

Date: _____

To,

Sub: Allotment of a Flat/Shop in proposed building project known as "Pepi Residency" at Plot No. B-28, Sector No.-16, Village-Ulwe, Navi Mumbai, Tal.-Panvel, Dist.-Raigad.

Sir/Madam,

- 1) We are seized and possessed of or otherwise well and sufficiently entitled to the leasehold rights in respect of the above plot of land bearing number B-28, situated at Sector No.-16, Village-Ulwe, Navi Mumbai, Tal.-Panvel, Dist.-Raigad. We hereby assure you that the title to the above mentioned plot of land and of the Buildings being constructed thereon by us is marketable and free from all encumbrances, claims and demands except one Regular Civil Suit No.-295/2013 pending before the Hon'ble Civil Judge, Senior Division, Panvel and we are entitled to deal with and dispose off the premises comprised therein on Ownership Basis. The layout of the building and the scheme of development thereof have been heretofore seen and approved by you.
- 2) We have obtained the development permission vide Commencement Certificate bearing reference No.-CIDCO/BP-9123/ATPO/2012/1391, dated 28/12/2012 or development and construction of the building on the said plot of land from CIDCO Ltd.
- 3) We intend to develop and construct our Real Estate project to be known as 'PEPI RESIDENCY' having Ground plus 7 (Seven) Upper Floor on the project land in accordance with the plans, designs and specifications approved by the concerned local authority.

- 4) Our Real Estate Project namely 'PEPI RESIDENCY' is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____.
- 5) As per your specific request vide your booking form dated _____, we hereby agree for allotment of a **Flat/Shop to you in the proposed building Project known as "PEPI RESIDENCY" bearing Flat/Shop No. _____ admeasuring _____ Sq. Mts. carpet area on the _____ Floor** as shown in the floor plan thereof hereto annexed and marked as "Annexure-A" situated at **Plot No. B-28, Sector No.-16, Village-Ulwe, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, for a lump sum price of Rs. _____ (Rupees _____ Only)** being and inclusive the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises exclusive of Goods and Service Tax (GST), taxes, Cess, legal charges, registration charges, stamp duty and cost of formation of the Society, cost of covered car parking, CIDCO transfer charges as may be levied by CIDCO/Local Authority etc.
- 6) **You have paid to us a sum of Rs. _____ (Rupees _____ Only) [Not exceeding 10% (Ten Percent) of the total consideration] as advance payment or application fee and you shall pay to us the balance amount of Rs. _____ (Rupees _____ Only) in the following manner.**
- a) amount of Rs. _____ (Rupees _____ Only) [(not exceeding 30% (Thirty Percent) of the total consideration] to be paid to us after the execution of Agreement.

- b) amount of Rs. _____ (Rupees _____
_____ Only) [not exceeding 45% (Forty Five
Percent) of the total consideration) to be paid to us on completion
of the Plinth of the building.
- c) amount of Rs. _____ (Rupees _____
_____ Only) [not exceeding 70% (Seventy
Percent) of the total consideration) to be paid to us on completion
of the slabs including podiums and stilts of the building.
- d) amount of Rs. _____ (Rupees _____
_____ Only) [not exceeding 75%
(Seventy Five Percent) of the total consideration] to be paid to us
on completion of the wall, internal plaster, of the said Flat/Shop.
- e) amount of Rs. _____ (Rupees _____
_____ Only) [not exceeding 80%
(Eighty Percent) of the total consideration] to be paid to us on
completion of the staircases, lift wells, lobbies upto the floor level of
the said Flat/Shop.
- f) amount of Rs. _____ (Rupees _____
_____ Only) [not exceeding 85% (Eighty
Five Percent) of the total consideration] to be paid to us on
completion of the external plumbing and external plaster, elevation,
terraces with waterproofing, of the building or wing in which the
said Flat/Shop is located.
- g) amount of Rs. _____ (Rupees _____
_____ Only) [not exceeding 95%
(Ninety Five Percent) of the total consideration] to be paid to us on
completion of the lifts, water pumps, electrical fittings, electro,
mechanical and environment requirements, entrance lobby/s, paving
of areas appertain and all other requirements as may be prescribed
in the Agreement of sale of the building or wing in which the said
Flat/Shop is located.

