

**AGREEMENT TO SELL**

This AGREEMENT TO SELL (hereinafter referred to as the "Agreement," which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed on this \_\_\_ day of \_\_\_, 2025.

**By and Between**

Lohia Developers (India) Private Limited (CIN No. U45403UP1995PTC017376), a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Lakri Fazalpur, Delhi Road, Moradabad, Uttar Pradesh, and its corporate office at IIIrd Floor, Centrum Mall Building, Kh. No. 370, Sultanpur, MG Road, New Delhi-110030 (PAN AAACL5169Q), represented by its authorized signatory Mr \_\_\_\_\_ (Aadhar No. \_\_\_, PAN No. \_\_\_), authorized vide board resolution dated \_\_\_, hereinafter referred to as the "Promoter/Developers" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the said Promoter/developers, its successors-in-interest, and permitted assigns).

[AND]

[If the Allottee is an Individual]

**1. FIRST/SOLE ALLOTTEE**

Name: \_\_\_\_\_  
 Son/Wife/Daughter of: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_  
 PAN No.: \_\_\_\_\_  
 Aadhar No.: \_\_\_\_\_  
 Marital Status: \_\_\_\_\_  
 Nationality: \_\_\_\_\_  
 Residential Status: Resident/Non-Resident  
 Permanent Address: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Contact Number:

Residence: \_\_\_\_\_  
 Office: \_\_\_\_\_  
 Mobile: \_\_\_\_\_  
 E-mail ID: \_\_\_\_\_

**2. CO-ALLOTTEE**

Relation with allottee \_\_\_\_\_

Name: \_\_\_\_\_  
 Son/Wife/Daughter of: \_\_\_\_\_  
 Date of Birth: \_\_\_\_\_

PROMOTER

ALLOTTEE

CO-ALLOTTEE

PAN No.: \_\_\_\_\_  
Aadhar No.: \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
Residential Status: Resident/Non-Resident  
Permanent Address: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Contact Number:

Residence: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-mail ID: \_\_\_\_\_

### 3. CO-ALLOTTEE:

Name: \_\_\_\_\_  
Son/Wife/Daughter of: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
PAN No.: \_\_\_\_\_  
Aadhar No.: \_\_\_\_\_  
Marital Status: \_\_\_\_\_  
Nationality: \_\_\_\_\_  
Residential Status: Resident/Non-Resident  
Permanent Address: \_\_\_\_\_

Correspondence Address: \_\_\_\_\_

Contact Number:

Residence: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-mail ID: \_\_\_\_\_

[If the Allottee is a Company]

Name of Company/Firm: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
Incorporation Date: \_\_\_\_\_  
CIN: \_\_\_\_\_  
PAN No.: \_\_\_\_\_  
GST No.: \_\_\_\_\_

Contact Number:  
Office: \_\_\_\_\_

Mobile: \_\_\_\_\_  
E-mail ID: \_\_\_\_\_

Nature of Business of the Company/Firm: \_\_\_\_\_  
Correspondence Address (if different from registered address): \_\_\_\_\_

Authorized Signatory Details:

Name of Authorized Signatory: \_\_\_\_\_  
Designation of Authorized Signatory: \_\_\_\_\_  
Address of Authorized Signatory: \_\_\_\_\_

Contact Number:

Residence: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-mail ID: \_\_\_\_\_

[OR]

[If the Allottee is a Partnership]

Name of Firm: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
Date of formation: \_\_\_\_\_  
Registration Number: \_\_\_\_\_  
PAN No.: \_\_\_\_\_  
GST No.: \_\_\_\_\_

Contact No.:  
Office.: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-Mail ID: \_\_\_\_\_

Nature of Business of the Company/Firm: \_\_\_\_\_  
Correspondence Address (if different from registered address): \_\_\_\_\_

Authorized Signatory Details:

Name of Authorized Signatory: \_\_\_\_\_  
Relation (Son/Wife/Daughter) of: \_\_\_\_\_  
Designation of Authorized Signatory: \_\_\_\_\_  
Address of Authorized Signatory: \_\_\_\_\_

Contact Number:  
Residence: \_\_\_\_\_  
Office: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-Mail ID: \_\_\_\_\_

hereinafter called the “Allottee” (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Allottee and his/her heirs, executors, administrators, successors-in-interest, and permitted assigns).

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party.”

**WHEREAS:**

A. The Promoter is the absolute and lawful owner of land bearing khasra nos. 560, 561, 562, 609, 610, 612, and 613, as per approved plan total area of plot 39778.98 square meters, situated at Village Pakbada, Tehsil & District Moradabad, Uttar Pradesh (the “Said Land”).

B. The Promoter has purchased the Said Land through various sale deeds, which are more precisely described below (the “Sale Deeds”).

Sr. No.	Details of Sale Deed	Khasra no.
1	Sale Deed dated 11/11/2020, duly registered in office of Sub-Registrar Sadar-II, Moradabad Vide Book No. 1 Volume No.12967, Page No. 301 to 314 as Document No.8073.  Sale Deed dated 17/09/2021, duly registered in office of Sub-Registrar Sadar-II, Moradabad Vide Book No. 1 Volume No.13453, Page No. 365 to 378 as Document No.9473.	560
2	Sale Deed dated 07/10/2005, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.4937, Page No. 85 to 126 as Document No.4531.	561 & 562
3	Sale Deed dated 26/08/2006, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.5169, Page No. 13 to 38 as Document No.3972.	609
4.	Sale Deed dated 22/05/2006, duly registered in office of Sub-Registrar-II Moradabad VideBook No. 1 Volume No.5099, Page No. 209 to 230 as Document No.2539.	1/3 rd part of 610, 612 AA, 612 BA
5.	Sale Deed dated 22/05/2006, duly registered in office of Sub-Registrar-II Moradabad VideBook No. 1 Volume No.5099, Page No. 231 to 252 as Document No.2540.	1/3 rd part of 610, 612 AA, 612 BA
6.	Sale Deed dated 22/05/2006, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.5099, Page No. 253 to 274 as Document No.2541.	1/3 rd part of 610, 612 AA, 612 BA
7.	Sale Deed dated 06/11/2007, duly registered in office of Sub-Registrar-II, Moradabad VideBook No. 1 Volume No.5564, Page No. 243 to 272 as Document No.6660.	613

C. The Promoter is fully competent to enter into this Agreement, and all legal formalities with respect to the right, title, and interest of the Promoter regarding the Said Land on which the Project is to be constructed and to be completed.

D. The Moradabad Development Authority has granted the commencement certificate to develop the Project, vide approval dated \_\_\_\_\_, bearing registration No. \_\_\_\_\_;

E. The Promoter has obtained the layout plan, sanctioned plan, specifications, and all necessary approvals for the Project and for the Unit, as the case may be, from the Moradabad 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 Act and other applicable laws;

F. The Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (RERA), with the Real Estate Regulatory Authority at UP RERA on \_\_\_\_\_, under registration No. \_\_\_\_\_.

G. An exhaustive list of details of the Promoter and Project is available on the website ([www.up-rera.in](http://www.up-rera.in)) of the Authority;

H. The Allottee applied for a Unit in the Project, vide application No. \_\_\_\_\_ dated \_\_\_\_\_, and has been allotted Unit No. \_\_\_\_\_, having an area of \_\_\_\_\_ measurements, a total Plot area of \_\_\_\_\_, a carpet area of \_\_\_\_\_, a Built-up area of \_\_\_\_\_, and a sellable area of \_\_\_\_\_.

I. The Parties have reviewed all terms and conditions set out in this Agreement and understand the mutual rights and obligations detailed herein.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all applicable laws, rules, regulations, notifications, etc., related to the Project.

K. 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 set forth hereinafter.

L. 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 hereby agrees to purchase, the Unit as specified in Para H.

M. The Allottee understands that the Promoter is undertaking this Project in compliance with applicable laws, notifications, rules, and regulations applicable to the Land and also understand the limitations and obligations of the Promoter in respect of it.

N. The Allottee has inspected and examined the title of the Promoter, including the said title documents, and purchases it with full knowledge of its actual state and conditions. The allottee accepts the title and further agrees and covenants not to raise any objections or make any requisitions in connection therewith.

O. The Allottee has, prior to the execution of this Agreement, already inspected and satisfied himself/herself/themselves/itself with the physical nature and measurement of the said entire land, including the sub-divided portion and area as mentioned/stated hereunder, title deeds, Building Plan, and all other relevant documents. The Allottee has also made all necessary and relevant inquiries, accepted the specifications of the materials to be used, and reviewed the measurements, dimensions, designs, drawings, and boundaries of the proposed residential complex. The Allottee shall not be entitled to raise any queries or objections thereto and further agreed and undertakes to pay the entire consideration as stated hereunder, along with various deposits and additional amounts specified hereunder, to the Promoter as indicated in payment plan.

