WINDSOR ARROW
Infratech Pvt. Ltd.

Registered office:
B-206,Ansal Chamber-I,
Bhikaji Cama Place,
New Delhi-110066
CIN: U45200DL2011PTC218587

ALLOTMENT OF CAR PARKING

Dated : 16/03/2021

Sub : Grant of Usage Right of Parking Bay No UB-37 in Windsor Premium Tower , Officer City – 2, Raj Nagar Extension, Ghaziabad.

Dear Sir,

We by way of this letter grant usage right to the subject parking bay bearing no UB-37 (Covered/~~Open/Stilt~~) (in short "Bay") with respect to your Flat No. 1108, subject to the terms and conditions mentioned here under :

1. The bay granted herein shall be used to park your vehicle only and you shall not park your vehicle anywhere else.
2. Grant of the usage right does not confer a legal title /ownership right in the bay nor does it entitled you to use the bay for any other purpose other than parking of your vehicle.
3. No construction and /or material alteration /modification of any nature, whatsoever on the bay is permissible. If any construction or material alteration/modifications being made by you on the bay, the company shall remove the same and restore the bay to its original form and all expenses/cost that may be incurred by company towards this end shall be payable by you on demand without any demur .
4. The usage right to the bay is on transferable /non assignable.
5. At the time of selling /transfer of the flat to any person (s)/firm it shall be mandatory to either transfer/assign the space to that prospective purchaser or to any other allottee/s of the said complex only .
6. The transfer /assignment of the space shall be done only with prior written approved of the company. Any request for transfer /assignment may be considered by the company depending on the condition and on payment of charges, as it deem fit and proper.
7. Company & its employee shall not be responsible for loss or damage of your vehicle or its content by fire, vandalism, theft or any other causes and you shall be alone liable and responsible for all incident & accident.

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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8. The vehicle without appropriate parking permit shall not be allowed to be parked.
9. Grant of usage right of the bay be cancelled by the company in the event of contravention of any of the above mentioned terms .on the event of cancellation company may forfeit the amount paid by you for the bay and the company shall have the right to grant of the bay to any other person(s) without any reference to you.

You are requested to sign this letter in duplicate, there by recording your confirmation / acceptance of this communication.

(Note: The parties to this letter will retain one copy for future reference and records)

Yours truly

UB : Upper Basement

For **M/s Windsor Arrow Infratech Pvt. Ltd.**

Authorised Signatory Authorise

Confirmed & Accepted

Allottee/s Signature 1st (.....

Name Mr/Mrs.....
Flat No .11.08

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Infratech Pvt. Ltd.

Registered office:
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New Delhi-110066
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POSSESSION LETTER

I Mr. Pankaj Singhal S/O/W/O, Raghunath Prashad Agarwal R/O H.No. 113, 2nd Floor, Sec-5, Vaishali, Ghaziabad, DO HEREBY CONFIRM TO HAVE TAKEN THE VACANT AND ON THE SPOT POSSESSION OF FLAT NO. 1108, BLOCK - H (WINDSOR PREMIUM TOWER) COMPRISING OF TWO/THREE BEDROOMS, ONE DRAWING CUM DINING, KITCHEN, TWO TOILET CUM BATH ROOM, AND BALCONIES SHOWN IN THE LAYOUT PLAN OF OFFICER CITY - 2, ON DT. 16/03/2021 IN PURSUANCE OF ALLOTMENT LETTER DT .....ISSUED IN OUR NAME.

I further declare that we have taken the possession of our Flat mentioned above after full and final settlement of amount and no claims has been left pending by us and I am fully satisfied with the quality, construction and materials supplied therein.

(.....)

Delivered the vacant physical possession, complete in all respects of the above said flat to the full satisfaction of MR/~~MRS~~ Pankaj Singhal the allottee.

Witnesses:

1.

2.

For Windsor Arrow Infratech Private Limited

Authorised Signatory

Site Head/In charge/Authorized Signatory

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WINDSOR ARROW INFRATECH PRIVATE LTD.