- h) balance Amount of Rs. _____ (Rupees _____
_____ Only) against and at the
time of handing over of the possession of the Flat/Shop to you on or
after receipt of occupancy certificate or Completion Certificate.

Time for payment of the aforesaid installments and all the amounts due and payable under these presents by you to us is of essence of the contract. All payments against this allotment shall be made by you by way of a account payee Cheque/Demand Draft drawn in favour of "M/S. PEPI REALTY", if payment as stipulated herein above is not made then this allotment letter shall stand cancelled and the application fee/earnest money deposit shall remain forfeited.

- 7) You should submit the copies of P.A.N., Residence Proof along with the payments stipulated hereinabove.
- 8) The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same. This letter does not give you any right in respect of the said Flat/Shop and is restricted only to an acknowledgement of your advance money or application fee for your proposal to purchase the said premises. The allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.
- 9) You shall, at your own costs and expenses, comply with all matters such as payment of stamp duty on the agreement(s), Deed(s) comprising the said transaction of sale/purchase of the said premises and register the same with the Registering Authorities concerned as required by provisions of law in that behalf for the time being in force.
- 10) You have expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/ new property/Municipal Tax, Goods & Service Tax (GST), Development charges, Education

Cess and/or any other levies, taxes, Cess, surcharge, dues, duties, including 1% (One Percent) TDS etc. which may be called or demanded under name or terminology or may become payable due to any change/amendment in the existing laws, policies, rules or due to implementation/enactment of any new laws/rules by the local bodies, State Government, Central Government or by any other competent authorities. You shall pay such amount in additions to any amount mentioned under the agreement for sale/letter or otherwise.

- 11) You are aware of your obligation to pay the further and other dues over and above the agreed consideration such as share money, expenses for maintenance charges, maintenance deposit, legal costs etc. and any additional amounts or deposits as determined by us as provided in Performa Agreement.
- 12) That Construction of the said Building is estimated to be completed on or before 31/12/2020, subject to delay for reasons beyond our control or force majeure.
- 13) All notices/communications to be sent/served on you as contemplated in this letter shall deem to have been duly served if sent to you through electronic transmission, facsimile transmission or registered A.D. to your address given hereinabove. In case of any change in the address, you will intimate us accordingly otherwise all letters and correspondences shall be sent/ communicated at the above address.
- 14) You have heretofore independently examined all aspects of our entitlement to the building and the scheme of development thereof and terms of allotment on Ownership Basis and in which behalf the documents/plans/sanctions/terms are perused and approved by you. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement/Deed to Sell/Purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.

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- 15) We hereby confirm that we have not agreed to sale the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.
- 16) This allotment shall be subject to Panvel jurisdiction only.
- 17) Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof.

Thanking you.

Yours faithfully,

For M/s. PEPI REALTY

I/We confirm the above

(Proprietor)

(Allotee/s)

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AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** is made and entered into at Panvel on this ____ day of _____, 2019 between **M/S. PEPI REALTY**, a proprietary concern, **through its Proprietor SHRI MADAN KUNDANMAL JAIN**, having his office at Shop No.-3, Kohinoor Plaza, Sector No.-15, Nerul, Navi Mumbai-400706, hereinafter referred to as **"THE PROMOTER"** (which expression shall unless it be repugnant to the

context or meaning thereof be deemed to mean and include his heirs, executors, administrators and assigns) OF THE ONE PART **and SHRI/SMT./MISS./M/S.** _____, **having address at** _____

hereinafter referred to as "**THE ALLOTTEE(S)**" (which expression shall unless contrary to the context or meaning thereof mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm the partners constituting the firm for the time being and the survivors or survivor of them and their respective heirs and legal representatives and in the case of a corporate body, its successors and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART.

