A.Y. 2022-23 (F.Y. 2021-22) की ITR यू०पी० रेरा पोर्टल पर अपलोड कर दी गई है तथा आपके सुलभ संदर्भ हेतु प्रमोटर कम्पनी का Incorporation Certificate तथा उक्त कम्पनी के निदेशक की ITR की प्रति इस पत्र के साथ संलग्न कर प्रेषित की जा रही है। (संलग्नक-2)

For Windsor Paradise Heights Pvt. Ltd.


Director

2. प्रमोटर कम्पनी द्वारा परियोजना के ले-आउट को Sajra Plan में superimposed करते हुए (जो कि Ghaziabad Development Authority द्वारा स्वीकृत है) यू0पी0 रेरा पोर्टल पर अपलोड कर दिया गया है तथा आपके सुलभ संदर्भ हेतु उक्त की एक प्रति भी इस पत्र के साथ संलग्न कर प्रेषित की जा रही हैं। (संलग्नक-3)
3. प्रमोटर कम्पनी द्वारा Agreement to Sale को यू0पी0 रेरा पोर्टल पर अपलोड कर दिया गया है तथा आपके सुलभ संदर्भ हेतु उक्त की प्रति इस पत्र के साथ भी संलग्न है। (संलग्नक-4)
4. प्रमोटर कम्पनी द्वारा माननीय विनियामक प्राधिकरण के निर्देशानुसार Contractor Details को यू0पी0 रेरा पोर्टल पर अपडेट कर दिया गया है तथा आपके सुलभ संदर्भ हेतु उक्त की प्रति इस पत्र के साथ संलग्न कर प्रेषित की जा रही है। (संलग्नक-5)

अतः आपसे निवेदन है कि, कृपया विषयक आवेदन पर अग्रतर कार्यवाही करते हुए परियोजना का पंजीयन जारी करने की कृपा करें।

सधन्यवाद।

Windsor Paradise Heights Pvt. Ltd.

For Windsor Paradise Heights Pvt. Ltd.

(Sanjeev Saxena)

(Director)



Director

मो0 नं0- 9810162222

ई0मेल आई0डी0- sanjeevsaxena1710@gmail.com

संलग्नक :- उपरोक्तानुसार।

आयकर विभाग INCOME TAX DEPARTMENT



सत्यमेव जयते

भारत सरकार GOVT. OF INDIA



Sep 22, 2022

Ref.No.: 88305920003556/TAN/NEW

TO,
WINDSOR PARADISE HEIGHTS PRIVATE LIMITED
3035 B-4, VASANT KUNJ
NEW DELHI

DELHI, SOUTH WEST DELHI-110070

DELHI

TEL. NO.:9810162222

Sir/Madam,

**Sub : Allotment of Tax Deduction Account Number
(TAN) as per Income Tax Act, 1961**

Kindly refer to your application (Form 49B) dated Sep 22, 2022 for the allotment of Tax Deduction Account Number.

In this connection, the following TAN has been issued to you/your organisation:

DELW06388E

Please quote the same in all TDS challans, TDS Certificates, TDS returns, Tax Collection at Source (TCS) returns as well as other documents pertaining to such transactions.

Quoting of TAN on all TDS returns and challans for payment of TDS is necessary to ensure credit of TDS paid by you and faster processing of TDS returns.

The above TAN should also be used as Tax Collections at Source Account Number under section 206CA.

Kindly note that it is mandatory to quote TAN while furnishing TDS returns, including e-TDS returns. e-TDS returns will not be accepted if TAN is not quoted.

This supersedes all the Tax Deduction / Collection Account Number, allotted to you earlier.

Income Tax Department

**Signature Not
Verified**

Digitally signed by NSDL E-Governance Infrastructure Ltd.
Date: 2022.09.22 10:08:54
GMT+05:30
Reason: NSDL E-TAN Sign
Location: Mumbai

Caution : Income Tax Department does not send e-mails regarding refunds and does not seek any taxpayer information like username, password, details of ATM, bank accounts, credit cards, etc. Taxpayers are advised not to part with such information on the basis of emails.



GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

[Pursuant to sub-section (2) of section 7 and sub-section (1) of section 8 of the Companies Act, 2013 (18 of 2013) and rule 18 of the Companies (Incorporation) Rules, 2014]

I hereby certify that WINDSOR PARADISE HEIGHTS PRIVATE LIMITED is incorporated on this Twenty second day of September Two thousand twenty-two under the Companies Act, 2013 (18 of 2013) and that the company is limited by shares.

The Corporate Identity Number of the company is U45309DL2022PTC404962.

The Permanent Account Number (PAN) of the company is **AADCW3755E** *

The Tax Deduction and Collection Account Number (TAN) of the company is **DELW06388E** *

Given under my hand at Manesar this Twenty second day of September Two thousand twenty-two .

13 MINISTRY OF
CORPORATE AFFAIRS 10

Digital Signature Certificate
Mr. VIJAYA SIMHA REDDY YANNAM

For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Disclaimer: This certificate only evidences incorporation of the company on the basis of documents and declarations of the applicant(s). This certificate is neither a license nor permission to conduct business or solicit deposits or funds from public. Permission of sector regulator is necessary wherever required. Registration status and other details of the company can be verified on www.mca.gov.in

Mailing Address as per record available in Registrar of Companies office:

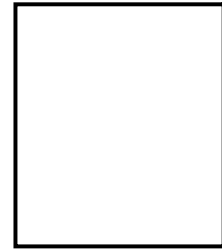
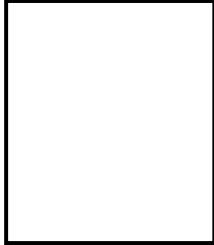
WINDSOR PARADISE HEIGHTS PRIVATE LIMITED
3035 B-4, Vasant Kunj, New Delhi, Delhi, South West Delhi, Delhi, India,
110070



* as issued by the Income Tax Department

For Windsor Paradise Heights Pvt. Ltd.

Director



AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at **Ghaziabad** on this ____ day of _____ month _____ year.

BY AND BETWEEN

Promoter (CIN No.U45309DL2022PTC404962)

M/s. Windsor Paradise Heights Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its Corporate Office at **27A, 3rd Floor, GNB Mall, Raj Nagar Extension, Ghaziabad, U.P. - 201017** and its Registered Office at **3035, B-4, Vasant Kunj, New Delhi-110070**, CIN No.U45309DL2022PTC404962 through its Authorized Signatory, **Mr. _____** (AADHAAR NO. _____), duly authorized vide resolution dated _____, passed by the Board of Directors, hereinafter referred to as the **“Promoter/ First Party and/ or Company ”**, which expression shall, unless it be repugnant to the context or meaning thereto, means and includes its successors-in-interest and assigns, of the **ONE PART**.

AND

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“Allottee”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

[If the Allottee is a Co – Allottee]

Mr. / Ms. _____, (Aadhar No. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the **“Allottee(s)”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns). In case of a single Allottee be read as Allottee and in case of more than one Allottee be read as Allottee(s).