WINDSOR PREMIUM TOWER,OFFICER CITY – 2, RAJ NAGAR EXTN. GHAZIABAD

Check List of Block :- H

Flat No. :- 1108

DATE :- 16/02/2021

Name:- Mr. Pankaj Singhal

S.No.	Description of work	Location	Status of work
1	Wall Tile	Master , Common Toilet & Kitchen	Ok
2	Floor Tile	2 Nos Bedroom, Kitchen, Drawing Room, Dinning, Toilets & 3 Nos Balcony	Ok
3	Aluminium work with glass	Bedroom,Kitchen,Drg.Room	Ok
4	Flush Door Shutters with fittings	Main Door, 2 nos Bedroom, 3 nos Toilet	Ok
5	Electrical wiring & Switch Socket with D.B.	2Nos Bedroom, Kitchen, Drawing Room, Dinning, Toilets & 3 Nos Balcony	Ok
6	Grid False Ceiling	Master & Common Toilet	Ok
7	Paint work	2 Nos Bedroom, Kitchen, Drawing	Ok
8	C.P. fitting & china Ware	Master & Common Toilet	Ok
9	S.S. Sink & C.P. Fitting	Kitchen	Ok
10	Electric meter & Display		Ok

Remark:-

For Windsor Arrow Infratech Private Limited

Authorised Signatory

Tower Incharge **Customer Sign.** **Maintenance Manager Sign.**

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Dt: 16/03/2021

To,
The Director,
Windsor Arrow Infratech Pvt Ltd.

Sub : Request for Registration of Flat No 1108, Block – H , Windsor Premium Tower, Officer City – 2, Raj Nagar Extension, Ghaziabad

Dear Sir,
I am the allottee of above said Flat in your project and paid the full amount towards the cost of the flat and taken possession of the flat to my satisfaction and now request you to execute the sale deed in my favour.

Please do the needful at the earliest and oblige.

Thanking you,

(Signature with Name)

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ANIL KUMAR KANSAL
LICENSE NO. 352
TEHSIL COMPOUND, GZB.

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

सत्यमेव जयते

Certificate No.	:	IN-UP46041932446939T
Certificate Issued Date	:	10-Mar-2021 02:27 PM
Account Reference	:	NEWIMPACC (SV)/ up14000404/ GHAZIABAD/ UP-GZB
Unique Doc. Reference	:	SUBIN-UPUP14000404794545096016l9T
Purchased by	:	WINDSOR ARROW INFRATECH PVT LTD
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	WINDSOR PREMIUM, TOWER OFFICER CITY-2, RAJNAGAR EXTN, GHAZIABAD
Consideration Price (Rs.)	:	
First Party	:	WINDSOR ARROW INFRATECH PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	WINDSOR ARROW INFRATECH PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

Please write or type below this line

This Stamp paper is part of this indemnity cum undertaking Bond

Flat No-1108

For Windsor Arrow Infratech Private Limited

Authorised Signatory

Any discrepancy in the details of this Certificate and/or in the Certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details of this Certificate and/or in the Certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. The onus of checking the legitimacy is on the users of the certificate. In case of any discrepancy please inform the Competent Authority.

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INDEMNITY – CUM – UNDERTAKING EXECUTED BY Mr. Pankaj Singhal And Jyoti Singhal IN FAVOUR OF M/S WINDSOR ARROW INFRATECH PVT.LTD AND ITS SUCCESSORS, ASSIGNS, AFFLIATES, SUBSIDIARIES, EMPLOYEES, DIRECTORS, AGENTS AND OFFICERS.

I, Pankaj Singhal S/o, ~~W/o, D/o~~ Raghunath Prasad Agarwal,

R/o H.no - 113, 2nd floor Sec - 5 Vaishali Ghz.

do hereby solemnly undertake and declare as under:

1. That I am the purchasers of Flat No 1108 in Tower No - H, admeasuring 995 sq.ft. (92.44 sq.mtrs) super area in Windsor Premium Tower Officer city -2 (herein after referred as the said Flat) along with car parking no 28.33 In basement/stilt/Open in terms of the flat buyer Agreement executed between me and Windsor Arrow Infratech Private Limited., a company registered under the Companies Act 1956, having its Registered office at B-206, Ansal Chamber -1, Bhikaji Cama Place, New Delhi -110066 (herein after referred to as "Company") the term 'Company ' as used herein shall mean and include their respective successors , assigns , affiliates , subsidiaries , employees , directors ,agents and officers (collectively also referred to as Indemnified Parties)

2. That the company has provided me the access to the said Unit for commencing the fit-out there in. I have completely satisfied myself with all aspects of the Unit in respect of its condition, documents, title ,status ,size ,super area, measurement, dimensions, location , quality of construction and materials used, specifications services provided etc. which I acknowledge to be completely in accordance and compliance with the term so the Flat Buyer Agreement and my requirements or anytime in future ,against the company in respect of or in relation to the Unit including but not limited to the aspects inspected and verified by means above .

