

FORISHNA DEVELOPERS LLP

LLPIN : AAX-6245

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** made and entered at Mumbai on this _____ day of _____ in the year Two Thousand and Twenty _____

BETWEEN

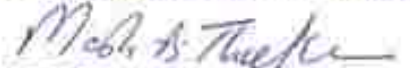
FORISHNA DEVELOPERS LLP, holding PAN – AAHFF9760H, a limited liability partnership firm, incorporated under the provisions of the Limited Liability Partnership Act, 2008 vide Registration No. AAA-6245 and having its registered office at 302, Golden Bungalow, Juhu Tara Road, Santacruz (West), Mumbai – 400 054, hereinafter referred to as **“THE PROMOTER”** (which expression shall unless repugnant to the subject, context or meaning thereof, be deemed to include the Partners or partner for the time being of the firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and his, her or their assigns) of the **FIRST PART**.

AND

_____ (Pan No. _____) & _____ (Pan No. _____) of Mumbai, Indian Inhabitant residing at _____ **“THE ALLOTTEE/S”** (which expression shall unless it be repugnant to the context or meaning thereof mean and include the Partners or Partner for the time being of the firm, the Survivors or Survivor of them and the heirs, executors, administrators of the last surviving Partner and his her or their assigns) of the **OTHER PART**.

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

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AUTHORISED SIGNATORY / PARTNER

WHEREAS:

- A. That NAV CHETNA CO-OPERATIVE HOUSING SOCIETY LTD., is a Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 bearing Registration No. **BOM/HSG/HW/6799 of 1983** having its address at Final Plot No.34/C, Nav Chetna Building, Juhu Road, Santacruz (West), Mumbai 400 054, (hereinafter referred to as **"the said Society"**) having Ground + Three upper floors alongwith an outhouse, constructed on the plot of land admeasuring about 1112 sq.yards equivalent to 930 sq.mtrs bearing C.T.S Nos.G94, G95 and G96 of Village G Ward (earlier known as Village Danda, Taluka South Salestte) corresponding to Survey No.353, Plot No.1, within the registration District of Mumbai Suburban District situated being and lying at Final Plot No.34/C of Santacruz Town Planning Scheme II, Juhu Road, Santacruz (West), Mumbai 400 054.
- B. By and under a Conveyance Deed (Deemed/Unilateral) dated 29th February 2016 executed between the District Deputy Registrar Co-op Societies (3), Mumbai and the Competent Authority on behalf of Nagiandas Kashidas Kapadia (there referred to as the Vendors) the District Deputy Registrar, Co-op. Societies (3), Mumbai and the Competent Authority on behalf of Natwarlal Purshottam Shah and his legal heirs (therein referred to as the *"Confirming Party/Builder"*) and the Society herein (therein referred to as the *"Purchaser/Society"*) and registered with the Sub-Registrar of Assurances under Serial No.BDR-



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I-2122 of 2016, the Society became seized and possessed of and otherwise well and sufficiently entitled to ownership of the **Property** i.e. freehold land admeasuring about 1112 sq. yards equivalent to 930 sq. mtrs. (as per PR Card admeasuring 857 sq. mtrs.) bearing CTS Nos.G94, G95 and G96 of Village G Ward corresponding to Survey No.353 of Plot No.1 within the registration district of Mumbai Suburban District (the "**Land**") together with the building known as "Nav Chetna" consisting of Ground + Three upper floors along with an Outhouse constructed thereon situated, being and lying at Final Plot No.34/C of Santacruz Town Planning Scheme II, Juhu Road, Santacruz (West), Mumbai 400 054 (the "**Building**") along with all the benefits, profits, advantages and rights attached thereto and more particularly described in the First schedule mentioned hereunder and the said Plot/Land alongwith the said building shall hereafter collectively be referred to as "**the said Property**".

- C. That the said old building "Nav Chetna" was in a dilapidated condition requiring extensive repairs and considering the cost for the purpose of repairs and maintenance, the Society considered it desirable to demolish the same and reconstruct a new building by utilizing the permissible FSI relating to and arising out of the said Plot of land and the TDR, fungible FSI and FSI by paying premium to the maximum extent possible as per present DC regulations.
- D. In the circumstances aforesaid, the Society invited offers from various interested builders / Developer's for the redevelopment of the said property which were scrutinized in the several meetings and negotiations were held in respect of the same. The Society received an offer letter from "**FORISHNA DEVELOPERS LLP,**" (hereinafter

referred to as the “**said Promoter**”) which the Society and members had found to be the most beneficial.

- E. In the Special General Body Meeting, held on 2nd July 2021, the members of the society in the SGM unanimously passed the resolution regarding reconstructing and redeveloping the said Property and the said M/s. Forishna Developers LLP was appointed as the Developers to redevelop the said Society.
- F. Thus, by a Development Agreement dated 30th day of March, 2022 (hereinafter referred to as the “**said agreement**”) registered with Jt. Sub-Registrar under Sr. No.BDR1-9267-2022, made and entered into between the said Nav Chetna Co-operative Housing Society Limited., therein called as the “**Society**” of the First Part and all existing members (As per listed attached therein in Schedule 1), therein called as the “**Members/Confirming Party**” of the Second Part and FORISHNA DEVELOPERS LLP., therein called as the “**Developer**” of the Third Part, the said Society and the members of Nav Chetna Co-operative Housing Society Limited have permitted, conferred upon FORISHNA DEVELOPERS LLP., the redevelopment rights of the said Property for the consideration and on terms and conditions as mentioned therein.
- G. That in pursuance to the said Development Agreement, the Society also executed a Power of Attorney, dated 22nd August, 2022 registered in the Office of Sub-Registrar of Assurance under Serial No. BDR-1/13194/2022 in favour of the said **MR. MANISH THAKKAR Partner of FORISHNA DEVELOPERS LLP**, conferring upon them several powers inter-alia power to get the said Property redeveloped.

- H. In consideration of the Promoter demolishing the existing building and constructing a new building at their own cost and expenses and in further consideration of the Promoter providing premises on ownership basis to the existing members in the new building to be constructed as provided and more particularly stated in the herein mentioned Development Agreements, the Society has authorized and permitted the Promoter to sell and transfer on ownership basis, their entitlement of saleable area for such consideration and on such other terms, conditions, covenants, stipulations and provisions as may be decided and deemed fit by the Promoter, and for this purpose to sign and execute the necessary agreements, deeds, documents and writings with the Allottee/s of the same. The above said Agreements also inter alia provide that on completion of development of the said property thereof, the Promoter alone will be entitled to hand over possession of the Saleable area that consists of various flats, apartments, tenements, premises car parks constructed/provided thereon to the Allottee/s thereof.
- I. The Promoter has appointed Architect M/S. Manish Shah, having License No. CA/93/16466 and the Promoter has also appointed a structural engineer, Mehul K Shah having License Registration no. STR/S/270 for the preparation of the structural design and drawings of the said new building, and the Promoter accepts the professional supervision of the Architect and structural engineer till the completion of the said new building.
- J. The Promoter herein through their Architect/s applied to MCGM for the necessary permissions in respect of further development proposal of the said Plot. Pursuant to the said application, MCGM



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sanctioned the building plans in respect of new Building and Intimation of Disapproval bearing No. P-9257/2021/(34C)/H/W Ward/FP/IOD/1/New was issued by MCGM. A copy of Intimation of Disapproval is annexed herewith as **Annexure - "A"**.