WHEREAS CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, is a company incorporated under the Companies Act, 1956th (I of 1956) (hereinafter referred to as "THE CORPORATION") and having its registered office at Nirmal, 2nd Floor, Nariman Point, Mumbai-400 021. The Corporation has been declared as a New Town Development Authority under the provision of Sub Section (3A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra Act No.-XXXVII of 1966) (hereinafter referred to as "THE SAID ACT") for the New Town of Navi Mumbai by the Government of Maharashtra in the exercise of its powers for the area designated as site for a New Town under Sub-Section (1) of Section 113 of the said Act;

And whereas the state Government has acquired land within the delineated area of Navi Mumbai and vested the same in the Corporation by an Order duly made in that behalf as per the provisions of Section 113 of the said Act;

And whereas by virtue of being the Development Authority the Corporation has been empowered under Section 118 of the said Act to dispose off any land acquired by it or vested into it in accordance with the proposal approved by the State Government under the said Act;

And whereas (1) SHRI PRAKASH PADMAKAR DAMADE (2) SMT. KAMALABAI PADMAKAR DAMADE & (3) BAMU PADMAKAR DAMDE alias SMT. CHHAYA ANKUSH BHOIR, hereinafter jointly and collectively referred to as "THE ORIGINAL LICENSEES" and therein jointly and collectively referred to as "THE LICENSEES", had been allotted a Plot of Land by the said Corporation bearing Plot number B-28 admeasuring about 499.97 Sq. Mts., under erstwhile 12.5% Gaothan Expansion Scheme of CIDCO LTD., in Sector No.-16, Village-Ulwe, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, and more particularly described in the "**First Schedule**" hereunder written (hereinafter referred to as "THE SAID PROPERTY") on the terms and conditions including the conditions of lease of the said Property as set out therein;

And whereas the Original Licensees paid to the Corporation a sum of ₹8,500/- (Rupees Eight Thousand Five Hundred Only) as and by way of full and final payment of Lease Premium and entered into an **Agreement to Lease dated 02/02/2011** and after construction of building(s) on the said Plot of land, Corporation shall execute the Lease Deed in favour of the Licensee granting the lease of the said Plot to the Licensees for a period of 60 (Sixty) years from the date of Agreement to Lease. The said Agreement to Lease is duly registered before the Sub Registrar of Assurances at Panvel-3 under its Receipt No.-1272, Doc. No.-PVL3-01253-2011 on 03/02/2011;

And whereas by virtue of a **Tripartite Agreement dated 17/02/2011** entered into between the Corporation, of the One Part and the said Original Licensees of the Second Part and M/S. PEPI REALTY, a proprietary concern through its Proprietor SHRI MADAN KUNDANMAL JAIN, the Promoter herein, therein referred to as "THE NEW LICENSEE" of the Third Part, the Corporation has agreed to grant to the New Licensee a lease of the aforesaid Plot on the terms and conditions specified therein, and whereas the terms and conditions of the said Agreement was complied with by the New Licensee, the said Plot was leased and assigned in favour of the New Licensee i.e. M/S. PEPI REALTY and CIDCO vide its letter bearing reference number CIDCO / Vasahat / 12.5% Scheme / Ulwe / 101, dated 22/02/2011, transferred the said Plot in favour of the New Licensees M/S. PEPI REALTY the Promoter herein, instead and in place of the said Original Licensees. The said Tripartite Agreement is duly registered before the Sub

Registrar of Assurances at Panvel-3 under its Receipt No.-1843, Doc. No.-PVL3-01817-2011 on 17/02/2011;

And whereas by virtue of the aforesaid Agreement to Lease and Tripartite Agreement, the Promoter is absolutely seized and possessed of and well and sufficiently entitled to the said plot of land;

And whereas the aforesaid Agreement to Lease is with the benefit and right to construct any new building(s) permitted by the concerned local authority.

And whereas the Promoter is entitled and enjoined upon to construct the residential cum commercial buildings on the project land in accordance with the recitals hereinabove as per the plans sanctioned and the development permission granted by the Corporation vide **Commencement Certificate bearing number CIDCO/BP-9123/ATPO/2012/1391, dated 28/12/2012** including such additions, modifications, revisions, alterations therein, if any, from time to time as may be approved by the Planning Authorities. Copy of the commencement certificate is annexed herewith as **"Annexure-A"**.