3. That I undertake to abide by all the rules and regulations , buy-laws of GDA ,local municipal authority including municipal authority of Ghaziabad and /or any other competent authority , as may be applicable from time to time . I undertake not to violate any Building Bye-laws, terms and conditions of undertaking and agreement submitted to the GDA in respect to the above project and /or any other rules and regulations applicable to the said group housing including those laid down by any maintenance Agency and /or any association formed by the owners of Flat in the complex in which my Flat exists. In case of any violation, I shall be solely/jointly and severally liable /responsible for all legal and financial consequence arising there from, to the complete exclusion of the Company.

4. That shall not to use the said flat and car parking(s) in the said group housing for any purpose other than permitted use as per law and sanctioned plan by GDA, or any other competent authority or as per the flat buyer Agreement or as intimated from time to

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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time by any maintenance Agency /or any association formed by the owners of flat in the complex in which my flat exists.

5. That I warrant and undertake that I shall not do or omit to do any act , the consequence of which may be that the indemnified parties may suffer any loss , costs, liabilities, expenses , legal proceeding .

6. That I shall execute the maintenance Agreement with the maintenance service provider and /or any association formed by the owners of flat in the complex in which my flat exists and shall pay the security and maintenance charges as applicable and demanded by such maintenance service provider .

7. That I undertake that I shall continue to remain liable to pay all the statutory taxes , liabilities or charges related to the said flat as may be demanded by the GDA , municipal authority or any other competent authority or Government/ local body(ies) at any point of time in present or future .

8. That in the event any enhanced / revised charges for EDC/IDC as well as any new /increased tax /cess / levy is levied upon the beneficiary by any government or authority or department or agency (even if retrospectively) including interest thereon, I undertake to pay or reimburse the same to the beneficiary (In the event the same is discharged by the beneficiary) such tax / charges / levies (as determined by the authority / beneficiary.

9. That I hereby agree and acknowledge that all payments or penalties in terms of the allotment letter / flat buyer agreement payable to me have been paid / settled by the company to my fullest satisfaction and if otherwise I hereby waive all of my such right to receive such payments / penalties from the Company . as on execution date hereof I am left with no claims or liabilities, whether monetary or otherwise against the Companies and also I undertake not to raise any claim or demand in this regards from the Companies.

10. That I do hereby agree and undertake that I shall not raise any claim or dispute, monetary or otherwise, against the various charges already deposited with the Companies before or at the time of taking over of the physical vacant possession of the said flat.

11. That I will not carry out any changes / modification /alterations that result in encroachment of Common Areas or that result In damage or disturbance to common areas , adjacent , upper or lower units or any other unit in the complex. That I will be responsible to make good any loss that may be caused to the Company, common area, adjacent, upper or lower units or any other unit in the complex due to any act of commission or omission on my part or on the part of the labour employed by me or for any act which may result in delay of getting Completion Certificate / Partial Completion Certificate due to negligence on my part or on the part of labour employed by me for fit out.

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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12. That I have no permission for putting of advertising board /neon signs etc. on any part of the building including internal corridors, external face and common Areas.

13. That the company shall in on way be held responsible for the labour / technician deployed at the site by me to carry out the required fit-out jobs.

14. That this indemnity –cum-under taking is in addition to the conditions of Allotment Letter / flat buyer Agreement and this undertaking shall not super cede any obligation, duty or undertaking assumed by me in respect of the flat under or by virtue of any previous agreement, undertaking, affidavit or such other document including the allotment application and the allotment letter/flat buyer's Agreement.

In witness where of I the above named set my hands on these present on the date hereinabove mentioned in the presence of the witness who have also set and subscribed their respective hands in my presence and in the presence of each other.

For Windsor Arrow Infratech Private Limited

Authorised Signatory

Witness :

1.

Deponent/s

2.

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LICENSE NO. 352
TEHSIL COMPOUND, GZB.

सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

e-Stamp

Certificate No.	:	IN-UP46039066152177T
Certificate Issued Date	:	10-Mar-2021 02:25 PM
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Unique Doc. Reference	:	SUBIN-UPUP14000404794593630988 66T
Purchased by	:	WINDSOR ARROW INFRATECH PVT LTD
Description of Document	:	Article 5 Agreement or Memorandum of an agreement
Property Description	:	WINDSOR PREMIUM, TOWER OFFICER CITY-2, RAJNAGAR EXTN, GHAZIABAD
Consideration Price (Rs.)	:	
First Party	:	WINDSOR ARROW INFRATECH PVT LTD
Second Party	:	Not Applicable
Stamp Duty Paid By	:	WINDSOR ARROW INFRATECH PVT LTD
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)

.....Please write or type below this line.....

This Stamp paper is part of this maintenance Agreement

Flat no - 1108

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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MAINTENANCE AND SERVICE AGREEMENT

This Agreement of Maintenance and Service (hereafter referred to as the 'Agreement) is made at Ghaziabad on this 16th day of March 2021.

BY AND BETWEEN.

M/s. Windsor Arrow Infratech Pvt Ltd. a company incorporated under the provisions of Companies Act, 1956, and having its registered office at B-206, Ansal Chamber – I, Bhikaji Cama Place, New Delhi-66 (hereinafter referred to as the 'Maintenance Agency' which expression shall, unless it be repugnant to the subject or context, include its executors, administrators, successors and permitted assigns and Nominee firm or company) through its Authorised Signatory Mr Shahanawaz Khan, the PARTY OF THE FIRST PART.

AND

I Pankaj Singhal S/o/w/o Shri Raghunath Prasad R/o Hno 113 2nd floor Sec-5 vaishali Ghz referred to as the 'Allottee' which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, legal heirs, executors and permitted assigns) being the PARTY OF THE SECOND PART.

The Maintenance Agency and the Allottee are hereinafter collectively referred to as the Parties' and individually as the Party'.

WHEREAS:

A. M/s. Windsor Arrow Infratech Private Limited, a company incorporated under the provisions of the Companies Act 1956 (hereinafter referred to as the "Developer") has developed a multistoried residential complex in the name of "WINDSOR PREMIUM TOWER" in OFFICER CITY-2, at RAJ NAGAR EXNT.NH-58 , Ghaziabad 201017 (U.P.) (hereinafter referred to as the Complex) duly approved for residential use by the concerned authority,

B. The Allottee is a buyer of the residential **Flat No** 1106 **on** 11th **floor in block H admeasuring** 995 square feet of super area (Hereinafter referred to as the "Said Unit"). The Allottee has booked the Said Unit with the Developer vide Allotment Letter/Booking Form dated ……,for residential purposes only.

C. As per the Allotment Letter dated …… issued in favor of the Allottee, the Developer or its nominee is entitled to carry out the maintenance services in the complex and collect the maintenance charges itself or through a nominated maintenance agency.

NOW THIS AGREEMENT WITNESSETH AS UNDER:

A. TERM OF AGREEMENT-

1. It is agreed between the Parties that this Maintenance Agreement shall commence from the date of possession of the said Unit by the Allottee or any other date fixed by the developer whichever is earlier and the same shall continue to be in force till the time the Allottee is the legal owner of the said Unit. The term of the Maintenance Agreement can also come to an end if the same is terminated by the maintenance agency as per the clause no.39 of this agreement.

B. MAINTENANCE SERVICES:

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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Subject to the compliance of all terms & conditions of this Agreement and regular payment of Maintenance Charges by the Allottee, the developer or its nominee shall provide maintenance services in respect of the Said Unit and the Common Areas within the Complex("Maintenance Services in accordance with this agreement. The Maintenance Services shall be provided to the Allottee during the Normal Operational Time (From 10 AM to 6.30 P.M) except the security which shall be provided on 24 hours basis. The services will be provided beyond the normal operational hours only in cases of emergency.