OR

[If the Allottee is a Company]

_____, (CIN No. _____) a Company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at _____, through its Authorised Signatory _____ (Adhar No. _____) duly authorized vide Board Resolution dated _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No. _____) son/daughter of _____ aged about _____. For self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business /residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[OR]

[If the Allottee is a TRUST/SOCIETY/ANY OTHER]

_____, a trust/society/ any other entity registered under the relevant provisions of law, having its office at _____ (PAN _____) represented by its authorised representative, _____, (Aadhaar No. _____) authorised vide _____ hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the trustee or trustees, member or members, person responsible and duly authorised for the time being of the said trust/society/ any other entity registered under the relevant provisions of law, the survivor or survivors of them and their heirs, executors and administrators of the last surviving trustee, member or person responsible and duly authorised and his/her/their assigns).

“In case of a single Allottee, be read as Allottee, and in case of more than one Allottee, be read as Allottee(s)”.

The **"Promoter"** and Allottee(s) shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS UNDER :

DEFINITIONS AND INTERPRETATION:

For the purpose of this Agreement for Sale, unless the context otherwise requires, is as under:

- 1) **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- 2) **"Apartment / Unit"** whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.
- 3) **"RERA"** means Uttar Pradesh Real Estate Regulatory Authority.
- 4) **"Competent Authority"** Competent authority means the local authority or any authority created or established under any law for the time being in force by the appropriate Government which exercises authority over land under its jurisdiction and has powers to give permission for development of such immovable property.
- 5) **"Local Authority"** Local authority means the Municipal Corporation or Municipality or Panchayats or any other Local Body constituted under any law for the time being in force for providing municipal services or basic services, as the case may be, in respect of areas under its jurisdiction.
- 6) **"Company"**: – Windsor Paradise Heights Pvt. Ltd., Corporate Office at 27A, 3rd Floor, GNB Mall, Raj Nagar Extension, Ghaziabad, U.P. - 201017 and its Registered Office at 3035, B-4, Vasant Kunj, New Delhi-110070.

- 7) **“Carpet Area”** means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

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(s).

- 8) **“Common Areas” mean—**

- (i) the staircases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings.
- (ii) the common basements/terraces, parks, play areas and common storage spaces.
- (iii) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community service personnel.
- (iv) installations of central services such as electricity, gas, water, and sanitation, air-conditioning and incinerating, systems for water conservation and renewable energy.
- (v) the water tanks, sumps, motors, fans, compressors, ducts, and all apparatus connected with installations for common use.
- (vi) all other portions of the Project necessary or convenient for its maintenance, safety, etc., and in common use.

- 9) **"Government"** means the Government of Uttar Pradesh.

- 10) **"Rules"** means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.

- 11) **"Regulations"** mean the Regulations made under the Real Estate (Regulation and Development Act, 2016.

- 12) **"Section"** means a section of the Act.
- 13) **"Promoter"**
- a. A person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - b. A person who develops land into a project, whether or not the person also construct structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon.
- 14) **"Project"** means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto.
- 15) **"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.
- 16) **"Project Consultant"** A professional team connected with the Real Estate project.
- 17) **"Real Estate Agents"** means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called.
- 18) **"Application"** An application made to the Authority for registration of the real estate project in such form, manner, within such time and accompanied by such fee as may be specified by the regulations made by the Authority.

- 19) **“Independent Area”** means and includes the convenient shops, Banquet hall, Club and other such areas, which have been declared but not included as common areas, for joint use of apartments and may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of other apartment owners. Constructions in the Independent Area include the Construction of Convenient Shops as per the approved Plan in the Project. Convenient Shops so constructed will be within the Project Plot area but will not be bounded by the boundary walls of the project so as to have access to shops by both apartment owners and the public at large. For not constructing /erection of Boundary walls in front of Convenient Shops allottees, give their concurrence and have no objection. However, Developer will ensure that adequate steps are taken by them by putting up fencing/barricade to ensure the security of the project.
- 20) **“Limited Common Area & Facilities”** means those common areas and facilities within the Project earmarked/ reserved including Open / Basement (Lower / Upper) car parking spaces, storages, etc. for use of certain apartments or apartments to the exclusion of the other apartments owners.
- 21) **“Default Status”** Booking of the Flat will be treated under default status if due payment is not made within 30 days of the demand raised as per agreed Payment Plan.
- 22) **“Development Work”** means the external development works and internal development works on immovable property.
- (vii) **External Development Works:** - includes roads and road systems landscaping, water supply, sewage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws to be developed by GDA (Ghaziabad Development Authority). However, the Promoter shall not be responsible for these services if they are not provided by the concerned authorities.
- (viii) **Internal Development Works** means roads, footpaths, water supply, sewers, drains, parks, tree planting, street lighting, energy management, fire protection and fire safety requirements as per present norms, or any other work in a project for its benefit, as per sanctioned plans.

- 23) **“Completion Certificate”** means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- 24) **“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 issue of completion certificate of the respective tower/offer of possession whichever is earlier. 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 in any form and the layout of the apartment has been changed consequently the allottee(s)/owner(s) shall not be entitled for the defects liability period.
- 25) **“Facilities of Project”** means green area, Multi-purpose banquet hall, club (Indoor Games, Pool Table etc), Gym. as prescribed in the specification of the project
- 26) **“Applicant”** means persons, applying for allotment of the said apartment/unit, whose particulars are set out in the booking application form and who has appended his signature in acknowledgement of having agreed to the terms & conditions of the booking application form.
- 27) **“Allottee(s)”** Allottee(s) in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether a freehold or leasehold) otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent.
- 28) **“Date of Booking”** The date of booking for a flat/apartment shall always be deemed as the date of the booking application form submitted along with the token money. However, the booking will be confirmed only upon receipt of 10% of the flat's value. The company reserves the right to accept or reject the booking.
- 29) **“Allotment Letter”** Confirmation of the booking of Apartment/unit by the Company, a formal document containing the terms and conditions of allotment, duly executed between the Promoter and Allottee(s).

- 30) **“Payment Plan”** means the plan of payment agreed for the payment of the cost of the unit/apartment and other charges and signed by the applicant at the time of booking of the apartment/unit in the project along with the booking application form and also annexed with the Agreement for Sale.
- 31) **“Agreement for Sale”** shall mean the Agreement comprising detailed terms & conditions for the allotment of the apartment/unit.
- 32) **“Earnest Money”** means 10% of the Sale price of the Said Apartment.
- 33) **“Preferential Location Charges (PLC)”** means the charges for preferential location of the Said Apartment chargeable on the basis of the Total Area.
- 34) **“Interest”** means the rates of interest payable by the promoter or the allottee(s), at the rates specified.
- 35) **“Consideration”** means the total sale price including of applicable taxes payable for the Said Apartment as detailed in the agreement of sale of the unit/apartment.
- 36) **“Taxes”** means any and all Taxes paid or payable by the Promoter and/or its contractors by way of GST, labour cess, metro cess, levies and education cess, any tax or other taxes by whatever name called in connection with the development/construction of the area or Said Apartment/Said Building/ Project, which are levied now or which may be imposed in future by the State/Central Government.
- 37) **“Cancellation”** means cancellation of booking of apartment/unit due to failure in payment as per agreed payment plan at the time of booking and breach of terms & conditions of booking as detailed in agreement for sale.
- 38) **“Restoration”** means condoning the delay in payment/breach of terms & conditions of booking at the sole discretion of the promoter and restoring the allotment of the Apartment/unit on payment as detailed in the agreement for sale.
- 39) **“Date of possession”** means as date of offer of possession by the promoter as mentioned in the agreement for sale plus extendable by a six months grace period and subsequent execution of Conveyance Deed / Transfer Deed.
- 40) **“Maintenance Agreement”** an agreement to be entered into between the apartment owner/unit owner and facility providing agency after execution of the Conveyance/ Transfer Deed of apartment/unit and the role of promoter finally concluding, for upkeep and maintenance of the project by the Facility Providing Agency.