- K. The Promoter herein also applied for and obtained Commencement Certificate dated 12th October, 2022 from MCGM in respect of the said new Building under construction. A copy of Commencement Certificate issued is annexed herewith as **Annexure - "B"**.
- L. The Promoter has Proposed to construct Building on the said property comprising of Stilt + 9 Upper floor subject to utilization of permissible TDR/Additional FSI, fungible FSI etc. and subject to approval from MCGM hereinafter referred to as the **"said Project"**.
- M. The Allotee is offered an Apartment bearing Flat No./ Office No./ Shop No. _____ on the _____ floor along with Car Parking No. _____ in the Stilt / open of Building known as " _____ " herein after referred to as the **"said Building"**) being constructed in the said Project, by the Promoter.
- N. The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architect.
- O. The Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the building/s and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/s.
- P. By virtue of the Development Agreement/Power of Attorney the Promoter has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said Property and

to enter into Agreements with the allottee/s of the Apartments to receive the sale consideration in respect thereof;

- Q. That on demand from the allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the said Project and the plans, designs and specifications prepared by the Promoter's Architects and such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;
- R. The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter. The copy of the Title Certificate is attached as **Annexure – "C"**.
- S. The authenticated copies of Property card or extract of Village Forms VII and XII or any other relevant revenue record showing the nature of the title of the Promoter in respect of the said Property on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as **Annexure- "D"**.
- T. The copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure – "E"**.
- U. The Promoter has got some of the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building
- V. While sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and



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restrictions which are to be observed and performed by the Promoter while developing the said Property and the said Building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

- W. The Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.
- X. The Promoter has availed financial assistance and have mortgaged, *inter alia*, unsold units in respect of the said Project to be developed over the said Property and development rights in respect of said Property to security trustee acting in favor of Piramal Enterprises Limited (hereinafter referred to as "**Project Lender**"). The Promoter is required to obtain No-objection Certificate from the Project Lender ("**the said NOC**") for sale of any Units in the said Project.
- Y. Being fully satisfied with the representations made by the Promoter and having clearly understood the same, the Allottee has agreed to purchase and on the basis of the confirmations and undertakings given by the Allottee to observe, perform and comply with all terms, conditions and provisions of this Agreement and the express confirmation by the Allottee that it/he/her/they has/have understood the disclosures made by the Promoter under the terms of this Agreement, the Promoter has agreed to allot and sell the said Apartment to the Allottee for the consideration of Rs. _____/- (Rupees _____ only) ("**Sale Consideration**") and on the terms and conditions hereinafter appearing;



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- Z. The Allottee/s has applied to the Promoter for an Apartment bearing Flat No./ Office No./ Shop No.: _____ on _____ floor, having RERA carpet area admeasuring _____ sq. ft. (hereinafter referred to as **"the said Apartment"**) of the proposed building known as **"_____"**, along with / without the _____ Car Parking space in the Stilt/open (hereinafter referred to as **"the said Car Parking Space"**) in the said building constructed on the said Property. The said Apartment and the said Car Parking Space are collectively referred to as **"the said Premises"**, more particularly described in the Second Schedule.
- AA. The carpet area of the said Apartment is _____ square meters and "carpet area" means the net useable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee/s, or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the apartment.
- BB. The Promoter has obtained the said NOC dated _____ from the Project Lender for selling the said Apartment to the Allottee. The said NOC issued by the said Company is annexed hereto and marked as Annexure: '____'.
- CC. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws,

are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

- DD. Prior to the execution of these presents the Allottee/s has paid to the Promoter a sum of Rs. _____ (Rupees _____) only, being part payment of the lump sum sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay to the Promoter the balance of the lumpsum sale consideration in the manner hereinafter appearing.
- EE. The Promoter have registered the Project Building with the name and style of "NAV CHETNA" under the provisions of the said Act i.e., Real Estate (Regulation & Redevelopment) Act, 2016 (with the Real Estate Regulatory Authority bearing MahaRERA Registration no. _____). Section 13 of the said Act requires the Promoter to execute a written Agreement for Sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
- FF. In accordance with the terms and condition set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the said Apartment and the said Parking Space (if applicable).
- GG. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein;



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HH. 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 in all the Applicable Law, are now willing to enter into this Agreement on the terms and conditions hereinafter appearing.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS
HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO
AS FOLLOWS: -**

1. DEFINITIONS

- (i) **“Act”** shall mean The Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder together with all such amendments, modifications and/or re-enactments related thereto;
- (ii) **“Agreement”** shall mean this Agreement for Sale, including all recitals and schedules herein and all annexures annexed hereto and shall also include any written modification hereof executed by and between the Promoter and the allottees;
- (iii) **“Allottee”** shall include the person who subsequently acquires the Apartment through sale, transfer or otherwise but does not include a person to whom the Apartment is given if applicable on rent;
- (iv) **“Allottee’s Interest”** shall mean the interest payable by the



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Allottee to the Promoter at the rate of 2% above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Allottee to the Promoter becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

- (v) **“Apartment”**: In case of a residential unit, shall mean the apartment having residential user located on the _____ floor in the said Building and shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as Annexure E to be allotted in favour of Allottee under the terms of this Agreement;

In case of a commercial unit, shall mean the unit / Apartment having commercial user located on the _____ floor in the said Building and shown with red colour boundary line on the typical floor plan thereof annexed hereto and marked as Annexure E to be allotted in favour of Allottee under the terms of this Agreement.

- (vi) **“Applicable Law”** shall mean all applicable laws, bye-laws, rules, regulations, orders, ordinances, guidelines, policies, notices, directions, judgements, decrees, conditions of any regulatory approval or license issued by a government, government authorities, statutory bodies, competent authorities and judgments and other requirements of any statutory and relevant body /authority;



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- (vii) **"Approvals"** shall mean and include but shall not be limited to all sanctions, permissions, licenses, letters, no objection certificates, exemptions, letters of intent, annexures, intimations of disapproval, commencement certificates, occupation certificates, notifications, plans, and such other documents / writings by whatever name called that envisage the grant of consent enabling / facilitating construction /development together with renewals, extensions, revisions, amendments and modifications thereof from time to time that have been obtained / shall be obtained from sanctioning bodies / authorities in respect of the building/s to be constructed on the said Property or any part or portion of the said Property;
- (viii) **"Architect"** shall mean a person registered as an architect under the provisions of the Architects Act, 1972;
- (ix) **"Authenticated Copy"** shall mean a self-attested copy of any document required to be provided by the Promoter to the Allottee;
- (x) **"The said Building"** shall mean the building known as **"NAV CHETNA"** comprising of 9 floors and 1 Building/s to be constructed by the Promoter on the said Property;
- (xi) **"Carpet Area"** shall mean the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. It is clarified that the expression "exclusive balcony or verandah



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area” means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment and the expression “exclusive open terrace area” means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee;