The Maintenance services provided to the Allottee/Residents shall include following services:

a) Operation and routine maintenance of the electro-mechanical equipment including those in relation to power supply, supply of water, sewerage and fire fighting systems, diesel generator sets, lifts (hereinafter collectively referred to as the "Service Equipment").
b) Operation and maintenance of the Common Areas, basement in the Complex, parking areas and other areas forming part of the Complex excluding the areas within the Said Unit and other units.
c) Operation and maintenance of the: (i) open spaces in the Complex (excluding areas within the Said Unit) such as the compound wall, roads, paths and landscaping; (ii) facilities in the Complex such as electrification, lighting, water supply, tube-well and sewerage.
d) Provision of security services in the Complex are on a 24 hours basis.
e) Routine maintenance and repairs inside individual Unit with cost of material. The maintenance agency, for maintenance purposes in the said Unit, shall provide its service staff for certain works only. No material of any type/kind shall be provided by the Maintenance Agency.
f) Engagement of maintenance staff and payment of their salaries.
g) Operation and maintenance of club including swimming pool and gym. However Operation and maintenance charges for these facilities shall be charged only from those Allottees who have taken the membership of club. The Operation and maintenance charges for club shall be in addition to normal CAM charges.However the maintenance charges shall not include cost of replacement, refurbishing, major repairs etc. of the Complex plants, service equipments and fire fighting system etc installed in the Complex. These expenses shall be met with the IFMS (Interest Free maintenance Security) deposited by all Allottees.

The maintenance staffs of the complex shall be assigned their job as mentioned below.

I. Electrician: Only to ensure the supply of electricity in the said Unit, not to change any fused tube etc or installation of any electric fixture etc. If any loss to wiring occurs due to short circuit or any fault in the said Unit by an electric fixture or in case of any accident, the requisite material/wire etc. shall also be supplied by the Allottee.
II. Plumber: Only to ensure the adequate supply of water in the said Unit and rectification of leakage etc. Labor charges to fix any gadget like Geyser etc. will be paid by the Allottee.

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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III. Security: Only to provide security within the complex. Any vehicle or article lying outside the complex shall not be provided security cover.

IV. Sweeper: Cleaning of common areas, collecting garbage from individuals units.

V. Maintenance Office Staff: To help the residents in resolving their maintenance related problems, provision of general administration & supervision, collection of maintenance charges etc. in case of emergency.

VI. It is agreed between the Parties that the maintenance inside the Said Unit shall be the sole responsibility of the Allottee.

VII. The Maintenance Agency shall run a maintenance Office within the Complex and deploy duly qualified persons to manage and administer the Maintenance Services. These employees shall also be, responsible for coordinating and supervising the administration and performance of the Maintenance Services. The team leader of these employees shall be the Allottee's point of contact in respect of this Agreement.

C. MAINTENANCE CHARGES:

a. In consideration of the maintenance services provided by the Maintenance Agency in terms of this Agreement, the current Common Area Maintenance (CAM) **are Rs. 1.80/- (Rupees One & Eighty Paise) per sq ft (super area) for the units within the complex PLUS Taxes as applicable.**

b. The maintenance charges shall be payable from the date of offer of possession of the said unit and shall continued to be charged even if the Allottee does not take actual possession of the said Unit due to any reason/s.

c. The Allottee shall also pay Operation and maintenance charges for the club which includes swimming pool and gym. However it shall be paid only by those Allottees who have taken the club membership for availing facilities of club. The monthly Operation and maintenance charges for club shall be in addition to the one time payment made by the Allottee for taking club membership. A non member resident can also avail the facilities of club by paying charges as decided by the Maintenance Agency time to time in this regard.

d. Notwithstanding anything contained in the present agreement, the Maintenance Agency shall, at any time, in order to ensure the quality of the maintenance services and to meet the increased cost of inputs, shall have the absolute & exclusive right to increase or revise the prevailing Maintenance Charges (CAM). The revised rates shall be intimated to the Allottee through notice on the notice board of the complex and the Allottee shall pay the new CAM charges as per the new revised rates from the date of such notice. The assessment by the Maintenance Agency/Developer of the fairness of the increase shall be binding on the Allottee.

e. That it is mutually agreed and decided between the Allottee and the Maintenance Agency that Allottee shall pay at the time of taking possession two year maintenance charges in advance. After the completion of two year, the Allottee shall pay the CAM charges though prepaid system as per the super area of his/her unit.

f. In addition to the CAM charges, the Allottee shall pay for his consumption of electricity and Power Back Up inside the Said Unit, for which a Dual meter has been installed. The maintenance agency shall have all rights to revise these rates in future

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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due to increase in the cost. The Allottee shall pay for consumption of electrical charges and Power Back through pre paid system without any default along with all applicable taxes.