P. The Promoter is not liable or bound in any manner by any verbal or written statements or representations made by any real estate broker, employee, agent, or any other person professing to represent the Promoter.

### **DEFINITIONS / INTERPRETATIONS:**

For the purpose of this Agreement for Sell, unless the context otherwise requires:

A. "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).

B. "Authority" means the Uttar Pradesh Real Estate Regulatory Authority.

C. "Applicable Laws" shall mean all Acts, Rules, and Regulations in force and in effect as of the date hereof, as applicable in the State of Uttar Pradesh, including the UP Urban Building Act 1972, UP Municipality Act 1916, Urban Land Ceiling Act 1976, the Uttar Pradesh Municipal Corporation Act, 1959, Uttar Pradesh Building Bye-laws, U.P. Urban and Development Act, 1973, The U.P. (Regulations of Building Operations) Act, 1958, the Uttar Pradesh Said Premises (Promotion of Construction, Ownership, and Maintenance) Act, 2010, Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016, or any other Act/Rules which may be promulgated or brought into force hereinafter, including notifications, ordinances, policies, laws, orders, or official directives of any Central/State Government or any Statutory Authority in Uttar Pradesh, as may be in force and effect during the subsistence of this Agreement, applicable to the development/construction/sale of the Project.

D. "Approved Plans" shall mean and include the layouts and plans duly approved and sanctioned by a competent authority on the basis of which the Project is to be developed, along with any/all variations, amendments, or changes to be made by the Promoter as per the applicable laws and provisions of the Act and related rules and regulations thereon.

E. "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 local laws.

F. "Common Areas and Facilities of the Project" shall mean such common areas, facilities, equipment, and spaces in the Project intended for common use and enjoyment of all occupants of the Project, as more particularly described in Schedule B attached hereto.

G. "Delay Payment Interest" means the amount payable on account of delay in payment of any/all charges or installments, calculated at the Interest Rate (specified herein), and shall include compensation for any loss caused due to payment delays or any other loss incurred by the Promoter.

H. "Government" means the Government of Uttar Pradesh.

I. "Interest Rate" means the rate equal to MCLR (Marginal Cost of Lending Rate) on home loans of the State Bank of India +1%, or such other rate as may be applicable from time to time as per the Act and Rules.

J. "Association of Allottees (AOA)" shall mean and include the Maintenance Society/Resident Welfare Association (RWA), or Association or body, by whatever name called, that may be formed as required under clause (e) of subsection (4) of section 11 of the Act.

K. "Maintenance Agency" shall mean a company, firm, association, or body, or such other persons as may be appointed by the Promoter or the Association of Allottee(s) for the purpose of maintenance of the said Project.

L. "Occupancy Certificate" means the occupancy certificate, or such certificate by whatever name called, issued by the competent authority permitting occupation of any building as provided under local laws, which has provision for civic infrastructure such as water, sanitation, and electricity.

M. "Rules" means the Real Estate (Regulation and Development) Rules, 2016, as amended from time to time.

N. "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016.

O. "Section" means a section of the Act.

P. "Built-up Area" shall mean the inner measurements of the Unit at the floor and first-floor levels, including verandahs, balconies, and projections, as increased by the thickness of the walls, but does not include the common areas shared with other Units.

Q. "Carpet Area" shall mean the net usable floor area of the Unit, excluding the area covered by external walls, areas under service shafts, exclusive balcony or verandah area, and exclusive open terrace area, but including the area covered by the internal partition walls of the Unit.

R. "Common Areas" shall mean and include those areas of the Said Land, more fully described in the Schedule-B hereunder, as well as the Residential Complex areas that are not allotted to a particular Purchaser but are available for the purpose of common use and enjoyment by all Purchasers, Occupiers, and Visitors, as specified in Schedule B.

S. "Common Amenities and Facilities" shall mean and include those facilities provided by the promotor as specified in Schedule B and are available for common use by all Purchasers, Occupiers, and Visitors, subject to reservations and restrictions imposed by the Promotor.

**T. Purchaser** shall mean:

- i. in the case of an individual, his/her heirs, executors, administrators, and legal representatives;
- ii. in the case of a Hindu Undivided Family, its Karta and Co-parceners and/or members for the time being of the said Hindu Undivided Family, and each of their respective heirs, executors, administrators, and legal representatives;
- iii. in the case of a partnership firm, the partners for the time being of the said partnership firm, and each of their respective heirs, executors, administrators, and legal representatives;
- iv. in the case of a Trust, the Trustees for the time being of the said Trust and their respective successors and/or successors-in-office;
- v. in the case of a company, its successors and/or successors-in-office and/or interest.

U. "The Services" are those which the Vendor, acting reasonably, deems necessary to manage, supervise, maintain, upkeep, decorate, repair, replace, or renew any of the common areas and retained parts as may be deemed fit and proper by the Vendor.

V. "Specifications" shall mean the specifications as specified in Schedule D hereunder.

W. "Taxes" shall mean all types of taxes or any other similar nature, which shall include GST, Service Tax, duties, levies, surcharges, cess, and fees (whether currently imposed or enhanced or introduced in the future) under any statute, rule, or regulation in respect of the divided and demarcated areas of land, the Units, and the Residential building in the said Residential Complex as may be applicable.

## **INTERPRETATIONS**

In this Agreement, save and except as otherwise expressly provided:

- i. All words importing the singular shall include the plural and vice versa, and words importing the masculine shall include the feminine and neuter and vice versa.
- ii. The headings in this Agreement are for ease of reference only and shall not modify or affect the interpretation or construction of this Agreement or any of its provisions.
- iii. Any reference to any period commencing from a specified day or date and continuing until a specified day or date shall include both such days or dates.
- iv. All monetary amounts are expressed in Indian Rupees. All payments of sums, charges, fees, costs, expenses, and other amounts contemplated in this Agreement shall be paid in Indian Rupees.
- v. All references to Articles, sections, and numbers refer to Articles and sections of this Agreement, and all references to Schedules refer to the Schedules attached hereto.

vi. The words “herein,” “hereunder,” “hereafter,” and “hereto,” and words of similar import, refer to this Agreement as a whole and not to any particular Article or section hereof.

vii. Any reference to any Act of Parliament or State Legislature in India refers to that Act as it applies on the date of this Agreement whether general or specific and shall be deemed to include any amendment, replacement, or re-enactment thereof for the time being in force, as well as any by-laws, statutory instruments, rules, regulations, orders, notices, or permissions made thereunder.

viii. Any reference to any agreement, contract, plan, deed, or document shall be construed as a reference to it as it may have been or may be from time to time amended, varied, altered, modified, supplemented, or novated.

ix. Any covenant by the Purchaser not to do any act shall be deemed to include an obligation by the Purchaser that the vendor will not allow, suffer, or permit the act to be done.

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

## 1. TERMS

1.1.1 Subject to the terms and conditions detailed in this Agreement, the Promoter agrees to sell to the Allottee, and the Allottee hereby agrees to purchase, the Unit as specified in Para H.

1.1.2 Both Parties confirm that they have read and understood the provisions of Section 14 of the RERA Act.

## DETAILS OF UNIT

Unit Type & Unit No.: .....

Plot Size (Sq. Yds./Sq. Mtr.): .....

Carpet Area (Sq. Ft./Sq. Mtr.): .....

Built-Up Area (Sq. Ft./Sq. Mtr.): .....

Saleable Area (Sq. Ft./Sq. Mtr.): .....

Amount Payable

S.No.	Particulars	Unit Price	Taxes (GST)	Total
1	Sale Price			
2	Preferential Location Charges			
	Park Facing Charges: 2% on Sale Price			
	Corner Charges: 1% on Sale Price			
	Road Facing Charges (12 meter): 1% on Sale Price			
	Club facing: 1% on Sale Price			

PROMOTER

ALLOTTEE

CO-ALLOTTEE

3	Car Parking			
4	Club Membership			
5	Interest Free Maintenance Security Deposit			
6	EDC (External Development Charges)			
7	IDC (Internal Development Charges)			
8	Other Charges, if any			
	Total			

(Subject to Addition/Modification/Alteration in Taxes, Cess, Duties)

Amount Paid with Application

Paid Rs..... ( in words.....)  
 vide cheque/DD No./ RTGS/ NEFT.....Dated.....  
 Drawn on (Bank).....Branch.....City.....IFSC Code..... Favoring Lohia Developers (India) Pvt Ltd. Collection account for Lohia One.