- (xii) **“Covered Parking Space”** shall mean () covered/ enclosed area situated in the stilt for parking of the vehicle of the Allottee and does not include a garage and/or open parking;
- (xiii) **“Common Areas and Amenities”** shall mean the areas, amenities and facilities intended for the common use of the Allottee/s and to be constructed as per the approved plans on the said Property and more particularly specified in **“Annexure F”** annexed hereto, alongwith the internal path/ road lights, water and electricity supply, security, sewerage, drainage, public works, fire-fighting systems and works, water tanks, etc.
- (xiv) **“FSI”/ “TDR FSI/Base FSI/Fungible FSI/Premium FSI”** shall mean the Floor Space Index and related building potential as defined and enumerated under various statutes, schemes, circulars, notifications etc. provided under the laws applicable in the State of Maharashtra;
- (xv) **“Internal Apartment Amenities”** shall mean the amenities, fixtures and fittings listed in the Third Schedule proposed to



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be provided by the Promoter in the said Apartment;

- (xvi) **"Intimation to take Possession"** shall mean the written intimation that shall be given by the Promoter to the Allottee/s to take possession of the Apartment within a period of 30 (thirty) days from the date of the Promoter intimating the Allottee to take possession;
- (xvii) **"Parking Space"** shall mean parking space as approved by the Competent Authority as per the applicable Development Control Regulations for parking of vehicles of the Allottee which may be in basements and/or stilt and/or podium and/or space provided by mechanized parking arrangements;
- (xviii) **"Plans"** shall mean the drawings, plans, layout and such other specifications as approved and sanctioned by the MCGM and other concerned statutory bodies and authority/ies in respect of the Project from time to time together with amendments, modifications and alterations related thereto together with all future plans, drawings and layouts as may be submitted by the Promoter from time to time and approved by the authorities in respect of the Project;
- (xix) **"Project"** shall mean the proposed construction and development on the said Property;
- (xx) **"Project Account"** shall mean account no. 57500001295747 in opened in the name of "Forishna Developers LLP Nav Chetna Master Escrow A/c" in HDFC Bank Limited.
- (xxi) **"Project Lender"** shall mean Piramal Enterprises Limited having CIN No.- L24110MH1947PLC005719, having its



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registered office at Piramal Ananta, Agastya Corporate Park,
Opp. Fire Brigade, Kamani Junction, LBS Marg, Kurla (West),
Mumbai Mumbai City MH 400070 IN

- (xxii) **"Possession Date"** shall mean the date on which the notice period under the Intimation to take Possession expires and/or the Allottee takes possession of Flat/Apartment, whichever is earlier;
- (xxiii) **"Promoter Interest"** shall mean the interest payable by the Promoter to the Allottee at the rate of 2% above the State Bank of India Highest Marginal Cost of Lending Rate prevailing on the date on which the amount payable by the Promoter to the Allottee becomes due. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use then it would be replaced by such the benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public;
- (xxiv) **"Society"** shall mean the existing Nav Chetna Co-operative Housing Society Limited;
- (xxv) **"Structural Engineer"** means a person who possesses a bachelor's degree or equivalent from an institution recognized by the All India Council of Technical Education or any university or institution recognized under a law or is registered as an engineer under any other law for the time being in force.

2. The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been set out herein verbatim. The headings given in the operative section of this Agreement are

only for convenience and are not intended in derogation of RERA.

3. The Promoter has started with the construction work of the said Project to be known as "NAV CHETNA" (which may be changed to any other name at the sole discretion of the Promoter for which Allottee shall not be entitled to raise any objection for such change in the name of the Project) on the said Land/Property more particularly described in the Annexure A hereunder written. The Promoter shall construct the said Project and the said Premises/Unit in accordance with the plans sanctioned by the concerned local authorities from time to time.

PROVIDED THAT the Promoter shall have to obtain prior consent in writing of the Allottee in respect of any variations or modifications which may adversely affect the said Premises/Unit of the Allottee, except, any alteration or addition required by any Government authorities, or, due to change in law

4. **Purchase of the said Premises and Sale Consideration:**
 - (i) The Allottee hereby agrees to purchase and acquire from the Promoter, and the Promoter hereby agrees to sell to the Allottee, the said Premises/Unit (more particularly described in Annexure E hereunder written) for the Sale Consideration



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mentioned herein the Agreement. The said Premises/Unit is marked in a red-colored boundary line on the floor plan annexed and marked as part **Annexure "E"** hereto). The Allottee will be entitled to exclusive use as a limited common area attached to the said Premises. The Allottee shall not be entitled to put up any construction or any kind of obstruction in the Common Area. No separate consideration is being charged for Common Area and this limited Common Area and facility will at all times to be attached to the said Premises. It is clarified that the sale of the said Premises/Unit is on the basis of the carpet area (as per RERA) of the said Premises/Unit only. The Common Areas and Amenities to be provided in the Project shall be used by both Society and the residential and commercial premises allottees of Free Sale Portion.

- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos ____ situated at ____ Basement and/or stilt and /or ____ podium being constructed in the layout



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for the consideration of Rs. _____/-. The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-

- (iii) The Allottee shall deduct tax at source ("TDS") from each Installment of the Sale Consideration as required under the Income Tax Act, 1961 and shall cause the TDS Certificate to be issued in accordance with the Income Tax, 1961 at the earliest.
- (iv) The Allottee has paid before the execution of this Agreement an amount aggregating to INR [•](not exceeding 10% of the total Sale Consideration) as advance payment and hereby agrees to pay to the Promoter balance Sale Consideration of _____ in the following manner:

Payment of INR	not exceeding 30% of the total Sale Consideration) to be paid to the Promoter after the execution of Agreement
Payment of INR	not exceeding 45% of the total Sale Consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Unit is located
Payment of INR	(not exceeding 70% of the total Sale Consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Unit is located.



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Payment of INR	(not exceeding 75% of the total Sale Consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Unit.
Payment of INR	(not exceeding 80% of the total Sale consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit
Payment of INR	(not exceeding 85% of the total Sale Consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit is located.
Payment of INR	(not exceeding 95% of the total Sale Consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as maybe prescribed in the Agreement of sale of the building or wing in which the said Unit is located.
Payment of INR	Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Unit to the Allottee on or after receipt of occupancy certificate or completion certificate

Further Installments will be sub-divided on completion of slabs/Finishing work as per terms Negotiated subject to the



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Limits Defined in the above Table.

- (v) In accordance with progress of the construction of the Project/premise/unit by the Promoter and the issuance by the Promoter to the Allottee of notice intimating the Allottee about the stage-wise completion of the Project/premises/unit/ as detailed in the payment schedule hereinabove (the payment at each stage is individually referred to as the “**Installment**” and collectively as “**Installments**”). The payment of Installments shall be made by the Allottee within 15 days of the Promoter making a demand for the payment of the respective Installment, time being the essence.
- (vi) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Unit.
- (vii) The Sale Consideration shall be escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority



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and/or any other increase in charges which may be levied or imposed by the competent authority, local bodies/government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in the development charge, cost or levies imposed by the competent authorities, etc. the Promoter shall enclose the said notification/order/ rule/ regulation/demand, published/ issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable to the subsequent Instalments.

- (viii) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ % per annum/Lumpsum Discount for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- (ix) Notwithstanding anything contained in this Agreement, the



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Promoter has given an undertaking to the Project Lender to the effect that the Promoter shall not sell the said Unit without the consent of the Project Lender and accordingly, the entire Sale Consideration of the said Apartment shall be deposited with and credited to the Project Account. The Allottee shall make all payments towards the entire Sale Consideration in favour of the Project Account.