And whereas the Promoter has proposed to construct on the project land a building project known as "PEPI RESIDENCY" consisting of Ground plus 7 (Seven) upper floors for residential cum commercial use on OWNERSHIP BASIS to the prospective buyers.

And whereas the Allottee(s) is/are offered a Flat/Shop bearing number _____ on the _____ Floor, (hereinafter referred to as the said "Flat/Shop") of the Building project called "PEPI RESIDENCY" (hereinafter referred to as the said "Building") being constructed of the said project, by the Promoter.

And whereas 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 Architects.

And whereas the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the

Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building(s).

And whereas by virtue of the aforesaid Agreements, the Promoter has sole and exclusive right to sell the Flats, Shops and Other Units in the proposed building(s) to be constructed by the promoter on the project land and to enter into Agreement(s) with the Allottee(s) of the said Flats, Shops and Other Units therein and to receive the sale price in respect thereof.

And whereas on demand from the allottee(s), the Promoter has given inspection to the Allottee(s) of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects AMIT N. PATIL, Architect and of 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 there under.

And whereas the authenticated copy of Certificate of Title issued by the Advocate of the Promoter, showing the nature of the title of the Promoter to the project land on which the Flats/Shops are to be constructed have been annexed hereto and marked as "**Annexure-B**".

And whereas the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as "**Annexure-C**".

And whereas the authenticated copies of the plans and specifications of the Flat/Shop agreed to be purchased by the Allottee(s), as sanctioned and approved by the local authority have been annexed and marked as "**Annexure-D**".

And whereas the Promoter has got the approvals from the concerned local authority(s) to the plans, the specifications, elevations, sections and of the said building(s) so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building.

And whereas while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations

and restrictions which are to be observed and performed by the Promoter while developing the project land 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.

And whereas the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

And whereas the Allottee(s) have applied to the Promoter for allotment of a Flat/Shop bearing number _____ on the _____ Floor of the said building project known as "PEPI RESIDENCY" being constructed of the said Project.

And whereas the carpet area of the said Flat/Shop is _____ Sq. Mts. and "Carpet Area" means the net usable floor area of Flat/Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony area of _____ Sq. Mts. appurtenant to the said Flat/Shop for exclusive use of the Allottee(s) or verandah area and exclusive open terrace area of _____ Sq. Mts. appurtenant to the said Flat/Shop for exclusive use of the Allottee(s), but includes the area covered by the internal partition walls of the Flat/Shop.

And whereas 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 hereafter.

And whereas prior to the execution of these presents, the Allottee(s) has/have paid to the Promoter a sum of ₹ _____ (**Rupees** _____ **Only**), being part payment of the sale consideration of the Flat/Shop agreed to be sold by the Promoter to the Allottee(s) as advance payment or application

fee (the payment and receipt whereof the Promoter doth hereby admits and acknowledges) and the Allottee(s) have agree(s) to pay to the

Promoter the balance of the sale consideration in the manner hereinafter appearing.

And whereas the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at Mumbai No. _____; the authenticated copy of the certificate is annexed herewith as "**Annexure-E**".

And whereas under Section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Flat/Shop with the Allottee(s), being in fact these presents and also to register said Agreement under the Registration Act, 1908.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agree(s) to purchase the said Flat/Shop.

Now therefore this agreement witnesseth and it is hereby agreed by and between the parties hereto as follows:

- 1) The Promoter shall construct the said **building project to be known as "PEPI RESIDENCY" consisting of Ground plus 7 (Seven) upper floors on the project land in accordance with** the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Allottee(s) with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/Government to be made in any of the Premises, provided that the Promoter shall have to obtain prior consent in writing of the Allottee(s) in respect of such variations or modifications which may adversely affect the Flat/Shop of the Allottee(s) except any alteration or addition required by any Government authorities or due to change in law.
- a) (i) The Allottee(s) hereby agree(s) to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee(s) the said

Flat/Shop bearing No._____ admeasuring _____ Sq. Mts. carpet area on the _____ Floor of the said building project known as “PEPI RESIDENCY” hereinafter referred to as “THE SAID FLAT/SHOP” and more particularly described in the “Second Schedule” hereunder written and as shown on the floor plan thereof hereto annexed and marked as “Annexure-D” for a lump sum price of ₹_____ (Rupees _____ Only)

being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule written hereunder.