g. That presently the permissible power load & power backup load of the said Unit is **5 KVA for 3 BHK & 3 KVA for 2 BHK** respectively. The Allottee is authorized to use electricity within this of power load failing which Maintenance Agency shall impose penalty for drawing unauthorized extra power from the common transformers of the complex. The Allottee consents that in case of repeated drawing of unauthorized extra power, the Maintenance Agency shall be entitled to disconnect/suspend the electricity supply in the said unit.The allottee has to pay the maintenance agency the electricity charges for both direct light and DG power as per decided rates from time to time.

h. That if the Allottee wants to increase the permissible power load of the said Unit then the same can be increased by the Maintenance Agency subject to the availability of the surplus load in the complex. The assessment for availability of surplus load in the complex by the Maintenance Agency shall be binding on the Allottee. In case the Maintenance Agency agrees to provide extra power load to the Allottee, then the Allottee shall pay fixed charges to the Maintenance Agency for each unit of the extra load(per KWA). The rates of per unit extra load shall be decided by the Maintenance Agency and shall be increased as per the decision of the Maintenance Agency.

D. INTEREST FREE MAINTENANCE SECURITY:-

That the Allottee has paid an Interest Free Maintenance Security (IFMS) in proportion to the super area of his/her unit to the Developer. The IFMS shall mean the funds collected by the Maintenance Agency to be used as and when required towards the cost of replacement, refurbishing, major repairs etc. of the Complex, plants and service equipments etc installed in the Complex and shall always be with the Maintenance agency. It is further agreed between the Allottee and the Maintenance Agency that any damage/s caused by the natural disaster (earth quack etc) and/or caused due to the negligence of Allottee (short circuit etc) shall be rectified by using the funds from IFMS only.

E. OUTSOURCING:

That it is agreed by the Allottee that the Developer/Maintenance Agency shall have all rights to appoint outside agencies for providing maintenance services in the Complex. It is also agreed between the parties that the Developer/Maintenance Agency can out source either the entire maintenance services or part maintenance services to any agency of its choice. However, in all respects, the Maintenance Agency shall be responsible for ensuring that all maintenance services are provided as per this Agreement.

F. RULES & REGULATIONS OF GOVT. AND MAINTENANCE AGENCY:

1. The Allottee is entering into this Agreement with full knowledge of all laws, rules, regulations, notifications, Government Orders, Court orders, policy applicable generally in respect of residential complexes. The Allottee hereby undertakes to

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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comply with and carry out all the requirements, requisitions, demands and repairs which are required by any Government/Local Bodies and/or any other competent authority in respect of their said Unit at their own cost and keep the Maintenance Agency and Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands.

2. The Allottee further undertakes, assures and guarantees that he/she shall obey and follow all rules, regulations and guidelines of Maintenance Agency as framed from time to time.

3. That for the benefits and convenience of the Allottee/s, the Developer/Maintenance Agency has provided, adequate facilities /fixtures/equipments in the park and in the open spaces of the complex i.e. fountains, swings, sitting benches in park, electric poles, stairs etc. However if the Allottee or group of Allottees demand any additional such facilities/fixtures/equipments in such places then that shall be provided by the Maintenance Agency on the condition that its cost and installation expenses shall be jointly' paid by all Allottee(residents). The same rule shall apply in the case of Club equipments. The cost of any extra equipments/facilities/fixture shall be borne by the club members in addition to the one time membership fee and regular club maintenance charges.

4. The Allottee consents that he/she will allow the maintenance staff to enter, into his/her Unit, as and when required, for cleaning/maintaining/repairing of the pipes/leakage/seepage in his/her Unit or any other Unit.

5. The property tax, house tax, sewer tax, water tax, Government rates, tax on land, municipal tax, metro tax, cess, levy etc. are outside the scope of this agreement and shall be paid by the Allottee directly to the concerned authorities and/or on demand by the Maintenance Agency separately.

6. The Allottee agrees and undertakes that in case the said unit is rented out by him/her, it shall be his/her sole responsibility to inform the concerned Police Station of such renting out and to hand over the photocopy of the said letter with the Police Station receipt and Rent Agreement/Lease Deed to the Maintenance Agency. The Allottee shall obtain an NOC in writing from the Maintenance Agency before entry of tenants into the Complex.