- 41) **“Fit Out Period”** after completing the construction/offer of Possession, The final touch i.e. installation of sanitary ware, CP fittings, Hardware Accessories, final coat of paint (Items as per specifications of the Apartment/Unit) will be given to the Apartment/Unit during fit-out period. The duration of said fit-out is 6 months from the date of final payment of dues.
- 42) **“Association of Apartment Owners”** means all the owners of the apartments in the project therein, acting as a group in accordance with the bylaws as per U.P. Apartment Act 2010. Under Clause (e) of sub-section (4) of the Section – 11 of the Act.
- 43) **“Apartment Owner”** means the person or persons owning an apartment or the promoter or his nominee in case of unsold apartments in the project and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment.
- 44) **“IFMS”** Interest Free Maintenance Security. Security amount deposited for the use of upkeep / updatation / management and maintenance of the project in case recovery of maintenance charges or any other amount due from Allottee(s) are delayed.
- 45) **“Insurance” the promoter shall obtain all such insurances in respect of :**
 - (i) Title of the land as a part of the real estate project; and
 - (ii) Construction of the real estate project and Charges are payable by allottee(s) on pro-rata basis
- 46) **“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.

- 47) **“Apartment Ownership Act”** shall mean U.P Apartment (promotion of construction, ownership and maintenance) Act 2010 and rules made that under.

The word and expressions used herein but not defined in this agreement and defined in the act or in the apartment’s ownership act or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS the Promoter had purchased Freehold land admeasuring 6,707 Square Metres situated at Khasra No. 527Min, Noor Nagar, Raj Nagar Extension, Ghaziabad, Uttar Pradesh 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.

WHEREAS the Ghaziabad Development Authority (GDA) has granted the permissions and approvals, more specifically the Building Plan No. Group Housing/08198/GDA/BP/23-24/0925/10122024, dated 18.02.2025.

WHEREAS the Promoter is developing a Residential Project named as **“Windsor Majesty”** (hereinafter referred to as the **“Project”**) on the said land.

WHEREAS the Project has been registered with Uttar Pradesh Real Estate Regulatory Authority, Lucknow (UP RERA) with Registration Number –

WHEREAS the Project comprises 1 Tower of 2 Basements + Ground Floor + 15 Floor with various facilities.

WHEREAS the **"Promoter"** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and interest of the **"Promoter"** regarding the said land on which Project is to be constructed have been completed.

The **"Promoter"** has thus obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the Project and also for the Apartment/Unit, from the Ghaziabad Development Authority. The **"Promoter"** agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016, and other laws as applicable.

That the Allottee(s) had applied for an Apartment / Unit in the Project, **“Windsor Majesty”** UPRERAPRJ....., vide application dated and has been allotted Apartment / Unit No. Tower/Block No., Floor No. having Carpet Area of _____ Square Meters (..... Square Feet), Total Area of _____ Square Meters (..... Square Feet), as permissible under the applicable laws and of pro rata share in Common Area (“Common Areas”) as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016” and deed of declaration submitted before the concerned Authority (hereinafter referred to as the “Apartment / Unit”).

That the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; that the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project; that the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; that in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **"Promoter"** hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment / Unit.

That this agreement is subject to the terms and conditions detailed hereinafter and shall prevail over all other terms and conditions given in our brochures, price list, application Form for Registration and any other sale document. This cancels all previous documents issued against this allotment.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. That both the parties confirm that they have read and understood the provisions of section-14 of the Act.
2. That The Total price for the Apartment / Unit based on the Carpet Area is Rs. _____ (Rupees _____ only (“Total Price”) (Including GST – The current rate of GST - _____ % has been taken for calculation).

“Windsor Majesty” UPRERAPRJ.....

Block No. _____

Apartment/Unit No. _____

Type _____

Carpet Area _____ Square Metres, _____ Square Feet

Balcony Area _____ Square Metres, _____ Square Feet

Total Area _____ Sq. Mtrs., _____ Sq. Feet

Total Price (in Rs.) _____

Price for Garage/Covered Parking-1 _____

Total Price (in Rs.) _____

Total Price (In Rupees) _____

- (i) That the Total Price above includes the booking amount paid by the Allottee(s) to the **"Promoter"** towards the Apartment / Unit.
- (ii) That the Total Price above includes Taxes (consisting of tax paid or payable by the **"Promoter"** by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the **"Promoter"**, by whatever name called) up to the date of handing over the possession of the Apartment / Unit to the Allottee(s) and the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the **"Promoter"** shall be increased/reduced based on such change/modification: The GST above has been charged as per the current rate, however the GST on future payments shall be charged as per the prevailing rate at the time of payments.

- (iii) That the **"Promoter"** shall periodically intimate in writing to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment demanded by the **"Promoter"** within the time and in the manner specified therein / payment plan.
- (iv) The Total Price of Apartment / Unit includes recovery of price of land, construction of not only the Apartment / Unit but also the Common Areas, Internal Development Charges (IDC), External Development Charges (EDC), taxes, cost of providing electric wiring, electrical connectivity to the Apartment / Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment in the Common Area and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment / Unit and the Project.

3. That the Total Price is **escalation-free**, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development fee payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
4. That the Allottee(s) shall make the payment as per the Payment Plan as set out at **Annexure–A** of this document.

5. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE :-

- a. And whereas the allottee demanded from promoter and the Promoter has made full and true disclosure of the title of the said land as well as encumbrances, if any, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct buildings/s, and also given for inspection of all documents to the Allottee/s, viz. the plan design and specification prepared by the Architect. The Allottee/s having acquired himself/herself/themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.
- b. At any stage during the implementation of the Project the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture/partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Purchaser in respect of the apartment agreed to be purchased by Allottee/s as per the terms of the Agreements.
- c) The promoter herein has engaged the services of architects for preparation of the layout and drawing of the buildings, further has also engaged the services of structural engineers for preparation of structural design and the construction of Building/s shall be under the professional supervision of the said Architects and the structural engineers as required under the bye-laws/development control rules of the local/planning authority.
- d) That the complex comprises residential apartments and convenient shops, along with common areas, facilities, parking spaces, and community facilities such as the club and banquet hall. The parking spaces have been designated as limited common areas and facilities, while the convenient shops and community facilities (such as the club and banquet hall) have been classified as independent areas.

The Exit & Entry points shown in the approved plan (drawings) and shown to us at the time of Booking of the flat in the drawings or at the time of execution of Buyer's Agreement are subject to change of location depending upon the suitability of the project and as decided by the Developers for which allottees has no objection and gives their concurrence for relocation of Entry/Exit points in the project from the shown in approved plans. Requisite number of car parking both covered and open will be provided in the project while covered car parking spaces will be in Basement (Lower, Upper) but location of open car parking spaces can be shifted by the Developer from the approved plan depending upon the suitability of open car parking spaces to which we allottees have no objection & accord our concurrence.