- (ii) The Allottee(s) hereby agree(s) to purchase from the promoter and the promoter hereby agrees to sell to the Allottee(s) covered car parking space situated at stilt area being constructed in the layout for the consideration of ₹_____ (Rupees _____ Only).
- b) The total aggregate consideration amount for the **Flat** including covered parking spaces is thus ₹_____ (Rupees _____ Only).
- c) The Allottee(s) have paid on or before execution of this agreement a sum of ₹_____ (Rupees _____ Only) as advance payment or application fee and hereby agree(s) to pay to the Promoter the balance amount of ₹_____ (Rupees _____ Only) in the following manner:-

Sr. No.	Particulars	Percent	Amount
1.	EMD at the time of booking	10%	₹_____
2.	Upon execution of Agreement	20%	₹_____
3.	Completion of Plinth	15%	₹_____
4.	On completion of 1 st Slab	4%	₹_____

5.	On completion of 2 nd Slab	3%	₹ _____
6.	On completion of 3 rd Slab	3%	₹ _____
7.	On completion of 4 th Slab	3%	₹ _____
8.	On completion of 5 th Slab	3%	₹ _____
9.	On completion of 6 th Slab	3%	₹ _____
10.	On completion of 7 th Slab	3%	
11.	On completion of 8 th Slab	3%	
12.	On completion of Walls, Internal Plaster, floorings, doors & windows	5%	₹ _____
13.	On completion of Sanitary fittings, staircases, lift wells, lobbies	5%	₹ _____
14.	On completion of External plumbing, external plaster, elevation, terraces	5%	₹ _____
15.	On completion of lifts, water pumps, electrical fittings, paving, etc.	10%	₹ _____
16.	On Possession upon receipt of Occupancy Certificate	5%	₹ _____
	Total	100%	₹ _____

- d) The Total Purchase Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (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 Flat/Shop. The Purchaser shall pay the said taxes as and when levied and demanded by the Promoter.
- e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority 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(s) for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/ regulation published/issued in that behalf to that effect along with the demand letter being

issued to the Allottee(s), which shall only be applicable on subsequent payments.

- f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee(s) by discounting such early payments @6% (Six Percent) per annum for the period by which the respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
 - g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Building is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3 (Three) percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee(s) within 45 (Forty Five) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand additional amount from the Allottee(s) as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(f) of this Agreement.
 - h) The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in his sole discretion deem fit and the Allottee(s) undertake not to object/demand/direct the Promoter to adjust his/her/their payments in any manner.
- 2) 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 concerned local authority at the

time of sanctioning the said plans or thereafter and shall before handing over possession of the Flat/Shop to the Allottee(s), obtain from the concerned local authority Occupation and/or Completion Certificates in respect of the said Flat/Shop.

- a) Time is essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above ("Payment Plan").
- 3) The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 749.817 Sq. Mts. only. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and Allottee(s) has/have agreed to purchase the said Flat/Shop based on the proposed construction and sale of Flat/Shop to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoter only.
- 4) If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat/Shop to the Allottee(s) the Promoter agrees to pay to the Allottee(s) who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee(s) for every month of delay, till the handing over of the possession.
- a) The Allottee(s) agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee(s) to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

- b) Without prejudice to the right of promoter to charge interest in terms of sub clause 4 (a) above, on the Allottee(s) committing default in payment on due date of any amount due and payable by the Allottee(s) to the Promoter under this Agreement (including his/her/them proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee(s) committing 3 (Three) defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee(s) by Registered Post AD at the address provided by the Allottee(s) and mail at the e-mail address provided by the Allottee(s) of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee(s) fail(s) to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee(s) after deducting 10% (Ten Percent) of the total Agreement value of the Premises as liquidated damages within a period of 30 (Thirty) days of the termination, the instalments of sale consideration of the Flat/Shop which may till then have been paid by the Allottee(s) to the Promoter.