7. In case of sale of the said Unit by the Allottee, the Allottee shall inform to the Maintenance Agency and the new purchaser shall also be liable to pay administrative charges for getting his/her name mutated in the records of the maintenance Agency. The rates of the administrative charges shall be decided by the Maintenance Agency and it shall be responsibility of the Allottee to make the new purchaser aware about this charge before sale of the Unit

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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8. The Allottee shall be solely responsible for domestic help/servants/tenants/relatives for their identity and damage, if any, caused by them to any movable and/or immovable property or to the Complex or to the other Unit etc. due to their willful act or any negligence. The Allottee shall also provide copy of police verification, identity proof & address proof of his/her domestic help/servants/tenants to the Maintenance Agency. All domestic helps/servants shall be issued I.D card by the Maintenance Agency Without which they shall not be allowed to enter or stay in the complex. The I.D shall be prepared by the Maintenance Agency and shall be issued after payment of its cost by the Allottee.

9. The Maintenance Charges are non refundable or transferable. Each Subsequent Purchaser of said Unit shall enter into a new Maintenance Agreement and pay the Maintenance Charges as applicable at that time in advance, in a manner as decided by the Maintenance Agency.

10. The logo and the name of the complex shall remain the same and shall not be changed by the Allottees or their body/association under any circumstances.

11. In case a RWA is duly constituted by more than 51% out of the total Allottees of the Complex to take over the maintenance, then, maintenance services may be handed over to the RWA so formed However before any such transfer the interest of all residents & complex shall be considered first and Maintenance Agency shall have all powers to deny such transfer in the interest of residents. It is made clear that none of the rights/privileges of the Maintenance Agency/Developer in the Complex shall and affected by any rule or regulation of the RWA. In case of transfer, responsibility of common maintenance services shall be transferred. Open spaces in front of the built up space, Open Terraces, unsold Units, unsold car parking space, any other parking space, unsold storage spaces in the basements/Complex, all offices, Unit etc. will remain the property of the Developer who shall be entitled to dispose them of in any manner it would deem fit & proper. Even after handing over the maintenance of common services to the said residents association, the authorized nominee, tenant, licensee etc. of Developer/maintenance Agency may retain their offices in the Complex and shall be entitled to use the infrastructural facilities already existing. The Maintenance Agency shall also be at liberty to have their own security staff in the complex.

12. That all debris and waste materials of whatever nature resulting from any works carried out by the Allottee, shall be disposed of by the Allottee of the said Unit in the manner prescribed by the maintenance Agency, failing which, Maintenance Agency reserves the right without being under obligation, to dispose of the same and all costs and expenses incurred by the Maintenance Agency in this respect shall be paid by the Allottee of the said Unit to the Maintenance Agency on demand.

13. The Allottee shall not keep or store any chemical, combustible or hazardous goods, material of construction, plant, machinery, equipment, generator or anything whatsoever in any manner in the said Unit and/or on staircase, lift, on road, pathway,

For Windsor Arrow Infratech Private Limited

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land or at any place of the Building/Complex. The Allottee shall not arrange/organize any party, marriage party etc. with tent or without tent on the land, road or at any place in the Complex without the permission of the Maintenance Agency.

14. The Maintenance Agency shall have the right to regulate/restrict the entry of outside/unauthorized persons and vehicles into the Complex.

15. The Allottee shall not park any vehicle, car etc. on the road, pathway, land or at any place of the Township except his/her/their allotted Car Parking Space.

16. The Allottee undertakes not to put any sign-board, neon-light,publicity material or advertisement material etc. at any place in the complex.

G. RIGHT OVER INDEPENDENT AREA;

1. The Maintenance Agency shall be entitled to use all independent areas including the internal walls, boundary walls, terraces, parapet walls or any other common area for all purposes as may deem fit by the Maintenance Agency. The Allottee shall have no right, title in the remaining part of the Complex such as open spaces, parks, parking, public amenities, other facilities and amenities except the right of ingress and egress in the common areas like corridors, staircase, terraces , lobby, lift area and approach road. These land for other common facilities shall remain the property of the Developer.

H. TERMINATION

This agreement shall stand terminated upon the occurrence of any of the following events

1. The agreement shall be terminated simultaneously with the sale of the said Unit to any third party by the Allottee.

2. In the event of breach of any terms and conditions of this agreement by the Allottee. The agreement shall also be terminated if the Allottee acts contrary to the rules and regulation of the Maintenance Agency.
After termination of the agreement, the Maintenance Agency shall be absolved from its all obligations as enumerated in this agreement and shall be filly entitled to withdraw all services aid facilities from the said Unit permanently.