- (x) The entire Sale Consideration to be deposited by the Allottee in the said Account will be dealt by the Promoters in the accordance with MahaRERA and as agreed with the Project Lender.
- (xi) Without prejudice to the Promoter's other rights under this Agreement and/or in law, the Allottee shall pay to the Promoter interest, interest at the SBI highest marginal cost of lending rate plus 2% as specified in the Rule per annum on all amounts which are due and/or payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee to the Promoter until the date such outstanding amount is received by the Promoter.
- (xii) The Allottee agrees and confirms that in the event of delay/default in making payment of the GST or any such tax



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demanded, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the unpaid GST or any such tax along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from the Allottee.

- (xiii) It is clarified that the Promoter has furnished the relevant information to the Allottee and the Allottee is aware that the benefit of the input tax credit is not available under the Central Goods and Services Act, 2017 and the GST Rules, notifications, circulars etc. and hence the Allottee understands and agrees that the Consideration is exclusive of GST payable on the entire Consideration. The Allottee has satisfied himself/ herself/ themselves in respect of and/or relating to the above and agrees not to raise any dispute(s), objection(s) in respect of and/or relating to the above.
- (xiv) The Promoter shall confirm the final carpet area (as per RERA) that has been allotted to the Allottee after the construction of the Project is complete and the Occupation Certificate is granted by the competent authority or any appropriate



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approving authority, by furnishing details of the changes, if any, in the carpet area (as per RERA), subject to a variation cap of 3% (three percent). The total Sale Consideration payable on the basis of the carpet area (as per RERA) of the said Premises/unit, shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area (as per RERA) within the defined limit of 3%, then, the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate specified in the RERA Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area (as per RERA) allotted to Allottee beyond 3%, the Promoter shall demand additional amount from the Allottee towards Sale Consideration, which shall be payable by the Allottee prior to taking possession of the said Premises/Unit. It is clarified that the payments to be made by the Promoter/Allottee, as the case may be, under this Sub-clause, shall be made at the same rate per square meter as agreed in this Clause 4.

- (xv) If the Allottee enters into any loan/financing arrangement with any bank/financial institution, such bank/financial institution



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shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, in the same manner detailed in this Clause 4 and Clause 15 below (which will not absolve Allottee of its responsibilities under this Agreement).

- (xvi) The Allottee authorises the Promoter to adjust/ appropriate all payments made by him/ her/ it under any head(s) of dues against lawful outstanding if any, including TDS, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/ direct the Promoter to adjust his payments in any manner. The rights of the Promoter under this clause are without prejudice to the rights and remedies of the Promoter under this Agreement and at law in case of the breach by the Allottee of any term of this Agreement.

5. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the MCGM or any concerned local authority at the time of sanctioning the plans of the plan or thereafter and shall, before handing over possession of the said Premises to the Allottee,

obtain from the MCGM or concerned local authority, the Occupation Certificate or Completion Certificate in respect of the said Premises/Unit, as may be applicable.

6. Time is of the essence of this Agreement for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and handing over the said Premises and the common areas to the Allottee after receiving the Occupation Certificate or the Completion Certificate or both as the case maybe in respect thereof. Similarly, the Allottee shall make timely payments of all instalments of the Sale Consideration and other dues payable by him/her/their/it and meeting, complying with and fulfilling all its other obligations under this Agreement subject to the simultaneous completion of construction by the promoter as provided in clause 4 (iv).

7. **FSI, TDR and development potential with respect to the said Towers on the said Property:**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is only and Promoter has planned to utilize Floor Space Index of by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI

by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Premises based on the proposed construction and sale of Premises to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

8. Possession Date, Delays and Termination:

- (i) The Project shall be deemed to have been completed on the Promoter obtaining the Occupation Certificate. The Promoter shall endeavor to complete the Project on or before **30th April 2026**. Provided however, that the Promoter shall be entitled to reasonable extension of time for giving delivery of the said Premises on the Possession Date, if the completion of the Project is delayed on account of any or all of the following factors: -



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- (a) Any act of God, war, civil commotion;
- (b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;

In such an event the date of handover of possession of the said Premises/unit shall be extended to the extent of loss of time.

- (ii) If the Promoter fails to hand over the said Premises/Unit to the Allottee on the Possession Date (save and except for the reasons as stated in Clause 7 (i) above), then the Allottee shall be entitled to either of the following options: -

- (a) call upon the Promoter by giving a written notice by Courier / E-mail / Registered Post A.D. at the address provided by the Promoter ("**Interest Notice**"), to pay interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate ("**MCLR**") plus 2% thereon ("**the Interest Rate**") for every month of delay till the handing over of the possession, on the Sale Consideration paid by the Allottee. The interest shall be paid to the Allottee till the date of offering to hand over of the possession of the said Premises to the Allottee. It hereby clarified for the sake of abundant clarity that the Sale Consideration shall not include any



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delayed interest or any other amount levied and collected, if any as per the terms of this Agreement; **OR**

- (b) the Allottee shall be entitled to terminate this Agreement by giving a written notice to the Promoter, by Courier / E-mail / Registered Post A.D. ("Allottee Termination Notice"). On the receipt of the Allottee Termination Notice by the Promoter, this Agreement shall stand terminated and cancelled Subject to execution and registration of the Deed of cancellation. Within a period of 30 (thirty) days from the date of Registration of the deed of cancellation by the Promoter, the Promoter shall refund to the Allottee the amounts already received by the Promoter under this Agreement after adjustment/deduction related to government statutory dues, duties and taxes, bank loan, brokerage, if any and the Allottee shall be paid interest thereon at the Interest Rate to be computed from the date the Promoter had received such amount/part thereof till the date such amounts with interest at the Interest Rate thereon are duly repaid. On such repayment of the amounts (as stated in this clause), the Allottee shall have no claim of any nature whatsoever against the Promoter and/or the said Premises/Unit and/or Parking Slot and the Promoter shall be entitled to deal with and/or dispose of the said Premises/unit and/or the Parking Slot in the manner it deems fit and

proper.

- (iii) In case if the Allottee elects his/her remedy under-sub clause (ii) (a) above then in such a case the Allottee shall not be subsequently be entitled to the remedy under sub-clause ii (b) above.

(iv) **ALLOTTEE(S) EVENT OF DEFAULT:**

It is specifically agreed, undertaken and covenanted by the Allottee(s) that all defaults, breaches and/or non- compliance of any of the terms and conditions of this Agreement including but not limited to the defaults specified below shall be deemed to be events of default liable for consequences stipulated in this Agreement-

- (a) Failure or incapacity on part of the Allottee(s) to make payments within the times as stipulated in this Agreement for any reason whatsoever or failure to pay the Sale Consideration, Taxes on the transfer/demise, Taxes levied by the local authority or planning authority/TDS contribution, registration charges any incidental charges, as demanded by the Promoter, any other charges, deposits or any amount payable under



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this Agreement as may be notified by the Promoter to the Allottee(s) under the terms of this Agreement.

- (b) Failure or incapacity on the part of the Allottee(s) to perform and observe any or all of the Allottee(s) obligations set forth in this Agreement or if the Allottee(s) fails to execute any of the deed/document/undertaking/indemnities/affidavits/letters etc. or to perform any other obligation, if any set forth in any other agreement with the Promoter in relation to the Premises/Unit.
- (c) Failure or incapacity on part of the Allottee(s) to pay on or before the due date the taxes and maintenance charges, deposits or any other charges, security, as demanded by the Promoter, its nominee, Society.
- (d) Causing obstructions/hindrances to the construction or implementation of the Project or transfer/demise of the Premises, either by physical means or by mass communications, including emails, mass emails, social networking sites etc.
- (e) Causing or making any defamatory statements against



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the Promoter which is lowering the esteem of the Promoter in the eyes of other Allottee(s) or public at large.