- e) External Development: - That the External Development work upto the boundary wall of the project like road, electricity, sewer and water supply are to be developed by local authorities / GDA (Ghaziabad Development Authority).
 - f) The Internal Development :Road, to connect the main lines to supply of Internal Panels water line and sewerage disposal are to be developed by the promoter company within the project boundary line.
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 to any refund. However, any major alternation/modification resulting in more than $\pm 3\%$ in the 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 the apartment. The Allottee(s) have to pay that amount to the company. 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 i.e. for $\pm 3\%$ change the demand or refund shall be applicable for total $\pm 3\%$ area.

However, it is agreed and understood by and between the Allottee(s) and the "Promoter" that the Carpet Area taken herein as per the sanctioned plan of the Project is of the bare Apartment / Unit i.e., Brick to Brick measurement. As per the normal procedures of the construction, the plastering and any other layer of pinning shall be quoted on the bare walls of the Apartment / Unit to give it a final finish.

- (i) That the Allottee(s) shall have exclusive ownership of the Apartment / Unit.
 - (ii) That the Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the "**Promoter**" shall hand over the Common Areas to the Association of Allottees after duly obtaining the Completion Certificate from the Competent Authority.
7. That it is made clear by the "**Promoter**" and the Allottee(s) agrees that the Apartment / Unit along with Covered Parking(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project. It is clarified that the Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.
8. That the "**Promoter**" agrees to pay all outgoings before transferring the physical possession of the Apartment / Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions, which are related to the Project). If the "**Promoter**" fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment / Unit to the Allottees, the "**Promoter**" agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Authority or person.

9. That the Allottee(s) has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment / Unit at the time of application the receipt of which the **"Promoter"** hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan as may be demanded by the **"Promoter"** within the time and in the manner specified therein: Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
10. That subject to the terms of the Agreement and the **"Promoter"** abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the **"Promoter"**, within the stipulated time as mentioned in the payment Plan hereunder through A/c Payee Cheque /Demand Draft/Bankers Cheque or Online Payment/RTGS/NEFT/IMPS (as applicable) in favour of **“Windsor Paradise Heights Pvt. Ltd. Collection Account for WINDSOR MAJESTY” Account no. 57500001539312 IFSC Code: HDFC0009481, HDFC BANK LTD** payable at Ghaziabad. _

That For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. _____/- exclusive of the bank charges levied on the **"Promoter"** which shall be borne and paid by the Allottee(s). It is to be further clarified that the claiming of administrative handling charge of Rs. _____/- by the **"Promoter"** as mentioned hereinabove shall not bar the **"Promoter"** from exercising any other rights that may be available to the **"Promoter"** under this Agreement or under the law.

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s towards total price/consideration of the said apartment and as advances or deposit, sums received on account of the share capital for the formation of the Co-operative Society or a Company or any such legal entity / organization that may be formed, towards the outgoings, legal charges etc. Provided that the Promoter shall be allowed to withdraw the sums received from the Allottee/s and utilize the same as contemplated and permitted under the said act and rules made thereunder.

11. That the Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other

applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the **"Promoter"** with such permission, approvals which would enable the **"Promoter"** to fulfill its obligations under this Agreement. Any refund, transfer of security. If provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; He / She may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

12. That the "Promoter" accepts no responsibility in regard to matters specified in Para 11 above. The Allottee(s) shall keep the "Promoter" fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the "Promoter" immediately and comply with necessary formalities, if any, under the applicable laws. The "Promoter" shall not be responsible towards any third-party making payment/ remittances on behalf of any Allottee(s) and such third party shall not have any right in the application/allotment of the said Apartment / Unit applied for herein in any way and the "Promoter" shall be issuing the payment receipts in favour of the Allottee(s) only.
13. That the Allottee(s) authorizes the **"Promoter"** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Apartment / Unit, if any, in his/her name and the Allottee(s) undertakes not to object/demand/direct the **"Promoter"** to adjust his payments in any other manner.
14. That the **"Promoter"** shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment / Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be. Similarly, the Allottee(s) shall make timely Payments of the installment and other dues Payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the **"Promoter"** as Provided in Payment Plan.

However 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.

15. That the Allottee(s) has seen and accepted the layout plan, specifications, amenities and facilities of the Apartment / Unit and accepted the floor plan, payment plan, specifications, amenities and facilities given at the official portal of Uttar Pradesh Real Estate Regulatory Authority (www.up-rera.in) and also as [annexed along with this Agreement] which has been approved by the Competent Authority, as represented by the "**Promoter**". The "**Promoter**" shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities, and facilities. Subject to the terms in this Agreement, the "Promoter" undertakes to adhere to the plans approved by the Competent Authorities and to comply with the Byelaws, FAR, density norms, and provisions prescribed by the Ghaziabad Development Authority (GDA). The Promoter shall not make any variations, alterations, or modifications to these plans that are not in accordance with GDA bylaws except in the manner provided under the Act.

The Allottee(s) had relied on its own judgement and investigation in deciding to apply for the allotment of the said Apartment / Unit and had not relied upon and / or is not influenced by any Architect plan / advertisement / warranties / statements of any nature whatsoever, whether written or oral made by the "**Promoter**" or any selling agent / sales organizers / brokers or otherwise including but not limited to any representation relating to the description or physical condition of the Apartment / Unit.

16. That the "**Promoter**" agrees and understands that timely delivery of possession of the Apartment / Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The "**Promoter**" assures to hand over possession of the Apartment / Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the "**Promoter**" shall be entitled to the extension of time for delivery of possession of the Apartment / Unit as may be permitted by the Regulatory authority under provisions of section 6 of the Real Estate (Regulation and Development) Act, 2016:

The time frame for offer of Possession provide is tentative and extendable further by 6 months as Grace Period to which allottee(s) hereby gives consent

It is hereby agreed that if the "**Promoter**" is unable to construct/ continue or complete the construction of the Project or any part thereof, due to any governmental/ regulatory authority's action / Court Order, provided the same is not due to the fault of the

"Promoter", then the **"Promoter"** may, at its own discretion, challenge the same by moving the appropriate court(s), tribunal(s) and / or relevant authority(ies). In such a situation, the amounts paid by the Allottee(s) shall continue to remain with the **"Promoter"** and without bearing any interest and the Allottee(s) may choose to become a party in such legal proceedings. The decision of the court(s), tribunal(s) and / or relevant authority(ies) shall be binding on the Allottee(s) as well.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the **"Promoter"** to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated.

In case the Project is developed in phases, It will be the duty of the **"Promoter"** to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed.

In case the possession of the Apartment / Unit is not delivered by the **"Promoter"** as mentioned herein above the **"Promoter"** shall pay to the Allottee(s) a compensation for the period of such delay till the date of the Completion Certificate / Occupancy Certificate. The said compensation shall be paid at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%.

17. The time frame for handing over possession provided herein above is tentative and extendable further grace period 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 at the rate equal to State Bank of India MCLR + 1% on the Amount received from the Allottee(s) of the Said Apartment 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 take possession of the Said Apartment. The compensation will be paid only to those allottees whose payment was regular and account was not in default status.
18. That, the **"Promoter"**, upon obtaining the Completion Certificate/Occupancy Certificate (as applicable) from the Competent Authority shall offer in writing the possession of the Apartment / Unit, to the Allottee(s) in terms of this Agreement within two months from the date of issue of completion certificate/occupancy certificate (as applicable). The **"Promoter"** agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **"Promoter"**. The Allottee(s) agrees and undertakes that he / she shall join Association of Allottees (AOA) as may be formed by the **"Promoter"** on behalf of the Apartment / Unit holders and to pay any fees,

subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose. The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the "**Promoter**"/its nominated Maintenance Agency / Association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project.