I. REGISTRATION COSTS:

1. If the agreement is required to be registered, each Party hereto shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and execution of this agreement and any other agreement incidental to or referred to in this Agreement. However the cots of stamp duty for registration of this Agreement shall be solely borne by the Allottee.

J. INDEMNITY:-

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1. Both parties acknowledge and agree that, except as specifically provided to the contrary under this Agreement, neither Party shall be liable to the other for any specific, consequential or indirect loss arising out of this Agreement.

K. FORCE MAJEURE:

1. It is agreed by the parties hereto that any failure on the part of the Maintenance Agency/ Developer to perform any of its obligations shall not entitle the other Party to raise any claim against the other Party to the extent that such failure to perform arises from an event of Force Majeure.
   Force Majeure includes any war, civil commotion, strike, governmental action/policy, lockout, accident, epidemic, Court Order or any other event of any nature or kind whatsoever beyond the control the Maintenance Agency that directly or indirectly hinders or prevents the Maintenance Agency from performing their obligations as contemplated hereby. If the Maintenance Agency fails because of Force Majeure to perform its obligations, it will upon the cessation of Force Majeure, take all reasonable steps within its power to resume with the least possible delay of compliance with its obligations.

L. WAIVER:

1. The failure of either Party to enforce, at any time or for any period of time, the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed to be a waiver of any provisions or of the right therefore to enforce any or each and every provision of this Agreement.

M. ENTIRE AGREEMENT:-

1. This Agreement constitutes the entire agreement between the Parties and revokes and supersedes all previous agreements between the Parties, if any, concerning the matters covered herein whether written oral or implied. The terms and condition of this Agreement shall not be changed or modified except by written amendments duly agreed between the Parties.
2. The Original copy of the Maintenance Agreement shall be retained by the Maintenance Agency. The Allottee shall keep the photocopy of the same.

N. NOTICE

1. Save as otherwise specifically provided in this Agreement, any notice, demand or other communication to be served under this Agreement may be served upon any Party hereto only by registered speed post o delivering the same by courier to the Party to be served at its address as mentioned in the present agreement or at such other address as it may from time to time notify in writing to the other party hereto. A notice or demand served by registered speed post or courier shall be deemed to be duly served 72 (Seventy Two) hours after posting.
2. That in case there are joint Allottees, all communications shall be sent to the main Allottee at the address given by him/her which shall for all purposes be considered as served on all other Co-Allottees.

O. RELATIONSHIP:-

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1. No provision of this Agreement shall be deemed to constitute a partnership or joint venture between the Parties.
2. No provision of this Agreement shall constitute either Party as the legal representative or agent of the other nor shall either Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against, or in the name of; or on behalf of the other Party.

P. SEVERABILITY:

1. Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such invalidity substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same economic or commercial effect as the original provisions and terms of this Agreement,

Q. FRAMING OF RULES-

1. It is agreed by the parties hereto that the Maintenance Agency shall be entitled to frame rules, regulations & guidelines etc. from time to time in the interest of all residents.

R. DISPUTE RESOLUTION:

1. All disputes, difference or disagreement arising out of, in connection with or in relation to this Agreement shall be mutually discussed and settled between the Parties.
2. That any disputes, difference or disagreement arising out of, in connection with or in relation to this agreement; which cannot be amicably settled, shall be finally decided by arbitration to be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any subsequent amendments thereof. The venue of arbitration shall be Ghaziabad. The arbitration shall take place before a sole arbitrator to be appointed by the Developer/ Maintenance Agency only.
3. Maintenance Charges applicable from April 2020

S. Applicable Law and Jurisdiction:

1. This Agreement shall be construed and the Legal Relations between the Parties hereto shall be determined and governed according to the laws of India and the Courts at Ghaziabad alone shall jurisdiction to decide any dispute but always subject to the existing arbitration clause.

For Windsor Arrow Infratech Private Limited

Authorised Signatory

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND THESE PRESENTS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE presence of the following witnesses:
For and on behalf of Maintenance Agency.

For Windsor Arrow Infratech Pvt Ltd.
For Windsor Arrow Infratech Private Limited

Authorised Signatory

(signature)
(Mr/Mrs.....)

Witnesses:

1.

2.

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