- (f) Dishonor of cheque and subsequent not remedying such dishonor of cheque given by the Allottee(s) for any reason whatsoever.
- (v) If the Allottee fails to make any payments on the stipulated dates/ and the times/ as required under this Agreement, then the Allottee shall pay to the Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate ("MCLR") plus 2% thereon, on all and any such delayed payments computed from the date of such amounts are due and payable till the date and such amounts are fully and finally paid together with the interest thereon at the Interest Rate and till the actual realization of all the outstanding amount by the Promoter.
- (vi) Without prejudice to the right of the Promoter to charge interest at the Interest Rate mentioned at Sub-clause (ii) (b) above, and any other rights and remedies available to the Promoter, either (a) on the Allottee committing a breach of any



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of the terms and conditions by this Agreement and/or default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her their proportionate shares of taxes levied by the concerned local authority and other outgoings/maintenance charges) and/or (b) the Allottee committing 3 defaults of payments of installments of the Sale Consideration and/ or (c) on occurrence of any event of default as mentioned in sub-clause (iv) above, the Promoter shall be entitled to at its sole option and discretion to terminate this Agreement, without prejudice or recourse to the Allottee. Provided that, the Promoter shall give 15 days in writing to the Allottee ("**Default Notice**"), by courier/Email/registered Post A.D, at the address provided by the Allottee, of its intention to terminate this Agreement with details of breach or breaches of the terms and conditions in respect of which it intended to terminate the Agreement. If the Allottee fails to rectify the breach or the breaches mentioned by the Promoter within the Default Notice, including making full and final payment of any outstanding dues together with Interest Rate thereon, then



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at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee ("**Promoter Termination Notice**"), by courier/Email /registered A.D. at the address provided by the Allottee. On the receipt of the Promoter Termination Notice by the Allottee this Agreement shall stand cancelled and terminated. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 10% of the Sale Consideration ("**Forfeiture Amount**") as and by way of agreed genuine pre-estimate of liquidated damages. In addition to thereto any taxes, brokerage, or other charges, default interest rate such as charges for the sanction letter paid to a bank charges/expenses paid to a real estate agent or any third-party company/ individual involved in the transaction on behalf of the Allottee shall also be deducted from the total amount received from the Allottee. Within a period of 30 days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount, brokerage amount taxes and other charges mentioned above refund the balance amount



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of the Sale Consideration to the Allottee. It hereby clarified for the sake of abundant clarity that the Sale Consideration shall not include any delayed interest or any other amount levied and collected, if any as per the terms of this Agreement. Upon termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises/Unit or Parking Slot and the Promoter shall be entitled to deal with and/or demise/transfer/ dispose of the said Premises/Unit and/or the Parking Slot in the manner it deems fit and proper without any further reference or recourse to the Allottee.

- (vii) The Allottee agrees that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event the Premise/Unit being in possession of the Allottee(s) then the Promoter shall have the right and shall be entitled to re-enter upon the said Premises/unit and the Parking Slot and resume the possession of the same and the Allottee will quit, vacate and deliver quiet and peaceful possession of the said Premises/unit to the Promoter. If the Allottee fails to quit, vacate and deliver quiet and peaceful possession of the



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said Premises/Unit to the Promoter then the Allottee shall thereupon be liable to immediate ejectment therefrom as a trespasser. It is understood by the Allottee that the allotment of the Parking Slot is co-terminus with this Agreement and the allotment of the Parking Slot shall stand terminated ipso facto with the termination of this Agreement.

9. The common areas, facilities and amenities in Project that may be usable by the Allottee are listed in the **Annexure F** hereunder written. The internal fitting and fixtures in the said Premises that shall be provided by the Promoter are listed in the **Annexure F** hereunder written.

10. **Procedure for taking possession:**

- (i) The Promoter shall upon obtainment of the Occupation Certificate from the concerned authority for the said Project and inform the Allottee in writing ("**Possession Notice**") for taking possession of the said Premises within 1 (One) month from the date of such notice provided the Allottee has paid the Sale Consideration in full and all other amounts due and payable under this Agreement/pursuant to this transaction and has complied with all the provisions of this Agreement and has



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executed all necessary documents/applications in respect thereof and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.

- (ii) The Allottee shall take possession of the Apartment within 15 days of the written notice from the promotor to the Allottee intimating that the said Apartments are ready for use and occupancy: .
- (iii) Upon receiving a written intimation from the Promoter as per clause 9, the Allottee shall take possession of the Premises from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Premises to the allottee. In case the Allottee fails to take possession within the time provided in clause 9 such Allottee shall continue to be



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liable to pay maintenance charges as applicable.

- (iv) If within a period of 5 (five) years from the date of handing over the said Premises to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the said Premises or the Project or any structural defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA. It is hereby clarified that the Allottee(s) shall not, without the prior written consent of the Promoter carry out any alterations of whatsoever nature in the said Premises/Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said Premises/Unit. If any of such works are carried out without the written consent of the Promoter, the liability of the Promoter



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under RERA to rectify defects automatically shall become void and the Allottee(s) shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Sanitary Fittings and C.P. Fittings to be provided by the Promoter in the said Project and/or in the said Premises/Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of warranty provided by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance in manner and as prescribed by such Manufacturer is not attended to by the Society.

11. **Use and Occupation:**

- (i) Allottee shall use the Apartment for residential and commercial purpose, as the case maybe. The Allottee agrees, records and confirms that the car parking space is only for the



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purpose of keeping or parking of the Allottee's own vehicle.

The parking space is for parking light motor vehicles only and not for parking lorry, tempo, public transport vehicle etc. In case the Apartment is permitted commercial use by authorities, then the Allottee shall not do anything which shall be a cause or a source of nuisance or annoyance to the Promoter or any other persons of the said Society and the other occupiers of the said Building in which the Apartment is situated or to any one in its vicinity or neighborhood.

- (ii) The Allottee hereby covenants that the Allottee shall not use the Apartment for the purposes of hospitals, nursing homes, warehouses, flourmill, hotels (lodging/boarding), liquor Apartments, butcher Apartment (dealing in chicken/ mutton/ fish/ beef/ pork/) and marriage hall.
- (iii) In an event of increase in any local taxes, water charges, insurance and such other levies that are imposed by the concerned Local Authority and/or Government on account of change of user of the Apartment by the Allottee, the Allottee alone shall bear and pay such penalty, premium or other sums of money demanded
- (iv) The Allottee hereby covenants to keep the Apartment, walls and

partition walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and condition and in particular so as to support shelter and protect the parts of the said Building. The Allottee further covenants not to chisel or in any other manner damage the columns, beams, slabs or RCC partition or walls or other structural members without the prior written permission of the Society.

- (v) The Allottee hereby confirms to become the member of the Society and abide by the Society's bye-law, rules and regulations.

12. Society Membership & Other Charges: -

- (i) As mention in the Recital, the Society is the owner of the Property and Development Agreement and Power of Attorney have granted development rights to the Promoter. Upon making the final payment and receiving the Possession Notice as per the terms of this Agreement, the Allottee shall make an appropriate application as required under the applicable laws and rules to the Society for admitting himself/ herself/itself as the member of the Society. The Allottee(s) shall, within 7 days from the Society calling upon him/her/them to do so, execute all deeds, documents and papers for or in connection with



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admission as a member of the Society.