The allottee shall pay to the promoter a sum of Rs. 2000/- for meeting all legal cost charges and expenses including professional fee of advocate to promoter in connection with formation of the society/association of apartment owners and for preparing its rules and regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of conveyance deed.

The Allottee(s) shall be liable to pay House Tax, Property Tax or any other Tax, Cess as applicable under the law as and when levied by government, any local body or authority and so long as the Apartment / Unit of the Allottee(s) is not separately assess to such taxes, fees and cess the same shall be payable by the Allottee(s) in proportion of the Carpet Area of the Apartment / Unit.

If the "**Promoter**" / AOA have to pay the aforementioned amount on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the "**Promoter**" / AOA within 30 days from the date of notice in this regard from "**Promoter**" / AOA. All taxes, charges, cesses levies etc. shall be payable by the Allottee(s) even if such demand is raised by the Authority(ies) retrospectively after the possession and / or Conveyance of the said Apartment / Unit and such demands shall be treated as unpaid consideration of the said Apartment / Unit.

That The Allottee(s) agree, if at any time under any law / order or if the "**Promoter**" / AOA may think necessary to insure the Land / Building / Apartment / Unit / Project the charges towards the same shall be paid by the Allottee(s) proportionately as demanded by the "**Promoter**" / AOA.

That as per the rules and regulations laid down by the Uttar Pradesh Power Corporation Limited ("**UPPCL**") / Pashchimanchal Vidyut Vitran Nigam Limited ("**PVVNL**"), the concerned electricity departments and government undertakings, a multi-point connection is permissible for any Project. However, it shall be the responsibility of the Allottee(s) to apply for the said electricity connection as per the terms and conditions of UPPCL / PVVNL (the concerned electricity departments) and pay the required fees / expenses for the same to the said department. It shall also be the responsibility of the Allottee(s) to pay the said department the charges for the usage of its electricity as per bills raised by the department for the respective connection(s). In case the "**Promoter**" is required to apply for the electricity connection on behalf of the Allottee(s), the expenses to be incurred on such connection(s) (shall be charged from the Allottee(s) in

actual / pro-rated basis) and it shall be the responsibility of the Allottee(s) to pay the same to the **"Promoter"**.

It is agreed and understood that in case Power Backup facility is provided by the **"Promoter"** in the Project / Apartment / Unit, the Allottee(s) shall be liable to pay the charges for the said facility and also for the usage of the said Power Backup as per the consumption. The **"Promoter"** / RWA / Maintenance Agency shall raise the Bill for the said Power Backup consumption and other charges in the name of the Allottee(s) and the Allottee(s) shall pay the same within the time period as mentioned in the said Bill.

19. **Fit Out Period:** On receipt the full dues, the promoter will give final touches i.e. installation of sanitary ware, CP fittings, Hardware Accessories, final touch of paint cleaning of apartment etc., during the Fit out period of 6 months from the date of final payment. This arrangement has been made keeping in view of the experience that after final touch allottee(s) do not proceed with taking possession of the said apartment/and unit get deteriorated over the span of time.

(i) The allottee shall inspect the apartment as per check list, along with earmarked parking space and shall satisfy himself regarding the final settlement of dues, quality/workmanship/specification/elevation/facilities/carpet area/built- up area and total area as per agreement dated _____ and submit duly signed /accepted check list to the promoter.

20. That Upon receiving a written intimation from the **"Promoter"** as per Para 18, the Allottee(s) shall take possession of the Apartment / Unit from the **"Promoter"** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **"Promoter"** shall give possession of the Apartment / Unit to the Allottee(s). In case the Allottee fails to take possession within the time provided in para 18, such Allottee(s) shall be liable to pay to the **"Promoter"** holding charges at the rate of Rs. _____ Per Sq. Ft. Per month of total area for the period beyond 1 months till actual date of possession in addition to maintenance charges as specified in para 18.

21. That after obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment / Unit to the Allottees, it shall be the responsibility of the **"Promoter"** to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the Applicable Law.

22. That the Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the **"Promoter"**, the **"Promoter"** herein shall be entitled to forfeit the booking amount paid for the allotment (i.e. 10% of the total cost) along with all / any taxes, duties, cess etc. deposited by the **"Promoter"** to any concerned department/authority in respect of the said Apartment / Unit. The **"Promoter"** shall return 50% (fifty per cent) of the balance amount of money paid by the Allottee(s) within 45 (forty-five) days of such cancellation/withdrawal and the remaining 50% (fifty per cent) of the balance amount on re-allotment of the Apartment / Unit/ or at the end of one year from the date of cancellation/withdrawal by the Allottee(s), whichever is earlier

However in case of the booking done through any dealer/brokers/channel partners the amount paid towards brokerage/commission will also be forfeited.

22.1. Procedure for Refund of Money on cancellation of flat

In case of cancellation of allotment of flat due to breach of terms and conditions of the agreement or at specific request of applicant (s) /allottee (s) the procedure to be followed will be as stated as under. However, for claiming refund the allottee(s)/applicant (s) will have to surrender following documents :-

- 1) Letter of request for refund of money
- 2) All Original receipts issued by Company and sent to them
- 3) Allotment Letter cum Certificate
- 4) Agreement (Original)
- 5) In case a Bank loan has been raised and the Company has signed the Permission to Mortgage & Tripartite Agreement, the concerned Banks No Dues Certificate and No objection Certificate along with the surrender of the original and copy meant for applicant(s)/allottee (s) of Tripartite Agreement and Permission to Mortgage.
- 6) Cancellation of agreement for sale from Sub Registrar, Ghaziabad.

On receipt of the aforesaid documents process of refund of money will start in terms of this agreement and after the subsequent sale of the flat and realization of the proceeds. In case allottee(s) do not complete the refund formalities within time, the Promoters liability is limited only to refund the amount as per terms of agreement and no other compensation or claim will be payable by the Company.

23. That the **"Promoter"** shall compensate the Allottee(s) in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.
24. **That the "Promoter" hereby represents and warrants to the Allottee(s) as follows:**
- (i) That the **"Promoter"** has absolute, clear and marketable title with respect to the said Land; the requisite right to carry out development upon the said Land and absolute, actual, physical, and legal possession of the said Land for the Project.
 - (ii) That the **"Promoter"** has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project.
 - (iii) The Promoter informed the allottee(s) that there is an encumbrance on the said land or the Project, Moreover before transfer of Unit, necessary permission for transfer in favour of allottee will be obtained by Promoter but at the time of execution of the Sale Deed & Registration thereof NOC from Financial Institution/Bank will be taken by the allottee.
 - (iv) That no litigations are pending before any Court of law or Authority with respect to the said Land or the Apartment / Unit.
 - (v) That all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the **"Promoter"** has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment / Unit and Common Areas.
 - (vi) That the **"Promoter"** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title, and interest of the Allottee(s) created herein, may prejudicially be affected.
 - (vii) That the **"Promoter"** has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment / Unit which shall, in any manner, affect the rights of Allottee(s) under this Agreement.