- 5) The fixture and fittings with regards to flooring and sanitary fittings and amenities to be provided by the Promoter in the Flat/Shop and the said building are those that are set out in the **"Third Schedule"** mentioned hereunder.
- 6) **The Promoter shall give possession of the Flat to the Allottee(s) on or before 31/12/2020.** If the Promoter fails or neglect to give possession of the Flat/Shop to the Allottee(s) on account of reasons beyond their control and of their agents by the aforesaid date then the Promoter shall be liable on demand to

refund to the Allottee(s) the amounts already received by him in respect of the Flat/Shop with interest at the same rate as may mentioned in the clause 4 (a) herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat/Shop on the aforesaid date, if the completion of building in which the Flat/Shop is to be situated is delayed on account of

- (i) War, civil commotion or act of God;
- (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

- 7) The Promoter, upon obtaining the Occupancy Certificate from the competent authority and the payment made by the Allottee(s) as per the agreement shall offer in writing the possession of the Flat/Shop to the Allottee(s) in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice and the Promoter shall give possession of the Flat/Shop to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter or association of Allottee(s) as the case may be. The Promoter on his behalf shall offer the possession to the Allottee(s) in writing within 7 (Seven) days of receiving the Occupancy Certificate of the Project.
- a) The Allottee(s) shall take possession of the Flat/Shop within 15 (Fifteen) days of the written notice from the Promoter to the Allottee(s) intimating that the said Flat/Shop are ready for use and occupancy:
 - b) Upon receiving a written intimation from the Promoter as per clause 7, the Allottee(s) shall take possession of the Flat/Shop 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 Flat/Shop to the Allottee(s). In case the Allottee(s) fail to take possession within the time provided in clause 7 such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

- 8) The Allottee(s) shall use the Flat/Shop or any part thereof or permit the same to be used only for purpose of residence and shop for carrying on any business. He shall use the parking space only for purpose of keeping or parking his own vehicle.
- 9) The Allottee(s) along with other Allottee(s) of Flat/Shops in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee(s), so as to enable the Promoter to register the common organisation of Allottee(s). No objection shall be taken by the Allottee(s) if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
 - a) The Promoter shall, within 3 (Three) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Promoter in the said structure of the Building or wing in which the said Flat/Shop is situated.
 - b) The Promoter shall, within 3 (Three) months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to

the Society, company all the right, title and the interest of the Promoter in the project land on which the buildings are constructed.

- c) Within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee(s) that the Flat/Shop is ready for use and occupancy, the Allottee(s) shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat/Shop) of outgoings in respect of the project land and Building(s) namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building(s). Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee(s) shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee(s) further agree that till the Allottee's share is so determined the Allottee(s) shall pay to the Promoter provisional monthly contribution of ₹_____ (Rupees _____ Only) per month towards the outgoings. The amounts so paid by the Allottee(s) to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.

- 10) The Allottee(s) shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:

- a) ₹_____ (Rupees _____ Only)

for share money, application entrance fee of the Society or Limited Company.

- b) ₹_____ (Rupees _____

Only) for formation and registration of the Society or Limited Company.
- c) ₹_____ (Rupees _____
_____ Only)
for deposit towards provisional monthly contribution towards
outgoings of Society or Limited Company.
- 11) The Allottee(s) shall pay to the Promoter a sum of ₹_____ (Rupees _____
_____ Only) for meeting all legal costs, charges and expenses, including professional costs of the Advocates of the Promoter in connection with formation of the said Society, or Limited Company and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
- 12) At the time of registration of Conveyance or Lease of the structure of the building or wing of the building, the Allottee(s) shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building/wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee(s) shall pay to the Promoter, the Allottee's share of stamp duty and registration charges payable, by the said Society or Limited company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Society or limited company.
- 13) The Promoter hereby represents and warrants to the Allottee(s) as follows:
- a) That there is a Regular Civil Suit No.-295/2013 is pending before the Hon'ble Court of Civil Judge, Senior Division, Panvel and the title of

the project land is subject to outcome of the said suit. The Promoter hereby declare that except the said Civil Suit, He has clear and marketable title with respect to the project land; and have the requisite rights to carry out development upon the project land and also have actual, physical and legal possession of the project land for the implementation of the Project;