- (ii) It is clarified that before the Allottee(s) herein shall be admitted as members of any such Society, subject to the Allottee having paid/cleared all his/her/their dues under the terms hereof to the Promoter and /or said Society, including amounts by way of contribution towards the common expenses and outgoings of the said Project. The Allottee hereby covenants and undertakes that he/she/it shall comply and adhere with all the constitution documents and bye-laws of the said Society at his/her/it's own cost and risk, and the Promoter shall not be liable for any dispute between the Allottee and the Society.
- (iii) Commencing 30 (thirty) days from the Possession Notice that the said Premise/Unit is ready for use and occupation alongwith Occupation Certificate, the said Premise/Unit shall be at the Allottee(s)'s/s' risk in all respects including (but not limited to) against any risk of the nature of theft, burglary, fire.
- (iv) The Allottee shall before delivery of possession of the said Apartment as mentioned above, deposit the following amount with the Promoter-



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(a) Rs.700/- for share money, application entrance fee of the Society;

(b) Rs. _____/- for development charges;

(c) Rs.7,500/- for legal charges;

(d) Rs. _____/- for deposit towards water, electricity and other utility and services connection charges;

(e) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of the Society for ____ months as applicable for proportionate share of taxes and other charges/levies in respect of the Society;

(f) Rs. _____/- for Corpus Fund;

(g) Rs. _____/- for Gas Connection

13. Loan and Mortgage:

- (i) The Allottee shall be entitled to avail loan from a bank/financial institution and to mortgage the said Premises by way of security for repayment of the said loan to such bank/financial institution, with the prior written consent of the Promoter. The Promoter shall be entitled to refuse permission



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to the Allottee for availing any such loan and for creation of any such mortgage/charge, in the event the Allottee has/have defaulted in making payment of the Sale Consideration and/or other amounts payable by the Allottee under this Agreement.

- (ii) All the costs, expenses, fees, charges and taxes in connection with procuring and availing of the said loan, mortgage of the said Premises, servicing and repayment of the said loan, and any default with respect to the said loan and/or the mortgage of the said Premises, shall be solely and exclusively borne and incurred by the Allottee. The Promoter shall not incur any liability or obligation (monetary or otherwise) with respect to such loan or mortgage.
- (iii) The agreements and contracts pertaining to such loan and mortgage shall not impose any liability or obligation upon the Promoter in any manner, and shall be subject to and shall ratify the right and entitlement of the Promoter to receive the balance Sale Consideration and balance other amounts payable by the Allottee under this Agreement.
- (iv) The Allottee agrees and confirms that notwithstanding that the Allottee has approached/may approach the Banks and/or the



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financial institutions for availing loans in order to enable the Allottee to make the payment of the total consideration or part thereof in respect of the said Premises, it shall be the sole and the entire responsibility of the Allottee to ensure that the timely payment of the total consideration in respect of the said Premises. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge until all the amounts including the total consideration, taxes and other charges and amounts payable in respect of the said Premises and the Parking Slot (if applicable) as provided herein have remained unpaid and the Allottee has no objection in this regard.

- (v) The Allottee hereby indemnifies and shall keep indemnified the Promoter from and against all claims, costs, charges, expenses, damages and losses which the Promoter may suffer due to any action that may be initiated by the Bank/Financial institution on account of such loan or for recovery of loan on account of any breach by the Allottee of the terms and conditions governing the said loan and the Allottee undertakes to reimburse the same to the Promoter without any delay or

demur or default.

14. Representations and Warranties of the Promoter:

14.1 The Promoter hereby represents and warrants to the Allottee as follows, subject to what is stated in this Agreement and all its Schedules and Annexes: -

- (i) The Promoter has clear and marketable title with respect to the Land; as declared in the title report and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Project;*
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- (iii) There are no encumbrances upon the Land or the Project except those disclosed as part of the registration of the Project or in the Report on Title issued by the

advocate;

- (iv) There are no litigations pending before any Court of law with respect to the Land or the Project except those disclosed as part of the registration of the Project or in the Report on Title issued by the advocate;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project or Land, are valid and subsisting as on the execution of this Agreement and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, and common areas;
- (vi) 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 prejudicially be affected;



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- (vii) 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 Project, land and the Premises, which will, in any manner, adversely affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Premises to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities till the receipt of the Occupation Certificate and thereupon shall be proportionately borne by the members/flat purchasers;
- (x) No notice from the Government or any other local body or authority or any legislative enactment, government



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ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed as part of the registration of the Project or in The Report on Title issued by the Advocate.

15. For all or any of the purposes mentioned under this Agreement, the Promoter shall be entitled to keep and/ or store any construction materials, on any portion of the said Land, and/ or to have additional Electricity Supply and/ or additional Water Supply and for the purpose of construction, to do all such further acts, deeds, matters and things as may be necessary. In such an event or otherwise, the Allottee/s shall not take any objection or otherwise, on the ground of any nuisance, noise and/ or shall not claim any easement rights and/ or any other rights in the nature of easement or prospective or other rights of any nature whatsoever. The Allottee/s directly and/ or indirectly, shall not do any act, deed, matter or thing, whereby the Promoter may be prevented from putting any such additional and/ or new construction and/ or shall not raise objection and/ or obstruction.

hindrance or otherwise.

16. The Allottee, with intention to bring all persons into whosoever hands the said Premises and/or its rights, entitlements and obligations under this Agreement, may come, hereby covenants with the Promoter as follows: -

- (i) To maintain the said Premises at the Allottee's own cost in good and tenantable repair and condition from the date that possession of the said Premises is taken and shall not do or suffer to be done anything in or to the Project which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Premise and the said Project itself or any part thereof without the consent of the local authorities and the Promoter.
- (ii) Not to store in the said Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project in which the said Premises is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, lifts, common passages or



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any other structure of the building in which the said Premises is situated, including entrances of the Project in which the said Premises is situated and in case any damage is caused to the Project in which the said Premises is situated or the said Premises on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

- (iii) To carry out at his/her/their/its own cost all internal repairs to the said Premises and maintain the said Premises in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the Project in which the said Premises is situated or the said Premises which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and the Allottee(s) does hereby indemnify and keep indemnified the Promoter in this regard.



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- (iv) Pay to the Promoter within 15 days of demanded by the Promoter, his share of security deposit demanded by the concerned local authority or government for giving water, electricity, or any other service in connection to the Project or the Premise.
- (v) Not to demolish or cause to be demolished the said Premises or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project and shall keep the portions, sewers, drains and pipes in the said Premises and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Premises without the prior written permission of the Promoter and/or the Society.
- (vi) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or the Project or any part thereof or whereby any increased



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premium shall become payable in respect of the insurance.

- (vii) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Premises in the compound or any portion of the said Land and/or the Project.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee hereby irrevocably consents and authorize/s the Promoter to represent him/her/them it in all matters regarding property tax assessment and reassessment before the Concerned Authorities and all decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may, till the handover of the new constructed premises to the said Society, represent the Allottee and his/her/their its interest and give consents, NOC's and do all necessary things in all departments of the Office of the Collector, Mumbai, Gram Panchayat the Government of Maharashtra, MSEDCL etc on



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behalf of the Allottee and whatsoever acts done by the Promoter on behalf of the Allottee shall stand ratified and confirmed by the Allottee and the same shall be binding on the Allottee.