- (viii) That the "**Promoter**" confirms that the "**Promoter**" is not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee(s) in the manner contemplated in this Agreement.
 - (ix) That at the time of execution of the conveyance deed the "**Promoter**" shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee(s) and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
 - (x) That the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by a and/or no minor has any right, title and claim over the Schedule Property.
 - (xi) That the "**Promoter**" has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the Competent Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment / Unit, or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be;
 - (xii) That no notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the "**Promoter**" in respect of the said Land.
25. That subject to the Force Majeure clause, the "**Promoter**" shall be considered under a condition of Default, in the following events:
- (i) That "**Promoter**" fails to provide ready-to-move in possession of the Apartment / Unit to the Allottee(s) within the time period specified in Para 16 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority.

For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment / Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority.

- (ii) That discontinuance of the "**Promoter**" business as a "**Promoter**" on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.
26. That in case of Default by "**Promoter**" under the conditions listed above a non-defaulting Allottee(s) is entitled to the following:
- (i) That stops making further payments to the "**Promoter**" as demanded by the "**Promoter**". If the Allottee(s) stops making payments, the "**Promoter**" shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) That the Allottee(s) shall have the option of terminating the Agreement in which case the "**Promoter**" shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment / Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the "**Promoter**", interest at the rate prescribed above for every month of delay till the handing over of the possession of the [Apartment / Unit], which shall be paid by the "**Promoter**" to the Allottee(s) within forty-five days of it becoming due.
27. That the Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:
- (i) That in case the Allottee(s) fails to make payments for 2 (two) consecutive demands made by the "**Promoter**" as per the Payment Plan, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the "**Promoter**" on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
- (ii) That in case of Default by Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the "**Promoter**" in this regard, the "**Promoter**" may cancel the Apartment / Unit in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the "**Promoter**" shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

28. That on receipt of Total Price of the Apartment / Unit as per Agreement from the Allottee(s) the "**Promoter**" shall execute the Sale Deed and convey the title of the Apartment / Unit together with proportionate indivisible share in the Common Areas. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorize(s) the "**Promoter**" to withhold registration of the Sale Deed / Conveyance Deed in his/her/ their favour till payment of stamp duty and registration charges to the "**Promoter**" is made by the Allottee(s).
29. The Allottee(s) hereby agree that until a Sale Deed/Conveyance Deed is executed and registered, the Promoter shall continue to be the owner of said Apartment/Unit and also the construction thereon and the allotment of the Apartment/Unit shall not give to the Allottee(s) any rights or title or interests therein even though all payments have been received by the Promoter. The Promoter/financial institution/Bank shall have the first lien and charge on the said Apartment/Unit (including on any income/ rent there from) for all its dues and other sums as are and/or that may become due and payable.
30. That the Allottee(s) at the time of signing of the Sale Deed of the Allotted Apartment / Unit shall also be required to sign a separate Maintenance Agreement towards the allotted unit. The "**Promoter**" / its nominated Maintenance Agency shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project:
- i) Maintenance Charges: Commencing from the date notified by the Promoter for taking over possession of the Said Apartment, the Allottee(s) agrees to pay to the Maintenance Agency an amount@ Rs. 3/- per sq. ft. on total area, of Maintenance Charges & Sinking Fund @ Rs. 1/- per sq. ft. total area (subject to cost index) equivalent to 24 months of Maintenance Charges & Sinking Fund in advance, at the time of notice of possession of the Said Apartment. The Allottee(s) hereby undertakes to comply with all the terms and conditions stipulated in the Maintenance Agreement, which inter-alia includes provisions for maintenance charges & sinking fund after expiry of period of 24 months for becoming member of the Apartment Owners Association, as and when formed, and the scope of maintenance etc.. The maintenance charges & sinking fund shall be payable at the rates determined by the Maintenance Agency, irrespective whether the Allottee(s) is in occupation of the Said Apartment or not. It is agreed that the Maintenance Charges & Sinking fund may be enhanced, from time to time, as may be determined by the Maintenance Agency. In addition, a sinking fund may be created and will be paid extra by Allottee. The Maintenance charges & Sinking Fund may be realized in a pre-paid format by integrating them into the pre-paid

electricity system or otherwise after the period of advance maintenance is over.

- ii) The Allottee(s) 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 equipment and other related works.
 - iii) 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 from the date of completion certificate. However, if the Association of Allottees is not formed within 2 year of the issuance of completion certificate the **"Promoter"** / its nominated Maintenance Agency will be entitled to collect from the Allottees the maintenance amount as decided/fixed from time to time by **"Promoter"** / its nominated Maintenance Agency and the same shall be payable by the Allottee(s) to the **"Promoter"** / its nominated Maintenance Agency.
 - iv) The Maintenance Charges as intimated to the Allottee(s) by the Maintenance Agency, shall be payable by the Allottee(s) within a period of seven (7) days of demand. In case of delay in monthly maintenance charges within this period, interest @ 18% p.a. plus applicable GST shall be charged for the period of delay. In case of failure of the Allottee(s) to pay the monthly maintenance charges on or before the due date, the Maintenance Agency will be entitled to effect disconnection of services to the Allottee/s that may include disconnection of intercom/garbage collection/power back-up, and debarment from usage of any or all common facilities within the Project / Said Building / Said Apartment. The Maintenance Agency may also, apart from other remedies open to it, restrict or object to the transfer of the Said Apartment by the Allottee(s).
- a) The GST on Maintenance Charges of the Project will be separately and proportionately borne by the Allottee(s).
 - b) This arrangement shall continue till the maintenance of the Project / Said Building / Said Apartment is handed over to the Municipal Authorities or the association of the allottees/ occupants.

In such case, the Maintenance Agency shall return the IFMS after deducting any default of maintenance charges and other charges/deposits borne by the Maintenance Agency with respect to the Said Apartment to the association and discontinue maintenance of the Project.

- v) The Allottee(s) or its nominees/ agents/ employees etc. shall at all times comply with the rules and regulations laid down by the Maintenance Agency.

It is hereby agreed and understood by and between the "**Promoter**" and the Allottee(s) that the Allottee(s) at the time of the offer of possession shall pay to the "**Promoter**" an amount of Rs.30/- per sq. feet p.m. on total area towards the Interest Free Maintenance Security (IFMS).

The "**Promoter**" / Its nominated Maintenance Agency shall be entitled to recover the Maintenance charges if not paid by the Allottee(s) from the IFMS amount deposited by the Allottee(s). The "**Promoter**" shall also be entitled to utilize said IFMS amount in case of any major breakdown or the replacement of any capital item, till the time the Project is handed over to the Association of Allottee(s) (AOA) / Competent Authority, however the balance remaining in the account of IFMS at the time of the handover of the Project to the AOA or any other Competent Authority shall also be transferred.

31. DEFECT LIABILITY

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 issue of completion certificate of the respective tower/offer of possession whichever is earlier. It is agreed that in case any structural defect or any other defect in workmanship, quality or any other obligations of the Promoter as per the agreement for sale is brought to the notice of the Promoter within a period of 5 (Five) years by the Allottee from the date of issue of completion certificate of the respective tower/offer of possession whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge within 30 days. Provided however, that the Allottee/s shall not carry out alteration of the whatsoever nature in the said apartment or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water or any covering of any balcony by temporary or permanent structure. If any of such works are carried out the defect liability automatically shall become void. The word defect there means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc. 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 and 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.

Any bought-out items provided to the Allottee(s) within the apartment as per this agreement, as has been purchased from the manufacturing companies / third parties, therefore the defect liability of such items shall be on back-to-back basis and would be limited to the period as offered by its manufacturing company / third party.