- b) 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;
- c) There are no encumbrances upon the project land or the Project;
- d) There are no litigations pending before any Court of law with respect to the project land or Project save and except aforesaid Regular Civil Suit No.-295/2013 pending before the Hon'ble Court of Civil Judge, Senior Division, Panvel;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting 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 and said building/wing 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, Building/wing and common areas;
- f) The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- g) 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 project land, including the Project and the said Flat/Shop which will, in any manner, affect the rights of Allottee(s) under this Agreement;

- h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Shop to the Allottee(s) in the manner contemplated in this Agreement;
 - i) At the time of execution of the Conveyance Deed of the structure to the association of Allottee(s) the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottee(s);
 - j) 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 said project to the competent Authorities;
 - k) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the project land and/or the Project.
- 14) The Allottee(s) for himself/herself/themselves with intention to bind himself/herself/themselves and all persons into whomsoever hand the said Flat/Shop may come, doth hereby covenant with the Promoter as follows:-
- a) To maintain the Flat/shop at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Flat/shop is taken and shall not do or suffer to be done anything in or to the building in which the Flat/shop is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Flat/shop is situated and

the Flat/shop itself or any part thereof without the consent of the local authorities, if required.

- b) Not to store in the Flat/shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Flat/shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Flat/shop is situated, including entrances of the building in which the Flat/shop is situated and in case any damage is caused to the building in which the Flat/shop is situated or the Flat/shop on account of negligence or default of the Allottee(s) in this behalf, the Allottee(s) shall be liable for the consequences of the breach.
- c) To carry out at his own cost all internal repairs to the said Flat/shop and maintain the Flat/shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Flat/shop is situated or the Flat/shop 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(s) committing any act in contravention of the above provision, the Allottee(s) shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Flat/shop 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 Flat/shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat/shop is situated and shall keep the portion, sewers, drains and pipes in the Flat/shop and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Flat/shop is situated and shall not chisel or

in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat/shop without the prior written permission of the Promoter and/or the Society or the Limited Company.

- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Flat/shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/shop in the compound or any portion of the project land and the building in which the Flat/shop is situated.
- g) Pay to the Promoter within 15 (Fifteen) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Flat/shop is situated.
- h) 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 Flat/shop by the Allottee(s) for any purposes other than for purpose for which it is sold.
- i) The Allottee(s) shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat/shop until all the dues payable by the Allottee(s) to the Promoter under this Agreement are fully paid up.
- j) The Allottee(s) shall observe and perform all the rules and regulations which the Society or the Limited Company may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Flat/shops therein and for the

observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s) shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupancy and use of the Flat/shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- k) Till a conveyance of the structure of the building in which Flat/shop is situated is executed in favour of Society/Limited Society, the Allottee(s) shall permit the Promoter and his surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- l) Not to change the position of the sliding windows provided by the Promoter in the Flat/Shop by the Flat/Shop Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat/Shop.
- m) Not to do or permit to be done any act or things which may render void or violable any insurance of the said property and the said building or any part thereof or whereby any increased premium become payable in respect of such insurances.
- 15) The Promoter shall maintain separate account in respect of the sums received by the Promoter from the Allottee(s) as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or limited company or any other legal body to be formed or towards the outgoings, legal charges and shall utilise the amounts only for the purpose for which they have been received.
- 16) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise and/or assignment in law of the said Flat/Shop or the said building or any part thereof. The Allottee shall have no claim save and except in respect of the said Flat/Shop

hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreational spaces will remain the property of the Promoter until the said structure of the building is transferred to the society/limited company or other legal body as hereinbefore mentioned.