## PAYMENT PLANS

( Note any two will be deleted while executing BBA)

<b>Construction Linked Plan</b>	
<b>Milestone</b>	<b>Percentage (%) of Total Sale Price</b>
On Booking	10%
Within 45 Days of Booking	10%
On Excavation of Land	10%
On Completion of Foundation & Plinth	10%
On Laying of Roof Slab of Ground Floor + Club 100%	10%
On Laying of Roof Slab of First Floor+IDC+EDC(100%).	10%
On Commencement of Brick Work & Internal Plaster	20%
On Commencement of Electrical and Plumbing+IFMS (100%).	10%
On Commencement of Flooring & Finishing	5%

PROMOTER

ALLOTTEE

CO-ALLOTTEE

On Offer of Possession with Possession Charges	5%
<b>Total</b>	100%

<b>Down Payment Plan</b>	
<b>Discount on Basic Sale Price</b>	
<b>Milestone</b>	<b>Percentage (%) of Total Sale Price</b>
On Booking	10%
Within 30 Days of Booking+ Other Charges	85%
On Offer of Possession with Possession Charges + possession charges	5%
<b>Total</b>	100%

Flexi Plan (25:25:25:25)	
<b>Milestone</b>	<b>Percentage (%) of Total Sale Price</b>
On Booking	10%
Within 15 Days of Booking	15%
On Laying of Roof Slab of Ground Floor	25%
On Laying of Roof Slab of First Floor+ other charges	25%
On Offer of Possession + possession charges	25%
<b>Total</b>	100%

(Note- BBA would be executed on receipt of 10 % of total Consideration).

### **MODE OF PAYMENT**

Subject to the terms of the agreement and the developer abiding by the development milestones, the Allottee shall make all payments, on demand by the developer, within the stipulated time as mentioned in the payment plan through A/c Payee cheque/demand draft, online payment, or any other mode (as applicable) in favor of Lohia Developers (India) Pvt. Ltd. collection account for Lohia One, payable at Moradabad. A/c No. 43711463236, Bank Name – State Bank Of India, Branch Name- Commercial Branch, Civil Lines, Moradabad, IFSC Code- SBIN0004113, Branch Code- 4113.

**Explanation:**

i. The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Unit.

ii. The Total Price above excludes 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 possession of the Unit to the Allottee 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 to the Promoter shall be increased/decreased based on such change/modification.
- Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall be charged from the Allottee.

iii. The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated in (i) above, and the Allottee shall make the payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded, along with the acts/rules/notifications, together with the dates from which such taxes/levies, etc., have been imposed or become effective.

iv. The Total Price of the Unit includes recovery of the price of land, construction of not only the Unit but also the Common Areas, internal development charges, and external development charges, excluding taxes, cost of providing electric wiring, electrical connectivity upto the Unit, water line and plumbing, finishing with paint, marble, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas, maintenance charges as per Para 11, etc., and includes the cost of providing all other facilities, amenities, and specifications to be provided within the Unit and the Project.

*(If any incidental/other charges not considered in the above para are applicable, they will be charged on a pro-rata basis.)*

**1.2** The Total Price is escalation-free, save and except for increases which the Allottee hereby agrees to pay due to any increase on account of development fees payable to the competent authority and/or any other increase in charges levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that, while raising a demand on the Allottee for an increase in development fees or costs/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter issued to the Allottee, which shall only be applicable on subsequent payments.

- Provided that if there is any new imposition or increase of any development fees after the expiry of the scheduled date of completion of the Project as per registration with the Authority, including any extensions granted, if any, granted to the said Project by the authority, as per the act, the same shall not be charged to the Allottee.

**1.3** The Allottee(s) shall make the payment as per the Payment Plan set out in *Schedule C* ("Payment Plan").

**1.3.1** All other charges such as documentation charges, stamp duty, registration charges, Society Registration Charges, etc., which are specifically to be paid with reference to this Agreement and any subsequent agreement/deed to be entered into in this respect, do not form part of the Total Price and shall be paid by the Allottee(s) in addition to the Total Price, excluding maintenance fees/charges or any possession charges.

**1.4** On and from the *Date of Offer of Possession* (whether or not the Allottee(s) has/have taken possession of the Unit), the Allottee(s) shall be continuously bound and liable to bear and pay, in respect of the Unit, his/her/their/its share of the outgoings, maintenance charges, comprising general maintenance, including but not limited to property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premiums, maintenance charges, management, and upkeep of the Project, and such other charges or expenses necessary or incidental for the maintenance and upkeep of the Project.

For the purpose of payment of maintenance charges in common with other allottees/purchasers of the Project, the same shall be in proportion to the Unit Area. It is clarified that such maintenance charges shall be payable over and above the Total Price, the such said charges would be decided at the time of possession on the prorata basis and prevailing rates at that point of time.

**1.5** It is agreed that the Promoter shall not make any additions or alterations in the sanctioned plans, layout plans, specifications, or the nature of fixtures, fittings, and amenities described in *Schedule A & D* (which shall be in conformity with/to the advertisement, prospectus, etc., on the basis of which the sale is effected) in respect of the Unit without the prior written consent of the Allottee, as per the provisions of the Act.

- Provided that the Promoter may make minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**1.6** Subject to Para 9 (iii), the Promoter agrees and acknowledges that the Allottee shall have the following rights regarding the Unit:

- i. The Allottee shall have exclusive ownership of the Unit.
- ii. The Allottee shall also have an undivided proportionate share in the common areas. Since the share/interest of the Allottee in common areas is undivided and cannot be divided or separated, the Allottee 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, as per the Act.
- iii. The Allottee has the right to visit the project site to assess the extent of development of the Project and his Unit. However, the Promoter discourages such visits by the Allottee and his/her family due to risks at the development site. If the Allottee decides to visit the site, he/she shall do so after intimating the Promoter or the site engineer and taking due care and safety measures at his/her own risk. The Promoter shall not be held responsible for any accidents/mishaps involving the Allottee and accompanying persons during such visits. Further, the Promoter strictly prohibits the visit of children to the project development site.

**1.7** It is made clear by the Promoter, and the Allottee agrees, that the Unit 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 or zone. It shall not form a part of or be linked/combined with any other project in its vicinity or otherwise, except for the integration of infrastructure for the Allottee's benefit.

**1.8** The Promoter agrees to pay all outgoings before transferring the physical possession of the 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 liabilities, mortgage loan, and interest thereon before transferring the 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 persons to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

**1.9** The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a booking amount, being part payment towards the Total Price of the Unit at the time of application. The Promoter hereby acknowledges receipt of this payment, and the Allottee agrees to pay the remaining amount as prescribed in the Payment Plan (*Schedule C*).

- Provided that if the Allottee delays any payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter's adherence to construction milestones, the Allottee shall make all payments upon written demand by the Promoter within the stipulated time as per the Payment Plan (*Schedule C*). Payments may be made via A/c Payee cheque, demand draft, banker's cheque, or online transfer (as applicable) in favour of Lohia Developers (India) Pvt. Ltd. Collection account for Lohia One payable at Moradabad.

The receipt shall only be valid only upon realization of the cheque/draft and credit to the Promoter's account.

If a cheque is dishonoured for any reason whatsoever, the Promoter may charge an administrative handling fee of Rs.2,500/-.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

**3.1** The Allottee, if residing outside India, shall be solely responsible for complying with the necessary formalities as laid down in the *Foreign Exchange Management Act, 1999* (FEMA), the *Reserve Bank of India Act, 1934*, and the Rules and Regulations made thereunder, or any statutory amendment(s) or modification(s) made thereof, and all other applicable laws, including those relating to the remittance of payments, acquisition, sale, or transfer of immovable properties in India. The Allottee shall provide the Promoter with such permissions and approvals as may be necessary for the Promoter to fulfill its obligations under this Agreement.

Any refund or transfer of security, as provided under the terms of this Agreement, shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof, its amendments, and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any legal action under FEMA or other applicable laws as amended from time to time.

**3.2** The Promoter accepts no responsibility for the matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. In the event of any change in the residential status of the Allottee after signing this Agreement, it shall be the sole responsibility of the Allottee to notify the Promoter in writing immediately and comply with all necessary formalities under applicable laws.

The Promoter shall not be responsible for any third party making payments/remittances on behalf of the Allottee, and such third parties shall not have any claim or right concerning the application or allotment of the said Unit. The Promoter shall issue payment receipts in favour of the Allottee only. In the case of cancellation by the Allottee, any refund due shall be made exclusively to the Allottee in accordance with the terms of this Agreement.

### **3.3 Anti-Money Laundering Compliance**

The Allottee hereby declares(s), agree(s), and confirm(s) that the monies paid/payable by the Allottee under this Agreement towards the said Unit are not involved, directly or indirectly, with any proceeds of the scheduled offence and are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines, or directions of any other statutory authority passed from and/or amended from time to time (collectively, "Anti-Money Laundering Act").

The Allottee further declares(s) and authorizes(s) the Developer to give personal information of the Allottee to any statutory authority as may be required from time to time. The Allottee further affirms that the information/details provided are true and correct, and nothing has been withheld, including any material facts within his/her/their/its knowledge.