32. That the "**Promoter**"/Maintenance Agency /Association of Allottees shall have right of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

a) That the earmarked car parking will be available inside the complex, as per type opted for by the allottee(s) in the Application Form. The cars /Scooters /Two Wheelers /Cycles will be parked within the same parking spaces allotted to the allottee(s). No car /vehicle is allowed inside the complex except those who have been allowed the facility of one covered/Open car parking as per option made. The company also reserve its rights to allot the facility of car parking of balance available spaces, in future, after handing over the maintenance of the said complex to the Resident's Welfare Association (A.O.A.) of owners of the apartment(s). The R.W.A. (A.O.A.) or owners / Allottees / occupiers of the apartments shall not have any right over the un-allotted parking spaces. The allotted earmarked Car Parking Space shall automatically stand transferred with the transfer of the said apartment.

33. That services areas in the Project shall be earmarked and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps, and equipment etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas & basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering services/maintenance.

34. That the possession of the area within the internal walls of the Apartment/Unit shall be given in the bare shell condition and the possession of Common Areas thereof shall be given in the finished condition. The Allottee shall, after taking possession, be solely responsible to carry out maintenance of the said Apartment / Unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning, and maintenance of the said Apartment / Unit at its own costs to keep the said Apartment / Unit in good condition, without affecting and disturbing the other Apartment / Unit holders. Allottee(s) shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium, or the compound which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Apartment / Unit and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
35. That The Allottee(s) shall not subdivide the Apartment / Unit in any manner, demolish, make, or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment / Unit or any part thereof, and shall not chisel/ drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the building would be caused in any manner and all consideration of safety, firefighting systems will have to be observed/ maintained.

That the Allottee(s) shall carry out day to day maintenance of the said Apartment / Unit and fixtures and fittings installed therein including painting, polishing of interior, electrical fittings and maintenance, plumbing, sewer drainage, cleaning, and maintenance of the said Apartment / Unit at its own costs without affecting and disturbing the other unit holders.

That the Allottee(s) further undertakes, assures, and guarantees that he/she would not put any fixtures and fittings including but not limited to Air conditioners / coolers etc. sign-board/name- plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas except in the way / size in which he / she is permitted by the "**Promoter**". The Allottee(s) shall also maintain the standards and uniformity in this regard. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Apartment / Unit or place any material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment / Unit.

That the Allottee/s shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of said apartment until all the dues payable by Allottee/s to the Promoter under this Agreement are fully paid up and only if said Allottee/s had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until said Allottee/s has intimated in writing to the Promoter.

That the Allottee(s) may get insurance of the contents lying in the Said Apartment at his/her/their own cost and expenses. The Allottee(s) shall not keep any hazardous, explosive, inflammable material in the Said Apartment. The Allottee(s) shall always keep the Promoter or its Maintenance Agency harmless and indemnified against any financial/criminal liability for loss of life and property by reason of any fire, theft, Burglary or any other incident of crime/mishap occurring in the Said Apartment or any part or portion thereof.

The Allottee(s) hereby agrees and confirms to indemnify the "**Promoter**" against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Apartment / Unit for which the Allottee(s) of the Apartment / Unit shall be solely liable and responsible, without any recourse to the "**Promoter**".

The Allottee(s) shall not use or permit use of the said Apartment / Unit for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose.

36. That the Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the "**Promoter**" and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
37. 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.
38. That the Parties are entering into this Agreement for the allotment of an Apartment / Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project.
39. That in case the Allottee(s) wants to avail loan facility from any Financial Institution / Bank to facilitate the purchase of the Apartment / Unit applied for, the "**Promoter**" shall facilitate the process subject to the following.

- I. Any financing / loan agreement between the Financial Institution / Bank and the Allottee(s) shall be entered into by the Allottee(s) at his / their sole cost, expense, liability, risk, and consequences.
 - II. The terms and conditions of the financial institution / bank shall exclusively be binding and applicable only up on the Allottee(s).
 - III. The responsibility of the disbursal of the sanctioned loan, as per the payment plan shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or disbursement getting delayed the payment to the **"Promoter"** as per the schedule shall be the responsibility of the Allottee(s) failing which the Allottee(s) shall be governed by the provisions contained in clause no. – 27 of this agreement.
 - IV. The payment plan opted by the Allottee(s) is final and no change is normally allowed in the same. In case the Allottee(s) desire any change, Allottee(s) shall make a request in writing which the **"Promoter"** may consider without any obligation. However, if the **"Promoter"** decides to make any change as per the request of the Allottee(s) then the Allottee(s) shall be liable to make payments as decided by the **"Promoter"**.
 - V. In case of default in repayment of dues of the Financial Institution / Bank by the Allottee(s), Allottee(s) authorize the **"Promoter"** to cancel the allotment of the said Apartment / Unit and repay the amount after deduction of the booking amount (i.e., 10%), Interest on delayed payments, other charges, and taxes, directly to the Financial Institution / Bank, on receipt of such request from Financial Institution / Bank, without any reference to the Allottee(s).
 - VI. 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 agreement.
40. That after the **"Promoter"** executes this Agreement it shall not mortgage or create a charge on the Apartment / Unit and if any such mortgage or charge is made or created to raise finance from any Bank / Financial Institution / Corporate Bodies and for this purpose if any Equitable Mortgage on construction or on the proposed built-up area is created in favor of one or more Financial Institutions, the Allottee(s) shall have no objection to it however notwithstanding the foregoing the **"Promoter"** shall ensure to have any such charge created, vacated on completion of the Project before transfer / conveyance to the title of the Apartment / Unit to the allottee(s), however notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment / Unit.

41. That the **"Promoter"** has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The **"Promoter"** is making compliance of various laws/regulations as applicable in the state of Uttar Pradesh.
42. That forwarding this Agreement to the Allottee(s) by the **"Promoter"** does not create a binding obligation on the part of the **"Promoter"** or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly the Allottee(s) appears for the registration of the same before the Sub – Registrar for the execution of this “Agreement for Sale”. If the Allottee(s) fails to execute and deliver to the **"Promoter"** this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s), then the **"Promoter"** shall serve a notice to the Allottee(s) for rectifying this default in case even after the service of the said notice the Allottee(s) does not deliver the executed agreement to the **"Promoter"** the **"Promoter"** shall have the right to cancel the said allotment and refund the amount (if any) after deducting 10% booking amount from the amount deposited by the Allottee(s).
43. That this Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Unit, as the case may be.
44. That this Agreement may only be amended through written consent of the Parties.
45. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment / Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment / Unit in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.

That the Allottee(s) is entitled to get the name of his / her / their nominee(s) substituted in his/ her / their place, with prior approval of the Promoter, provided the Allottee(s) has paid at least 40% of the total Consideration and has cleared all dues till that date to the Promoter, who may in its discretion permit the same on such conditions as it may deem fit and proper keeping in view the guidelines issued by GDA (Ghaziabad Development Authority) / State of UP.

That the Promoter may, at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Allottee(s) to get the name of his/her/their nominee(s) substituted in his/her/their place subject to such terms and conditions and charges / transfer fee as may be prescribed by the Promoter. The Allottee(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. In the event of any imposition of executive instructions at any time after the date of the application to restrict nomination/ transfer/assignment of the Said Apartment by any authority, the Promoter will have to comply with the same and the Allottee(s) has specifically noted the same.