- (x) It is hereby clarified that the Promoter herein shall be deemed to be a Liaoning agency for applying to all Municipal, Office of Collector Mumbai, Gram Panchayat and other amenities and services such as water, electricity, drainage etc. and the Promoter undertakes to comply with all statutory and other requirements of the concerned legal body or authority for the purpose. However, the Promoter shall not be held responsible or liable for any delay or non-performance on the part of any such Municipal, Gram Panchayat and other body or authority or MSEDCL etc in providing such amenities, services or facilities to the Project on the said Land or to the Premises/Unit agreed to be sold hereunder.
- (xi) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up



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and only if the Allottee has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assignment or parting with interest etc. Post the handover of the possession of the said Apartment to the Allottee, the Allottee shall create third party rights in the form of sale, lease, leave and license etc. subject to the bye laws of the Society.

- (xii) The Allottee shall observe and perform all the rules and regulations which the Society may adopt, along with all the alterations or amendments thereof that may be made from time to time for protection and maintenance of the Project and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the said Premises in the Project and shall pay and contribute regularly and punctually towards the taxes,



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expenses or other out-goings in accordance with the terms of this Agreement.

- (xiii) The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof. Furthermore, for the purpose of making, laying down, maintaining, repairing, rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires, walls, structure or other conveniences belonging to or serving or used for the Project, the Promoter and their surveyors and agents with or without workmen and others, shall be permitted at reasonable times to enter into the said Premises or any part thereof and undertake the necessary works.
- (xiv) All undertakings, declarations, indemnity bond/ bonds, deeds and writing/s given/ executed and/or may be executed by the Promoter in favour of MCGM and the concerned bodies/ authorities in respect of the said Land and its development shall be binding upon the Allottee/s and the Society.



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- (xv) The Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/ or any other common facilities or the amenities to be provided in the said Land and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard.
- (xvi) The Allottee/s shall not make any objection, on the ground of nuisance, annoyance, and/ or claiming any rights, of easement, and/ or any rights in nature of an easement and/ or obstruction of light, air, ventilation, open space and/ or open area, and/ or on any other grounds, of any nature whatsoever and/ or shall not directly or indirectly do anything and/ or shall not ask for an injunction, and/ or prohibitory order and/ or calling the Municipal or any other authorities to issue stop work notice, and/ or withdraw and/ or suspend or cancel any orders passed and/ or approved plans so as to prevent the Promoter, or any of their nominees or transferees, from developing and/ or to carry out construction, on the said Land or the Project.

- (xvii) The Promoter/Owner shall provide access to the Allottee at all times prior to completion of the Project for inspection of the said Premises.
- (xviii) Not to affix any fixtures or grills on the exterior of the Project or any part thereof for the purposes of drying clothes or for any other purpose and not to have any laundry drying outside the said Premises. For fixing grills on the inside of the windows, the standard design for the same shall be obtained by the Allottee from the Promoter and the Allottee undertakes not to fix any grill having a design other than the standard design approved by the Promoter. If the Allottee has affixed fixtures or grills on the exterior of the said Premises for drying clothes or for any other purpose or if the Allottee has affixed a grill having a design other than the standard approved design, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter/ Society, as the case may be.
- (xix) Not to enclose any balcony/terrace or non-FSI or common area, which is not in accordance with the approved plans.
- (xx) Not to change the frames of the windows.



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- (xxi) Not to put up any construction/ fire hazard/ movable or immovable obstruction in the Common Area.
- (xxii) Not to install a window air-conditioner within or outside the said Premises. If the Allottee affixes a window air-conditioner or the outdoor condensing unit outside the said Premises, the Allottee shall be liable to pay such sum as may be determined by the Promoter/ the Society to the Promoter/ the Society, as the case may be.
- (xxiii) The Allottee shall not create any hardship, nuisance or annoyance to any other allottees in the Project.
- (xxiv) The Allottee hereby agrees to give a written intimation to the Promoter, before carrying out any changes/alteration/modification in the said Premises or part thereof. If the Allottee has carried out such changes/alteration/modification without the written intimation to the Promoter, then the Promoter will not be liable for any consequences or compensation on account of such changes/alterations/modifications.
- (xxv) The Allottee shall not do or suffer to be done anything on the said Land or the Project, which would be forbidden or



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prohibited by the rules of the concerned statutory authorities and/or the rules/policy formulated by the Promoter/Society in this regard. In the event the Allottee commits any acts or omissions in contravention to the above, the Allottee alone shall be responsible and liable for all the consequences thereof to the concerned authorities in addition to any action taken by the Promoter/Society in that behalf.

(xxvi) The Allottee shall undertake all the internal work/repair in the said Premises including the fit-out work in accordance with the guidelines prepared by the Promoter in that regard.

(xxvii) The Allottee shall comply with and adhere to all the rules and regulations and policies as set out in a manual prepared by the Promoter in relation to maintenance, upkeep, use and enjoyment of the Project including the said Land, the Project amenities and the said Premises and shall not have any objection/dispute in respect thereof.

(xxviii) Allottee shall submit drawings for the proposed internal fit out works to be carried in the Premises to the Promoter. The Allottee shall pay to the Promoter before the commencement of any renovation works an interest free deposit of INR [•] (hereinafter referred to as "**the Fit-out Deposit**") by way of



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deposit as security for the performance and observance by the Allottee and Allottee's contractor etc. of the terms and conditions set by the Promoter for implementing the fitting-out works. However, depending on the nature of work the amount of deposit can be increased by the Promoter. The Fit-out Deposit shall only be refunded to the Allottee upon completion of the Fit-out works subject to no damage being caused to any part of the of Premise or Project including Common Areas or the equipment's therein and to all building materials, debris being completely removed from the site and no other out goings are pending payable by the Allottee. After appropriate deductions for damage or non-performance of the above or any other out goings, if any, the Promoter shall refund the balance of the such Fit-out Deposit to the Allottee if the Promoter is satisfied that all works have been completed and that the Allottee's contractor and his workmen have left the site and there is no damage to the Premise or the Project. In the event of any shortfall of the amount of deposit being accounted after deducting the costs of making good damages caused etc. the Allottee shall be responsible for making good the shortfall within 14 days from date of the Promoter's written notice, failing which late payment interest @ 15% p.a. shall be chargeable from the due date till the payment is received by the Promoter.

(xxix) No animals, livestock or poultry of any kind other than traditional house pets shall be kept or maintained in any unit in



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the Premises/Project. Dogs and cats, or other traditional household pets may be kept in a unit, provided they are not kept, bred or maintained for commercial use or purposes.

(xxx) Shall not fix any sign or nameplate except the designated area.

17. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
18. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Premises or the Project or the said Land and/or any buildings/towers/wings as may be constructed thereon, or any part thereof. The Allottee shall have no claim save and except in respect of the said Premises hereby agreed to be sold to him/her/their/its and all open spaces, Parking Slot, lobbies, staircases, terraces, recreation spaces and all other areas and spaces and lands will remain the property of the Promoter as hereinbefore mentioned until the handing over to the Society.

19. **Promoter/Owner shall not mortgage or create a charge:**

After the Promoter/Owner executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such 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 said Premises.