The Allottee further agree(s) and confirm(s) that, in case the Developer becomes aware of and/or is notified by the statutory authorities of any instance of violation of Anti-Money Laundering laws, the Developer shall, at its sole discretion, be entitled to cancel/terminate this Agreement of Sale. Upon such termination, the Allottee shall not have any right, title, or interest in the said Unit, nor have any claim/demand against the Developer, which the Allottee hereby unequivocally agree(s) and confirm(s).

In the event of such cancellation/termination, the monies paid by the Allottee, after deduction of various amounts paid/due from the Allottee, subject to the provisions/limits as prescribed under applicable laws, shall be refunded by the Developer to the Allottee in accordance with the terms of this Agreement, only after the Allottee furnishes the Developer with a no objection/consent letter from the statutory authorities permitting such refund of the amount to the Allottee. The Allottee shall also be liable to pay costs, charges, and stamp duty towards the execution and registration of the Deed of Cancellation.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust or appropriate all payments made under any head of dues against lawful outstanding amounts related to the Unit in the Allottee's name. The Allottee undertakes not to object/demand or direct the Promoter regarding how such payments are adjusted.

It is irrevocably agreed that any payments received by the Promoter shall first be adjusted as follows:

- **First**, toward taxes, charges, and levies due on previous instalments.
- **Second**, toward interest levied on pending instalments (if any).
- **Third**, toward the principal amount of pending instalments.

The balance, if any, shall be adjusted toward taxes, charges, and levies due on the current instalment and, finally, toward the current instalment amount. Any overdue payments shall first be applied to interest, then to statutory dues, and subsequently to the outstanding principal amounts.

## 5. TIME IS OF THE ESSENCE

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, including handing over the Unit to the Allottee and the Common Areas to the association of Allottees or the competent authority, as the case may be..... *(Date to be mentioned as per RERA guidelines.)*

Similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and fulfill all other obligations under this Agreement, subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

If the Allottee fails to make timely payments of instalments or other dues, he/she shall be treated as being in default, and the terms and conditions of default as specified in this Agreement shall apply.

## 6. CONSTRUCTION OF THE PROJECT/UNIT

The Allottee has seen/reviewed the proposed layout plan, specifications, amenities, and facilities of the Unit and has accepted the payment plan and the specifications, amenities, and facilities [annexed with this Agreement], as approved by the competent authority and represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, specifications, amenities, and facilities.

Subject to the terms of this Agreement, the Promoter undertakes to strictly adhere to the plans approved by the competent authorities and comply with the bye-laws, density norms, and provisions prescribed by the State of Uttar Pradesh, including but not limited to:

- The UP Urban Building Act, 1972
- The UP Municipality Act, 1916
- The Urban Land Ceiling Act, 1976
- The Uttar Pradesh Municipal Corporation Act, 1959
- The Uttar Pradesh Building Bye-Laws

- The UP Urban and Development Act, 1973
- The U.P. (Regulation of Building Operations) Act, 1958
- The Uttar Pradesh (Promotion of Construction, Ownership, and Maintenance) Act, 2010
- The Real Estate (Regulation & Development) Act, 2016
- The Uttar Pradesh Real Estate (Regulation and Development) (Amendment) Rules, 2016

or any other applicable Act/Rules. The Promoter shall not make any variations, alterations, or modifications to the approved plans except as permitted under the applicable laws.

The Allottee hereby irrevocably provides his consent through this Agreement, as required under Section 14 of the Act, to any further alterations, modifications, or additions to the sanctioned layout plans, specifications, or common areas within the Project, as approved by the competent authority, and agrees not to raise any objections or obstruct such changes in the future.

## 7. POSSESSION OF THE UNIT

### 7.1. Schedule for Possession of the Unit

The Promoter agrees and acknowledges that timely delivery of possession of the Unit to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be, is the essence of this Agreement.

The Promoter assures to hand over possession of the Unit on or before.....  
[insert date as per RERA].

If the Allottee defaults in paying the relevant amounts as per the payment plan, along with all applicable taxes and charges, the Allottee shall forfeit the right to enforce the timeline for project completion. Therefore, subject to the timely receipt of payments from the Allottee as per this Agreement, the Promoter assures possession of the Unit, along with ready and complete Common Areas, inclusive of all specifications, amenities, and facilities of the Project, located at Opposite Sector 6, Pakbada, New Moradabad, Uttar Pradesh.

However, the Promoter shall not be held liable for delays due to:

- **Force Majeure:** War, flood, drought, fire, cyclone, pandemic, earthquake, or any other calamity caused by nature that affects the regular development of the real estate project.
- **Reasonable Circumstances:** Any delays due to unforeseen and reasonable circumstances beyond the control of the Promoter.

In the event of delays caused by Force Majeure conditions, the Allottee agrees that the Promoter shall be entitled to an extension of the delivery timeline. Provided that the Force Majeure conditions are not of such a nature as to render the execution of this Agreement impossible, the Promoter shall not be liable to pay any penalty, interest, or compensation to the Allottee.

If the project is delayed due to reasonable circumstances, the Allottee agrees that the Promoter shall also be entitled to an extension of time for delivery of possession, as may be

granted by the Authority, without any penalty, interest, or compensation payable by the Promoter.

The Allottee further agrees and confirms that if it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, the allotment shall stand terminated. In such a case, the Promoter shall refund the entire amount received from the Allottee, after deducting taxes paid on behalf of the Allottee (if any), without interest. The Promoter shall provide the Allottee with at least thirty (30) days' written notice prior to such termination. Upon refund of the amount, the Allottee agrees to waive all rights, claims, and demands against the Promoter, thereby releasing and discharging the Promoter from all obligations and liabilities under this Agreement.

If the Project is developed in phases, it shall be the Promoter's responsibility to maintain the Common Areas and facilities that are incomplete until all phases are finished. Upon completion of all phases, the Promoter shall hand over the Common Areas and facilities to the Residents' Welfare Association (RWA)/AOA.

### **7.2. Procedure for Taking Possession**

The Promoter, upon obtaining the Completion Certificate/Occupancy Certificate (as applicable) from the competent authority, shall, by way of an "Offer Letter," offer in writing the possession of the Unit to the Allottee, along with a demand for all outstanding dues, interest (if any), stamp duty, registration charges, documentation charges, and other incidental charges, in terms of this Agreement. The possession must be taken within three months from the date of issue of the offer of possession.

Under no circumstances shall the Allottee be entitled to claim possession unless all dues to the Promoter, including those over and above the purchase price of the Unit, have been fully paid and/or discharged. The Promoter shall give notice to the Allottee, who must take possession of the Unit within 90 days of the service of the notice of offer of possession. However, the common amenities and facilities will be provided only after the completion of the entire Project in all respects.

{Provided that, in the absence of applicable law, the conveyance deed in favour of the Allottee shall be executed by the Promoter within 3 months from the date of issue of the Completion/Occupancy Certificate (as applicable).}

The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be, after the issuance of the Completion/Occupancy Certificate (as applicable) for the Project. The Promoter shall hand over the Completion/Occupancy Certificate (if received, as applicable) for the Unit to the Allottee at the time of conveyance.

It shall be the duty of the Allottee to adhere to the prescribed timeline for payment of dues and the execution and registration of the Sale Deed.

### **7.3. Failure of Allottee to Take Possession**

Upon receiving written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings, and such other documentation as prescribed in this Agreement. The Promoter shall then give possession of the Unit to the Allottee. In case the Allottee fails to take possession within the

time provided in Para 7.2, the Allottee shall be liable to pay the Promoter holding charges at the rate of Rs. 100/- per sq. meter per month of plot area for the period beyond 3 months until the actual date of possession, in addition to the maintenance charges specified in Para 7.2. The Allottee shall also be liable to pay interest on the unpaid amount at the specified interest rate until the actual date of possession, along with Rs. 2 per square foot per month as maintenance charges until the actual date of possession. Please note that maintenance charges are subject to change and may be increased based on prevailing rates.

The possession date of the said Unit, as agreed upon, is only indicative. The promoter may offer possession before that date. In case of early possession, the balance installment(s) and other charges under various heads mentioned herein shall become due immediately.

#### **7.4. Delay on Part of Promoter**

In case of delay on the part of the Promoter to complete the construction of the said Unit within the stipulated time as stated herein above, then the Promoter shall pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loans of State Bank of India +1% per annum to the Allottee for the delay in construction, subject to Force Majeure conditions.

#### **7.5. Possession by the Allottee**

After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the association of Allottees or the competent authority, as the case may be, as per the Applicable Law.

{Provided that, in the absence of any Applicable Law, the Promoter shall hand over the necessary documents and plans, including the Common Areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate/occupancy certificate (as applicable).