That the applicant & co-applicant (if any) will have equal share in the apartment and in case of death of any of them the booking will continue only after providing a certificate regarding the legal heirs of the deceased from the appropriate authority and a No Objection Certificate from the bank if availed a loan. Similarly in a divorce case or where a dispute arises between applicants the booking will continue only after providing consent in writing by them and No Objection certificate from the bank concerned. The interest over the delayed payment shall be charged and the dispute whatsoever stated above shall not give any effect to that. In all the above said circumstances there will be a time limit of maximum up to two months there after the company can cancel the said booking/ allotment and the allottee (s) shall have no claim or right whatsoever except to claim for the refunds of amount deposited, and in such cancelation there will be a deduction of 10% of the cost of the apartment. For the refund in a divorce / dispute case as stated above, consent of the applicants / Allottees shall be necessary.

46. 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.
47. The promoter shall not be responsible towards any third party making payment / remittance on behalf of allottee and such third party shall not have any right in the application /allotment of the apart in any way and promoter shall issue the payment receipt in favour of allottee only.
48. The Purchaser/s herein is well aware that, the central Government of India has inserted Sec.194-1A. in Income Tax Act 1961 imposed responsibility on Allottee/s if consideration payable by the Allottee/s to the Promoter is more than Rs. 50,00,000/- then at the time of credit of such sum to the account of the Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly

- a. Provided that, at the time of handing over the possession of the said tenement if any such Challan-cum-statement in Form 26QB and Form 16B(or by whatever name called) is not produced by the Allottee/s, then Allottee/s herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee/s under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee/s on submitting Challan-cum-statement in Form No. 26QB and Form 16B within 15 days from the end of the month in which possession of the tenement is delivered by The Promoter to the Allottee/s.
- b. Notwithstanding anything contents stated hereinabove, the liability to pay the aforesaid taxes, etc., will be always on Allottee/s of the said apartment and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interest 18% per annum plus applicable GST and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, aforesaid encumbrance shall be on said apartment being first encumbrance of the Promoter. The Allottee/s herein with due diligence has accepted the aforesaid condition.

49. The Building and other Construction Worker's Welfare Cess Act. 1998 :

Levy and Collection of Cess: It shall be levied and collected as cess for the purposes of the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996, at such rate not exceeding two per cent, but not less than one per cent, of the cost of construction incurred by an employer, as the Central Government may, by notification in the Official Gazette, from time to time specify.

The Allottee(s) shall be liable to pay power back-up charges in respect of the Said Apartment on actuals through the pre-paid metering system.

50. The Allottee(s) shall be liable to pay power back-up charges in respect of the Said Apartment on actuals through the pre-paid metering system

51. NAME OF THE PROJECT /BUILDING/S WINGS:

Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between the parties hereto that, the Promoter herein has decided to have the name of the Project **“WINDSOR MAJESTY”** and building will be denoted by letters or name **WINDSOR MAJESTY** or as decided by the promoter and further erect or affix Promoter's name board at suitable places as decided by the Promoter herein on a building and at the entrances of the scheme. The Allottees/s in the said project /building/ s or proposed organization are not entitled to change the aforesaid project name and remove or alter Promoter's name board in any circumstances. This condition is essential

condition of this Agreement.

52. That the "**Promoter**" may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement; waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the "**Promoter**" in the case of one Allottee(s) shall not be construed to be a precedent and / or binding on the "**Promoter**" to exercise such discretion in the case of other Allottees.
53. That failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision
54. That if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
55. That the execution of this Agreement shall be complete only upon its execution by the "**Promoter**" through its authorized signatory at the "**Promoter's**" Office.
56. That all notices to be served on the Allottee(s) and the "**Promoter**" as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the "**Promoter**" by Registered Post at their respective addresses specified below:

_____Name of Allottee(s)

_____(Allottee Address)

Windsor Paradise Heights Pvt. Ltd.

Corporate Office: **27A, 3rd Floor, GNB Mall, Raj Nagar Extension, Ghaziabad, U.P. - 201017**

It shall be the duty of the Allottee(s) and the "**Promoter**" to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the "**Promoter**" or the Allottee(s), as the case may be.

57. That in case there are Joint Allottees all communications shall be sent by the "**Promoter**" to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
58. APARTMENT OWNERSHIP ACT: The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the U.P. Apartment Act 2010 and as amended from time to time. The Promoter showing compliance of various laws/regulations as applicable at the time of execution of the Agreement.
59. Two sets of this Agreement are been executed on a non-judicial stamp paper of Rs100/- each and the Promoter shall retain one copy for reference and record and the Allottee(s) shall retain another one.
60. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.
61. That all or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Corporate Office: **27A, 3rd Floor, GNB Mall, Raj Nagar Extension, Ghaziabad, U.P. - 201017** After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar, Ghaziabad. Hence this Agreement shall be deemed to have been executed at Ghaziabad at Promoter's office.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Ghaziabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is an Individual)

Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Co-Allottee)

Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____

Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Company)

Signature: _____

Name: _____

Address: _____

Phone/Mobile: _____

E-Mail: _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Partnership Firm)

Signature: _____

Name: _____

Address: _____

Please sign across
the Photograph

Please sign across
the Photograph

Please sign across
the Photograph

Please sign across
the Photograph

Phone/Mobile: _____
E-Mail: _____

Please sign across
the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a HUF)

Signature: _____
Name: _____
Address: _____

Phone/Mobile: _____
E-Mail: _____

Please sign across
the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (if the Allottee is a Trust/Society/Any Other)

Signature: _____
Name: _____
Address: _____

Phone/Mobile: _____
E-Mail: _____

Please sign across
the Photograph

Windsor Paradise Heights Pvt. Ltd. – “Promoter” (CIN No. - U45309DL2022PTC404962)

Signature (Authorised Signatory)

Name: _____
Address: _____

At _____ on _____

In the presence of:

WITNESSESS :

Signature : _____
Name : _____
Address : _____

Signature : _____
Name : _____
Address : _____

PAYMENT PLAN (ANNEXURE – A)

LAYOUT PLAN OF APARTMENT / UNIT TO BE PASTED
(As per Carpet Area)

SPECIFICATIONS OF THE APARTMENT / UNIT TO BE PASTED

Welcome : Windsor Paradise Heights Private Limited

Project Registration

Promoter Details | Plan Details | Other Details | Upload Documents | Contact Details |

Other Details

Contractor Name *

Unity Aurum Construction Private Limited

Contractor Address *

H. No.-705, Niti Khand-III, Indirapuram, Ghaziabad, Uttar Pradesh,PIN-2

Architect Name *

Vishal Mittal - Space Designers International

Architect Address *

B-34, Sector-67, NOIDA, Gautam Buddha Nagar, Uttar Pradesh,PIN-201

Architect Licence Number *

CA/1998/23185

Structural Engineer Name *

Maqsud E Nazar- NNC Design International

Structural Engineer Address *

G-70, 2nd Floor, Jaswant Plaza, Near Kalindi Kunj, Main Sarita Vihar Road

Mobile number(Project Co-ordinator) *

9289972425

Create Project Password *

Password....

Confirm Password *

Confirm Password....

SAVE AND CONTINUE



The Real Estate (Regulation and Development) Act, 2016 is an Act of the Parliament of India which seeks to protect home-buyers as well as help boost investments in the real estate industry. The Act came into force from 1 May 2016.

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