20. **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, firstly, the Allottee signs and delivers this Agreement with all the Schedules and Annexes along with the payments due as stipulated in the payment plan at Clause 3 above, within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for and completes registration of the same before the concerned Office of the Sub-Registrar of Assurances as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days

from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee towards the Sale Consideration including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever, excluding however any amounts paid towards VAT, GST, service tax and/or any other dues to the government or any government authority and after deducting 10% of the Sale Consideration towards "Cancellation Charges" therefrom and which amount shall stand forfeited.

21. **Nominee:**

- (i) The transfer shall be allowed only subject to clearing all the sums that shall be due and payable to the Promoter. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such

- (ii) It is specifically made clear to the Allottee that as understood by the Promoter at present there are no instructions/directions of the Competent Authority to restrict any nomination/ transfer/ assignment of the Apartment. However, in the event of any imposition of such instructions/ directions at any time after the date of this Agreement to restrict nomination / transfer/ assignment of the Apartment by any Competent Authority or for the payment of stamp duty or any other charges through any order and by virtue of which Promoter need to comply with the same then in that case the Allottee shall abide by the same.
- (iii) The heirs and legal representatives of the Allottee shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

22. **Entire Agreement:**

This Agreement, along with its Schedules and Annexes, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, brochures, marketing material, any other agreements, booking form, letter of

acceptance, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Premises/flat/apartment/land/building, as the case may be.

23. **Right to Amend:**

This Agreement may only be amended through written consent of the Parties.

24. **Provisions of this Agreement applicable to Allottee/subsequent allottees:**

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

25. **Method of calculation of proportionate share:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project or the Project, as the case may be, the same shall be in proportion to the carpet area (as per RERA) of the said Premises to the total carpet area (as per RERA) of all the other premises/units/areas/spaces in

the Project, as the case may be.

26. **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.

27. **Waiver:**

No forbearance, indulgence or relaxation or inaction by either Party at any time to require performance of any of the provisions of these presents shall in any way affect, diminish or prejudice the rights of such Party to require performance of that provision and any waiver or acquiescence by such Party of any breach of any of the provisions of these presents by the other Party shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions or a waiver of any right under or arising out of these presents, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in these presents.

28. **Place of Execution:**

The execution of this Agreement shall be complete only upon its execution by the Promoter, and the Owner through its authorized signatory at the Promoter's office, or at some other place, which may be mutually agreed between the Promoter, the Owner and the Allottee, in Mumbai City. After the Agreement is duly executed by the Allottee, the Owner, and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Mumbai.

29. The Allottee, the Owner, and/or Promoter shall present this Agreement at the proper registration office for the registration of this Agreement within the time limit prescribed by the Registration Act, 1908 and the Promoter, and the Owner and the Allottee will attend such office and admit execution thereof.

30. **NOTICE:**

1. All letters, circulars, receipts and/or notices issued by the Promoter dispatched under Certificate of Posting to the address

known to them of the Allottee will be a sufficient proof of the receipt of the same by the Allottee and shall completely and effectually discharge the Promoter. For this purpose, the addresses are as under: -

Allottee

Address: _____

Promoter

Address: _____

2. A notice shall be deemed to have been served as follows:

A. if personally delivered, at the time of delivery;

B. if sent by courier, registered (Post) A.D. or by Fax, E-mail at the time of delivery thereof to the person receiving the same.

3. 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 in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case maybe.

4. In case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. **Joint Allottees:**

That in case there are joint Allottees than one, all communications shall be sent by the Promoter/ the Owner to the Allottee whose name appears first and at the address given by him/her/them/it which shall for all intents and purposes to consider as properly served on all the Allottees.

32. **Stamp Duty and Registration Charges:**

The charges towards stamp duty fees and registration of this Agreement shall be borne by the Allottee or as mutually decided.

33. **Dispute Resolution:**

Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled amicably. In case of failure to settle such dispute amicably, such dispute or difference shall be referred to the Authority as per the provisions of the RERA and the Rules and Regulations, thereunder.

34. **Governing Law:**

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force, and the Courts of Law in Mumbai will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

35. **Construction of this Agreement:**

- (i) Any reference to any statute or statutory provision shall include: -
 - (a) all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
 - (b) any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory

provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced;

- (ii) Any reference to the singular shall include the plural and vice-versa;
- (iii) Any references to the masculine, the feminine and/or the neuter shall include each other;
- (iv) The Schedules and Annexes form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it;
- (v) References to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;
- (vi) Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;
- (vii) References to a person (or to a word importing a person) shall be construed so as to include:



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- (a) An individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality/separate legal entity); and
 - (b) That person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement.
36. If any provision of this Agreement shall be determined to be void or unenforceable under the RERA or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE
EXECUTED THIS AGREEMENT ON THE DAY AND YEAR FIRST
HEREINABOVE WRITTEN.**

FIRST SCHEDULE

ALL THAT pieces or parcels of freehold land admeasuring 857 sq. mtrs.



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bearing CTS Nos.G94, G95 and G96 of Village Bandra G Ward, Taluka Andheri (earlier known as Village Danda, Taluka South Salsettee) corresponding to Survey No.353 of Plot No.1 within the registration district of Mumbai Suburban together with the building known as "Nav Chetna" consisting of Ground + Three upper floors along with an Outhouse constructed thereon situated, being and lying at Final Plot No.34/C of Santacruz Town Planning Scheme II, Juhu Road, Santacruz (W), Mumbai - 400 054 and being assessed by the Municipal Corporation of Greater Mumbai under 'H/West' Ward No.3306 (2) 12A and bounded as follows :

On or towards the North :	By Juhu Road
On or towards the South :	By Final Plot No.38
On or towards the East :	By Final Plot No.34A and 34B
On or towards the West :	By Final Plot No.34D

SECOND SCHEDULE

ALL THAT proposed residential/ commercial premises admeasuring at or about ____ sq.mtrs of RERA carpet area, bearing Flat No./ Office No./ Shop



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No. _____ situated on the _____ floor together with the _____ Stilt/Open Car parking bearing Car parking no. _____ on the stilt level of the new Building called " _____ " being constructed on the plot of land described in the First Schedule above.

THIRD SCHEDULE

(Internal Apartment Amenities)

SIGNED SEALED AND DELIVERED)

by the within named "THE PROMOTER")

FORISHNA DEVELOPERS LLP,)

through its Partner)

MR. MANISH THAKKAR)

In the presence of ...)

1. _____)

2. _____)

SIGNED SEALED AND DELIVERED)

By the within named "PURCHASER(s)")

_____)

_____)

in the presence of " ")

1. _____)

2. _____)

RECIEPT

RECEIVED with thanks of and from **Mr./Mrs./M/s**
_____, the Allottee/s herein, the sum of
Rs. _____/- (Rupees _____ Only) by Cheque No.
_____ dated _____ drawn on _____ bank
being the part payment towards the Purchase Consideration of
Rs. _____/- (Rupees _____ Only) pursuant to
clause ____ of this Agreement.

Rs. _____

I SAY RECEIVED

For FORISHNA DEVELOPERS LLP,

Promoter

WITNESSES:

1.

2.

Annexures:

Annexure "A"	Copy of IOD
Annexure "B"	Copy of CC
Annexure "C"	Copy of Title certificate
Annexure "D"	Copy of Property card/7/12
Annexure "E"	Copy of plan of Apartment
Annexure "F"	common areas and facilities