The Promoter shall deliver actual possession of the said unit at the time of execution and registration of the Deed of Conveyance of the said unit. }

The Allottee, after expiry of 5 years from the date of taking delivery of possession of the said unit, shall not raise any disputes or claims on the pretext of inferior quality of materials or in respect of any other defects in the construction of the said unit and/or in respect of the measurement of areas comprised of the said unit and building block, including structural defects or any other defects in workmanship, in violation of the Agreement.

#### **7.6. Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s) propose to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment along with all/any taxes, duties, cess, brokerage paid (if any), as liquidated damages, or any other charges, etc., deposited by the Promoter to the concerned department/authority in respect of the said Unit.

The Promoter shall return 50% (fifty percent) of the balance amount, if any (after deduction of booking amount and other expenses), to the Applicant within 45 (forty-five) days of such

cancellation/withdrawal of booking, and the remaining 50% (fifty percent) of the amount shall be paid on re-allotment of the Unit to new Applicant(s) or at the end of 1 (one) year from the date of cancellation/withdrawal of booking by the Applicant(s), whichever is earlier.

The Allottee is also required to pay all other penalties and interest liabilities due as on the date of such termination. The Promoter shall inform the previous Allottee of the date of re-allotment of the said Unit and also display this information on the official website of UP RERA on the date of re-allotment.

### **7.7. Compensation**

The Promoter shall compensate the Allottee in case of any loss caused to him due to a defective title of the land on which the Project is being developed or has been developed, in the manner provided under the Act. The claim for interest and compensation under this provision shall not be barred by the limitation period provided under any law for the time being in force.

Except for the occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Unit:

(i) in accordance with the terms of this Agreement, duly completed, by the date specified in Para 7.1; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of registration under the Act, or for any other reason, the Promoter shall be liable, on demand, to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available. The Promoter shall return the total amount received by him, excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit, with interest at the rate prescribed in the Rules, including compensation in the manner provided under the Act, within forty-five days of it becoming due.

Provided that, if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay until the handing over of possession of the Unit. This shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

**8.1** The Promoter has absolute, clear, and marketable title with respect to the said land; the requisite rights to carry out development upon the said land; and absolute, actual, physical, and legal possession of the said land for the project.

**8.2** The Promoter has lawful rights and requisite approvals from the competent authorities to carry out the development of the project.

**8.3** There are no encumbrances upon the said land of the project.

**8.4** There are no litigations pending before any court of law or authority with respect to the said land, project, or the Unit.

**8.5** All approvals, licenses, and permits issued by the competent authorities with respect to the project, said land, and Plot 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 laws in relation to the project, said land, Plot, and Common Areas.

**8.6** 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 created herein may be prejudicially affected.

**8.7** The Promoter has not entered into any agreement for sale 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 Unit, which shall, in any manner, affect the rights of the Allottee under this agreement.

**8.8** The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this agreement.

**8.9** At the time of execution of the conveyance deed, the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be.

**8.10** The schedule property is not the subject matter of any HUF, and no part thereof is owned by any minor, nor does any minor have any right, title, or claim over the schedule property.

**8.11** The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges, taxes, levies, impositions, premiums, damages, penalties, and other outgoings whatsoever payable with respect to the said project to the competent authorities until the completion certificate/occupancy certificate (as applicable) has been issued and possession of the Unit, along with the Common Areas (equipped with all the specifications, amenities, and facilities), has been handed over to the Allottee and the association of allottees or the competent authorities, as the case may be.

**8.12** 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 and/or the project.

## **9. GENERAL RIGHTS AND REMEDIES AVAILABLE TO THE PROMOTER:**

**i)** Upon termination of this Agreement by the Promoter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit.

**ii)** The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever.

**iii)** Acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right to charge such interest or exercise other rights mentioned in this Agreement. Without prejudice to the rights of the Promoter under this Agreement, the

Promoter shall be entitled to file or initiate appropriate complaints or proceedings against the Allottee(s) under the Act for default or breach of any of the terms and conditions of this Agreement or the provisions of the Act, Rules, or Regulations.

iv) The Promoter shall have the right to effect suitable alterations, additions, improvements, or modifications in the said common master plan, other plans, or the layout plan of the said residential complex or the Unit, if and when necessary, as may be required by the Architect and/or in accordance with the provisions of the RERA Act, 2016. The Allottee hereby consents to the same.

## **10. EVENTS OF DEFAULTS AND CONSEQUENCES**

**10.1** Subject to force majeure clauses and delays due to reasonable causes, the Promoter shall be considered under a condition of default in the following events:

i. The Promoter fails to provide possession of the Unit to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed (including any extensions) at the time of registration of the project with the authority. For the purpose of this Para, "ready to possession" shall mean that the Unit is in a habitable condition, complete in all respects, including the provision of all specifications, amenities, and facilities as agreed to between the parties, and for which the occupation certificate and completion certificate, as applicable, have been issued by the competent authority.

ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

**10.1.1** In case of default by the Promoter under the conditions listed above, a non-defaulting Allottee is entitled to the following:

i. Stop making further payments to the Promoter as demanded. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones, and only thereafter will the Allottee be required to make the next payment without any interest; or

ii. The Allottee shall have the option of terminating the agreement, in which case the Promoter shall be liable to refund the entire amount paid by the Allottee under any head whatsoever towards the purchase of the Unit, along with interest at a rate equal to the MCLR (Marginal Cost of Lending Rate) on home loans of the State Bank of India +1%, unless provided otherwise under the Rules, within 45 days of receiving the termination notice. *Provided that where an Allottee does not intend to withdraw from the project or terminate the agreement, the Promoter shall pay interest at the rate prescribed in the Rules for every month of delay until handing over possession of the Unit. This interest shall be paid by the Promoter to the Allottee within 45 days of it becoming due.*

**10.2** The Allottee shall be considered under a condition of default upon the occurrence of the following events:

**i.** In case the Allottee(s) fails to make payments for two (2) consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in this regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at a rate equal to the MCLR (Marginal Cost of Lending Rate) on home loans of the State Bank of India +1%, unless provided otherwise under the Rules. *The Promoter must not be in default to enforce this condition.*

**ii.** In case the default by the Allottee under the condition listed above continues for a period beyond 90 days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Unit and refund the money paid by the Allottee, after deducting the booking amount, interest liabilities, and other charges etc. Upon such cancellation, this agreement shall stand terminated. *The Promoter must not be in default to enforce this condition. Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to the termination.*

**iii.** In case of a breach of any other terms and conditions of this Agreement or violation of any applicable laws on the part of the Allottee(s), the Promoter may cancel the allotment of the Unit and refund the money paid by the Allottee, after deducting the booking amount, interest liabilities, taxes, duties, cess, and other charges deposited by the Promoter with the concerned department/authority in respect of the Unit. This agreement shall then stand terminated.

*Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to the termination.*

**iv.** If the Allottee is deemed to be in default and such default continues for a period of one year, this agreement shall stand cancelled *suo motu* at the will of the Promoter. In such a case, the Allottee shall have no objection. The Promoter shall be entitled to present this agreement before the registrar of stamps and have it cancelled without the presence of the Allottee. The Allottee agrees to this condition and undertakes not to take any legal recourse in case of such cancellation by the Promoter.

## **11. CONVEYANCE OF THE SAID UNIT**

The Promoter, upon receipt of the total price of the Unit as per Para 1.3 (including interest on delayed payment and other charges as stated in Para 1.3.1, as applicable) under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Unit to the Allottee, together with the proportionate indivisible share in the Common Areas, to the Association of Allottees within three months from the date of issuance of the completion certificate and the occupancy certificate (if any), as the case may be.

*Provided that, in the absence of applicable law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of the completion certificate/occupancy certificate (as applicable) after clearing all dues in respect of the unit.*

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favor. The Promoter may also refuse to hand over possession of the Unit to the Allottee(s) until the payment of stamp duty and registration charges is made by the Allottee.

## **12. MAINTENANCE OF THE SAID UNIT/PROJECT**

**12.1** The Promoter shall be responsible for providing and maintaining essential services in the Project until the maintenance of the Project is taken over by the Association of Allottees/ RWA upon the issuance of the completion certificate for the Project. The cost of such maintenance, along with applicable taxes, shall be borne by the Allottee on a pro-rata basis.

**12.2** The Allottee agrees to execute a maintenance agreement and club membership agreement, along with other necessary documents and undertakings etc, in the standard format with the Promoter, the Association of Allottees, or the Maintenance Agency appointed for the upkeep of the Project. Execution of the maintenance agreement shall be a condition precedent for handing over possession of the Unit by the Promoter and also for executing the Conveyance Deed of the Unit.

**12.3** In addition to the rights of the Association, Promoter, or Maintenance Agency to unrestricted access to all Common Areas and Facilities for providing maintenance services, the Allottee agrees to permit the Promoter, Maintenance Agency, or their authorized personnel/workers to enter the Unit or any part thereof, after due notice and during normal working hours, to inspect the Unit and/or carry out any repair work related to construction or development that may impact the Unit, adjoining Units, or the Common Areas. The Allottee further agrees and undertakes, either individually or through the Association, not to carry out any unauthorized maintenance or use of Common Areas.

**12.4** The Promoter shall provide electrical distribution infrastructure up to the Unit boundary in accordance with UPPCL (Uttar Pradesh Power Corporation Limited) and/or competent authority norms. The Allottee shall be responsible for directly applying to UPPCL and/or the concerned electricity board to obtain the electrical connection for the Unit, without recourse to the Promoter. The Allottee hereby acknowledges and confirms their obligation to bear all applicable charges for obtaining such a connection and for the installation of the electrical meter for the Unit, as per the norms of UPPCL and/or the competent authority.

## **13. DEFECT LIABILITY**

It is agreed that if in case of any structural defect, or any other defect in workmanship, quality, or provision of service, or any other obligation of the Promoter as per the Agreement for Sale related to the development is brought to the notice of the Promoter within a period of five (5) years by the Allottee from the date of handing over possession or the date of the Promoter's obligation to give possession to the Allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defect without further charge within thirty (30) days. In the event of the Promoter's failure to rectify such defect within the stipulated time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner provided under the Act.

## **14. RIGHT TO ENTER THE UNIT FOR REPAIRS**

The Promoter, Maintenance Agency, or Association of Allottees shall have the right of unrestricted access to all Common Areas for providing necessary maintenance services. The Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter the Unit or any part thereof, after due notice and during normal working hours, unless circumstances warrant otherwise, for the purpose of rectifying any defect.

## **15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT**

**15.1** The project shall always be known as “LOHIA ONE,” and this name shall not be changed and/ or removed by anyone, including the Allottee or their leases/occupants/transferees/assignees/association, etc. However, the name of the project may be changed at the sole discretion of the Promoter, and the Allottee shall not raise any objection or hindrance regarding the same. It is further agreed by the Allottee that the association of the brand name “LOHIA ONE” (in its registered logo form) or a combination of words with the prefix “LOHIA ONE” and the project shall at all times be subject to the sole control of Lohia Developers (India) Private Limited or as per the terms of the agreement between the Allottee and the Developer.

It is agreed and accepted by the Allottee that the brand name shall always be used in its registered form, including its color combination, design, and appearance, and shall not be altered under any circumstances unless Lohia Developers (India) Private Limited provides written consent regarding any change to the logo/brand name.

The brand name will be associated with the project, including the project land. However, it shall be at the sole discretion of Lohia Developers (India) Private Limited to associate its name/brand name with the association (which will be formed later) on such terms and conditions as deemed fit by Lohia Developers (India) Private Limited.

It is further agreed that the association of the brand name shall not, under any circumstances, be construed as a license or other interest granted to any person in the brand name. All intellectual property rights in and arising out of or concerned with the brand name and its ownership shall at all times vest exclusively in Lohia Developers (India) Private Limited. The Allottee further agrees not to use the brand name and/or any intellectual property associated with it in any manner or for any purpose except as permitted by Lohia Developers (India) Private Limited.

**15.2** The Allottee further undertakes, assures, and guarantees that he/she will not install any signboard, nameplate, neon light, publicity material, or advertisement material on the exterior of the Project. Additionally, the Allottee shall not store any hazardous or combustible goods in the Unit or place any items, articles, goods, or heavy materials in common passages. The Promoter or Association of Allottees (AOA) shall have the authority to remove such items without prior notice to the Allottee, at the Allottee’s cost, risk, and responsibility. The Promoter or AOA shall be entitled to dispose of the items without notice or accountability to the Allottee, and no claims shall be entertained in this regard.

**15.3** The Allottee shall not use the Unit for any purpose likely to cause nuisance or annoyance to the owners/occupants of other units or in the Common Areas/Common Parts.

**15.4** The Allottee shall not carry out or permit anything in or about the Unit that may tend to cause damage to any Common Area, roads, streets, or open spaces or interfere with the use of gardens, parks, passages, or amenities meant for common use.

**15.5** The Allottee shall comply with and carryout all the required requisitions, demands, and repairs required by the Development Authority, Municipal Authority, Government, or other Competent Authority, including the Maintenance Agency, regarding the Unit. These shall be carried out at the Allottee’s expense, keeping the Promoter indemnified against any costs, consequences, or damages arising from non-compliance.

**15.6** The Allottee agrees and undertakes that he/she shall join the Association of Allottees as may be formed by the Promoter on behalf of the unit holders. The Allottee undertakes to pay any fees or subscription charges required and complete any necessary documentation and formalities as may be deemed necessary for this purpose.

**15.7** The Allottee(s) shall be liable to pay house tax, property tax, fire-fighting tax/charge, or any other fee, cess, or tax as applicable under law, as and when levied by any local body or authority. If the Promoter/AOA has to pay the aforesaid amounts on behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within 15 days from the date of notice in this regard from the Promoter/AOA.

Failing this, the Promoter/AOA shall be entitled to charge interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA.

All taxes, charges, cesses, levies, etc., shall be payable by the Allottee(s) even if such a demand is raised by the authorities retrospectively after possession and/or conveyance of the said unit. Such demands shall be treated as unpaid consideration for the said unit, and the Promoter shall have the first charge/lien on the said unit for the recovery of such demands from the Allottee(s).

**15.8** The Allottee undertakes not to sub-divide the said unit agreed to be sold to him/her. The Allottee further undertakes that, in case it transfer its rights and interests in the said unit in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift, or in any other manner, such person/promoter so inducted by the Allottee shall also be bound by the terms and conditions of this Agreement.

**15.9** The Allottee agrees that if at any time, under any law/order, or if the Promoter deems it necessary to insure the title of the Unit/Project, the charges towards the same shall be paid by the Allottee proportionately, as may be demanded by the Promoter in the future.

**15.10** In case the Allottee wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of the Unit applied for, the Promoter shall facilitate the process subject to the following:

- **15.10.1** Any financing agreement between the Financial Institution/Bank and the Allottee shall be entered into by the Allottee at their sole cost, expense, liability, risk, and consequences.
- **15.10.2** The terms and conditions of the financing agency shall exclusively bind and apply to the Allottee(s) only.
- **15.10.3** The responsibility of getting the loan sanctioned and disbursed in accordance with the payment schedule shall rest exclusively on the Allottee. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter as per the payment schedule shall be ensured by the Allottee. Failing this, delay payment charges shall apply.
- **15.10.4** In case of default in repayment of dues to the financial institution/agency by the Allottee(s), the Allottee authorizes the Promoter to cancel the allotment of the said unit and repay the amount received to date after deducting the booking amount, interest on delayed payments, other charges, and taxes directly to the financing

institution/agency upon receipt of such a request from the financing agency without reference to the Allottee.

**15.11** The Allottee is aware of the applicability of Tax Deduction at Source (TDS) with respect to the said Unit. Further, the Allottee has to deduct the applicable TDS at the time of making actual payment or crediting such sums to the Promoter's account, whichever is earlier, as per Section 194-IA of the Income Tax Act, 1961. Further, the Allottee shall also submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

**15.12** The Allottee expressly agrees that the Promoter shall be solely entitled to claim any/all refundable amounts deposited by the Promoter with various competent authorities during the entire course of construction of the Project.

**15.13** The Allottee understands and agrees that, in the event of the paucity or non-availability of any material and/or brand, the Promoter may use alternative materials/articles and/or equivalent brands of similar good quality. The Promoter shall not be held liable in any manner for variations in the natural characteristics of stones, marbles, or tiles, including staining, shade, or pattern variations.

**15.14** Allottees shall observe and perform all the stipulations and conditions laid down by the Residents Welfare Association regarding the maintenance, repair, management, and administration of the Project/Unit. They shall pay and contribute regularly and punctually towards the taxes, expenses, or other outgoings in accordance with this Agreement.

**15.15** Allottees shall register their complete address with the Promoter at the time of booking. It shall be his sole responsibility to inform the Promoter of any subsequent changes in address via a registered letter. Failing this, all demand notices, letters, and correspondence sent to the last recorded address shall be deemed received. The Allottee shall be responsible for any payment defaults and resulting/other consequences that might occur there from. Any address changes must be supported with relevant documentary evidence.

**15.16** The Allottee is not entitled to transfer/encumber his right under this Agreement until the sale of the built-up Unit in his favour is completed, except with the prior written consent of the Promoter and on payment of such transfer/administrative charges as per Para 15.17, as may be specified by the Promoter in this behalf. The transferee shall be bound by the terms of this Agreement in all respects.

**15.17 Transfer Charges:** Administrative charges for the transfer of allotment would be Rs. 750 per SQMT (subject to change as per company/promoter policy) on the plot size. The transfers would be allowed only after 50% of the payment has been received from the Allottee (subject to change as per company/promoter policy). In the case of blood relations, including a spouse 75% of the charges will be waived; for other relatives 50% will be waived; and in the case of co-owners 100% will be waived. Other than above mentioned cases Management approval is required and will be treated as special cases. If required, the developer may also apply Government Rules and Regulations on a case-by-case basis.

*Note: Addition or deletion of names will also count as a transfer, but no charges shall apply before the Builder Buyer Agreement (BBA).*

**15.18** The Allottee shall only be entitled to possession of the built-up unit after all amounts payable under this arrangement are fully paid.

**15.19** The Allottee shall observe the rules or regulations as may be framed from time to time by the Promoter and/or the Maintenance Agency in respect of the said project.

**15.20** The Allottee shall not sub-divide the Said Unit and/or any portion thereof.

**15.21** The Allottee shall not throw or accumulate, or cause or permit to be thrown or accumulated, any dirt, rubbish, or other refuse within the Said Unit, in the compound, or in any portion of the Unit, or in any part of the said project or the Common parts, except at the places indicated for such disposal.

**15.22** The Allottee shall not keep or store, or allow to be kept or stored, any offensive, combustible, obnoxious, hazardous, or dangerous article in the Said Unit or in the common areas, and shall not block any common areas of the project in any manner. The Allottee must comply with the requirements and recommendations of the fire authority and the Management Agency regarding fire precautions to be taken for the said project.

**15.23** The Allottee shall not cause any escape of gas from any gas pipe or appliance in the Said Unit, or neglect any escape of gas. Where an escape of gas is suspected, the Purchaser must ensure that the pipe or appliance, as the case may be, is promptly examined and repair or replacement is undertaken immediately.

**15.24** The Allottee shall maintain and repair the intruder and fire alarm systems and ancillary equipment installed in the Said Unit.

**15.25** The Allottee shall not keep any heavy article or object, or operate any machinery, that is likely to endanger the structure of the Unit or damage the outer walls of any Unit.

**15.26** The Allottee shall not fix or install air-conditioners in the Said Unit, except at the places which have been specifically designated for such installations.

**15.27** The Allottee shall not perform or permit any act in or around the Said Unit that may cause, tend to cause, or appear likely to cause damage to the Said Unit, any adjoining portions, or any fittings and fixtures affixed thereto.

**15.28** The Allottee shall not enclose or alter the verandah, balconies, deck areas, or common parts, nor permit alterations in the elevation or exterior color scheme of the exposed walls, verandahs, lounges, or any external walls, doors, and windows, including the grills of the Said Unit. These must be maintained as per the sanctioned plan.

**15.29** The Allottee shall not fix grills in the verandahs or windows except in designs approved by the Promoter and/or its Architect.

**15.30** The Allottee shall not obstruct any entrances, access ways, roads, or footpaths within the said project, nor erect any structure thereon, nor hinder or interfere with their use by other lawful users of the project.

**15.31** The Allottee shall not park or allow any vehicle, including bicycles, scooters, or similar vehicles, to be parked in pathways, approaches, or open spaces of the Unit, except in designated parking areas within the said project.

**15.32** The Allottee shall not leave or allow to be left any furniture, cycles, perambulators, toys, parcels, bottles, or other objects, nor any refuse or rubbish, in any entrance, passage, or other common areas of the said Unit. The Purchaser shall not throw, or allow to be thrown, any refuse or rubbish out of any window of the said Unit.

**15.33** The Allottee shall not create or permit unreasonable noise in the said Unit, including playing musical instruments, singing, or engaging in other activities that disturb others.

**15.34** The Allottee shall not allow any person or child to loiter or play in or around entrances, passages, clubrooms, swimming pools, or other common areas of the project, except in designated areas.

**15.35** The Allottee shall use only the common areas mentioned in Schedule-B for ingress and egress to the Said Unit, in common with other occupiers of the project. The Purchaser shall have no rights over any other portion or space within the project.

**15.36** The Allottee shall not construct or create any gateway or similar opening granting access from any part of the said land to any other sub-divided land.

**15.37** The Allottee shall not paint, varnish, clad, or otherwise decorate the exterior surfaces of the Said Unit, including the common passageways for ingress and egress. The existing colour scheme and surface texture of the exterior must be maintained.

**15.38** The Allottee shall not cut, lop, or top any trees, shrubs, or bushes on the common area or permit any person under their control to do so. The Allottee must preserve trees, shrubbery, hedges, and other greenery on the common area, as well as ensure protection through the Maintenance Agency or Association.

**15.39** The Allottee shall not erect notice boards or signs on any part of the project and must not display advertisements, hoardings, or other structures.

**15.40** The Allottee shall not affix or draw wires, cables, or pipes through common areas or other Units without approval.

**15.41** The Allottee shall not obstruct, damage, or render inoperative any common conduits, including drains, sewers, pipes, or spouts, used for water or soil passage.

**15.42** The Allottee shall not perform or allow any action that prejudices or disrupts the enjoyment of common areas or amenities of the project.

**15.43** The terrace rights of the Unit shall remain exclusive to the Allottee. However, the Allottee shall not raise any construction on the above roof terrace.

**15.44** The Promoter has made clear to the Allottee that it shall be carrying out extensive development/construction activities for many years in the future in the Colony and shall also be connecting/linking the amenities/facilities, viz., electricity, water, sanitary/drainage

systems, etc., of additional development/construction with the existing ones in the project. The Allottee has confirmed that he/she/they shall not raise any objection, make any claim, or default on any payments as demanded by the Promoter on account of any inconvenience, if any, which may be suffered by him/her/them due to such development/construction activities or incidental/related activities, as well as the connecting/linking of amenities/facilities, etc., as stated above.

## 16. USAGE

16.1 The Allottee shall use the Unit only for residential purposes for which it is allotted and in a manner that does not cause nuisance or annoyance to other occupants of the Units. The use of the Unit shall not contravene public policy, nor shall it be for any unlawful, illegal, or immoral purposes. Furthermore, the Unit shall not be used for the temporary or permanent storage of hazardous, toxic, combustible, or inflammable materials and chemicals, or for any purpose likely to cause damage to the boundary wall of the Unit, adjacent Units, or any other part of the Project, nor shall it obstruct or interfere with the use of the Common Areas.

16.2 The Allottee agrees to indemnify the Promoter against any penal action, liability, damage, loss, claim, or demand arising due to misuse of the Unit. The Allottee shall be solely liable and responsible for such misuse, without recourse to the Promoter.

16.3 If the Allottee uses or permits the use of the Unit for any purpose other than as stated herein or for any illegal or unlawful purpose, the Promoter shall be entitled to cancel this Agreement and repossess the Unit, in addition to pursuing such remedies as may be available under the Applicable Laws.

## 17. OTHER RIGHTS & POWERS OF THE PROMOTER:

17.1 The Promoter has availed and/or may avail of financial assistance, including construction/corporate loans and infrastructure loans, from bank(s), financial institution(s), and/or person(s) against the security of any part(s) of the Said Land, including the Project Land, and/or in respect of the Project, or any part thereof, or any receivables, which have been or may be mortgaged or charged to such bank(s), financial institution(s), and/or other person(s) as security for the repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities, obligations, and rights of the Promoter under this Agreement may be transferred to any other person in compliance with the provisions of RERA. The Promoter agrees that, simultaneously with or before the registration of the Conveyance Deed, the Promoter shall obtain a letter releasing the mortgage or charge of such bank(s), financial institution(s), and/or person(s) over the Plot alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee(s), free of the same.

17.2 The Promoter shall not be liable to bear or pay any contributions, deposits, expenses, transfer fees, non-occupancy charges, donations, premiums, or any other amounts, charges, or liabilities whatsoever to the Resident Welfare Association to be formed in respect of the Project, as the case may be, in respect of any unsold/unallotted Premises.

17.3 The Promoter and/or its affiliates shall, at their discretion, control the placement, installation, and provision of any types of temporary and permanent signage and hoardings (including neon, backlit, and illuminated signage and hoardings) of whatsoever nature upon

and within the Project and/or any part thereof, until such time the Project is completed and the Common Areas are handed over in favor of the Resident Welfare Association to be formed in respect of the Project. Further, the Promoter and/or its affiliates shall always have full, complete, and unrestricted access to such hoardings and signage. Without prejudice to the generality of the foregoing provisions, the Promoter and/or its affiliates shall have full rights, at their discretion, to install their name(s) and any other intellectual property of the Promoter at one or more places on or upon the Said Land, the Project, any Common Areas, any Limited Common Areas & Amenities, and/or at the entrances and exits thereof.

**17.4** The Promoter and its affiliates have, shall always have, and reserve to themselves full and free right of way, means, and access to such place or places for the purpose of installing, maintaining, and replacing such hoardings and signage.

**17.5** The Promoter shall have the right, at its discretion, to promote, manage, and undertake all public events (including sales events, etc.) held in or upon any Limited Common Areas & Amenities and/or Common Areas up to the Project Completion and to apply the net revenues generated therefrom toward costs incurred by the Promoter in undertaking its diverse obligations in relation to the Project.

#### **18. COMPLIANCE OF LAWS, NOTIFICATIONS, ETC., BY PARTIES:**

The Parties are entering into this Agreement for the allotment of a Unit with full knowledge of all laws, rules, regulations, and notifications applicable to the Project.

#### **19. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or put up additional structure(s) anywhere in the Project after the layout plan, sanctioned plan, and specifications, amenities, and facilities have been approved by the competent authorities and disclosed, except as provided in the Act.

#### **20. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit, and if such a mortgage or charge is made or created, then, 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 who has taken or agreed to take such Unit.

#### **21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until:

- (i) the Allottee signs and delivers this Agreement, along with all the schedules and the payment due as stipulated in the Payment Plan, within 30 days from the date of receipt by the Allottee; and
- (ii) the Allottee appears for registration of the same before the concerned Sub-Registrar, Moradabad (specify the address of the Sub-Registrar), as and when intimated by the Promoter.

If the Allottee fails to execute and deliver the Agreement to the Promoter within 30 (thirty) days from the date of its receipt and/or fails to appear before the Sub-Registrar for its registration as and when intimated by the Promoter, the Promoter shall serve notice to the Allottee for rectifying the default. If the default is not rectified within 30 days from the date of receipt of such notice by the Allottee, the application for allotment shall be treated as cancelled.

## **22. ENTIRE AGREEMENT:**

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 prior understandings, agreements, allotment letters, correspondence, or arrangements, whether written or oral, between the Parties in regard to the said Unit.

## **23. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties. No clause herein can be orally changed, terminated, or waived. Any changes or additional clauses must be set forth in writing and duly signed by both Parties to be valid.

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES**

It is clearly understood and agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against, as well as by, any subsequent allottees of the Unit in the case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

## **25. WAIVER NOT A LIMITATION TO ENFORCE:**

**25.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule C), including waiving the payment of interest for delayed payment. It is made clear and agreed by the Allottee(s) that the exercise of discretion by the Promoter in the case of one allottee shall not be construed as a precedent or binding on the Promoter to exercise such discretion in the case of other allottee(s).

**25.2** Failure on the part of the parties to enforce, at any time or for any period of time, the provisions thereof shall not be construed as a waiver of any provision or of the right thereafter to enforce each and every provision.

## **26. SEVERABILITY:**

If any provision of this Agreement is determined to be void or unenforceable under the Act, the Rules and Regulations made thereunder, or other Applicable Laws, such provision(s) 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 the Act, the Rules and Regulations made thereunder, or the Applicable Laws, as the case may be. The remaining provisions of

this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee(s) in the Project, the same shall be the proportion which the unit area of the Unit bears to the total unit area of all the Units in the Project.

## **28. NOMINATION**

The Allottee hereby nominates Mr./Miss./Mrs..... [Name], S/D/W/H of .....[Relation], residing at .....[Address], aged..... [Age], having PAN [PAN Number]....., Aadhar No. [Aadhar Number]....., as his/her/their nominee for the said Unit. The Promoter hereby gives consent for the above-stated nomination.

Further, the Allottee shall be solely responsible and liable for all legal, monetary, or any other consequences that may arise from such nomination. The Allottee assures that the Promoter shall not be liable on any account whatsoever in respect of any transaction between the Allottee and his/her nominee(s).

The terms and conditions of this Agreement shall be binding upon the nominee with full force and effect, and the nominee shall be liable to make all payments as specified in this Agreement.

## **29. INDEMNIFICATION:**

The Allottee(s) shall, without prejudice to any other rights of the Promoter, agree to indemnify and keep fully indemnified, hold harmless, and defend the Promoter from and against third-party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses, and expenses of any nature whatsoever, brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing, or permitting any default or breach in respect of, or non-observance or non-compliance with:

- (i) any of the provisions/covenants of this Agreement and/or
- (ii) any representation, warranties, or covenants of the Allottee(s) being false or incorrect and/or
- (iii) any other claim, cost, or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to the failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or any of the provisions of this Agreement and/or
- (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or
- (v) failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this Agreement or failure of the Allottee(s) to appear before the Sub-Registrar for the registration of this Agreement, and/or
- (vi) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

- i. The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- ii. The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity, and this Agreement.

**30. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge, and deliver to the other such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein, or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**31. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon execution by the Promoter through its authorized signatory at the Promoter’s office, after the Agreement is duly executed by the Allottee and the Promoter. Simultaneously with the execution of the said Agreement, it shall be registered at the office of the Sub-Registrar at Moradabad. Hence, this Agreement shall be deemed to have been executed at Moradabad, Uttar Pradesh.

**32. NOTICES**

All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee.....  
(Allottee Address).....

M/s Lohia Developers (India) Private Limited, 3rd Floor, Centrum Mall Building,  
Kh No. 370, Sultanpur, MG Road, New Delhi - 110030.

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

**33. JOINT ALLOTTEES**

In the case of Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address provided by him/her. This shall, for all intents and purposes, be considered as properly served on all the Allottees.

**34. SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Unit prior to the execution and registration of this Agreement for Sale for such Unit shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act, or the Rules or Regulations made thereunder.

**35. GOVERNING LAW**

The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, the Rules, and Regulations made thereunder, including other Applicable Laws of India for the time being in force.

**36. DISPUTE RESOLUTION**

All or any disputes arising out of, touching upon, or in relation to the terms and conditions of this Agreement, including the interpretations 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 Conciliation Committee/Dispute Resolution Forum/Authority or Adjudicating Officer appointed under the Act.

**37. ARBITRATION**

All disputes and differences between the Parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained, or touching these presents, or determination of any liability, if not settled amicably, shall be referred to arbitration through the Adjudicating Officer appointed under the RERA Act, 2016.

Provided, however, the Promoter or Maintenance Agency and/or Association shall have the right to mediate or arbitrate disputes between unit holders, and any fees, costs, and expenses incurred by such mediation or arbitration shall be payable equally by the unit Allottee involved in such disputes.

**38. JURISDICTION**

Only the Courts of Moradabad, Uttar Pradesh, having territorial jurisdiction over the said entire land, shall have jurisdiction in all matters relating to or arising out of this Agreement.

**39. DISCLOSURE**

The Allottee has entered into this Agreement with full knowledge, physical inspection, and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds, and arrangements entered into by the Promoter with several other persons, and subject to all present and future laws, rules, regulations, and bye-laws applicable to this area, including the terms and conditions of the undertaking given by the Promoter to the concerned authorities and/or the Government of Uttar Pradesh in this regard, and to such other regulations as the Promoter may, from time to time, promulgate. The Allottee has familiarized himself/herself/itself with all the aforesaid title documents, sale deeds, undertakings, conditions, etc.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Allottee:** (Including joint buyers)

(1) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

(2) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

(3) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**If the Allottee is a company:**

Name of Company/Firm: \_\_\_\_\_  
Registered Address: \_\_\_\_\_  
Incorporation Date: \_\_\_\_\_  
CIN Number: \_\_\_\_\_  
PAN No.: \_\_\_\_\_  
GST No.: \_\_\_\_\_  
Contact No.: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
E-Mail ID: \_\_\_\_\_  
Nature of business of the Company/Firm: \_\_\_\_\_  
Correspondence Address (if different from registered address): \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_  
Designation of Authorized Signatory: \_\_\_\_\_  
Address of Authorized Signatory: \_\_\_\_\_

**Promoter**

(1) Signature (Authorized Signatory): \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

At: \_\_\_\_\_  
On: \_\_\_\_\_

In the presence of: **WITNESSES:**

(1) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

(2) Signature: \_\_\_\_\_  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**SCHEDULE 'A'**

[PLEASE INSERT DESCRIPTION OF THE UNIT ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS]

**SCHEDULE 'B'**

COMMON AREAS, AMENITIES, AND FACILITIES.

**SCHEDULE 'C'**

PAYMENT PLAN

**SCHEDULE 'D'**

SPECIFICATIONS FOR UNIT.

...

[The 'Schedules' to this Agreement for Sale shall be as agreed upon by the Parties]

**[H1] Additional Charges (As per payment plan) may be as follows:**

1. External electrification charges
2. External development charges
3. Sewer and stormwater drainage connection
4. Water connection charges
5. Prime location charges
6. Power backup
7. Fire fighting equipment charges
8. Cost of maintenance charges for two years.
9. Interest free maintenance charges.