- 17) The Promoter shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s).
- 18) Any delay or indulgence by the Promoter in enforcing the terms of this Agreement or forbearance on his part or giving extensions of time by the Promoter to the Allottee(s) for payment of purchase price in installments or otherwise shall not be construed as a waiver on the part of the Promoter of any breach of this Agreement by the Allottee(s) nor shall the same in any manner prejudice the rights of the Promoter.
- 19) The Promoter shall not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Corporation/Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections necessary for using/occupying the said premises.
- 21) The Allottee(s) shall have no claim save and except in respect of the particular Premises hereby agreed to be acquired i.e. to any open spaces etc. which will remain the property of the Promoter until the whole property is transferred to the proposed co-operative society or a limited company or any other legal body as the case may be subject however to such conditions and covenants as the Promoter may impose.
- 23) It is agreed that if one or more of such Flat/Shop are not taken/ purchased or occupied by any person other than the Promoter at the time the Building is ready for part occupation(s), the Promoter will be deemed to be the Owner thereof until such Flats/Shops are agreed to be sold by the Promoter. The Allottee(s) shall from date

of possession maintain the said Flats/Shops at his/her/their own cost in a good and tenantable condition and shall not do or suffer to be done anything to the said building or the said Flats/Shops, staircase and common passages which may be against the rules or bye-laws of the Corporation or of the Promoter or the co-operative society or limited company or such other legal body as the case may be. No structural/ architectural alteration/modification or changes shall be carried out by the Allottee(s) to the Flat/Shop. The Allottee(s) shall be responsible for breach of any rules and regulations as aforesaid.

- 24) It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat/Shop will be in exclusive possession of the said Allottee(s) of the said Flat/Shop and other Allottee(s) will not in any manner object to the Promoter selling the Flat/Shop with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.
- 25) This Agreement shall always be subject to the terms and conditions of the Tripartite Agreement and of the Agreement to Lease and also the lease to be granted by the Corporation and the rules and regulations, if any made by the Corporation and/or the Government of Maharashtra and/or any other authority.
- 26) The Allottee(s) hereby agree(s) to pay to the Promoter the Stamp Duty and Registration Charges pertaining to this Agreement and also to bear and pay his/her/their proportionate contribution towards the stamp duty and registration charges that may have to be paid in respect of the Lease Deed/ Deed of Assignment to be executed by the Corporation in favour of the co-operative society or limited company or any other legal body as may be formed by the Allottee(s) of the premises in the said Building.
- 27) The Allottee(s) hereby covenant(s) to keep the premises, walls, sewerage or drainage pipes and appurtenances thereon in good condition and in particular so as to support shelter and protect the parts of the building other than his/her/their own premises.

- 28) The Promoter shall not be bound to carry out any extra additional work for the Allottee(s) without there being a written acceptance by the Promoter to carry out the said additional extra work for the Allottee(s) which again shall be at the sole discretion of the Promoter. If the Promoter has agreed to do any additional extra work for the Allottee(s), the Allottee(s) shall deposit the amount within 7 (Seven) days from the date when the Promoter informs the Allottee(s) the estimated cost for carrying out the said additional extra work. If the Allottee(s) fail(s) to deposit the estimated cost for carrying out the said additional extra work of the Allottee(s) agreed to be carried out by the Promoter, then the Promoter shall not be liable to carry out the additional/extra work in the premises of the Allottee(s).
- 29) a) Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoter herein has decided to have the name of the project "PEPI RESIDENCY" and building will be denoted by letters or name "PEPI RESIDENCY" building numbers in numerical as per sanction plan or as decided by the promoter herein on a building and at the entrances of the scheme. The allottees(s) in the said project/building(s) or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances. This condition is essential condition of this agreement.
- b) If within a period of 5 (Five) years from the date of handing over the Flat to the Allottee(s), the Allottee(s) brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said flat of phase/wing and in specific the structure of the said unit/wing/phase of

the said building which shall include but not limit to columns, beams etc or in fittings therein, in particular it is hereby agreed that the allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect(s) caused on account of wilful neglect on the part of the promoter, and shall not mean defect(s) caused by normal wear and tear and by negligent use of flat by the occupants, vagaries of nature etc. That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing. And if the annual maintenance contracts are not done/renewed by the allottee(s) the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipment's, fixtures sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20⁰c and which do not amount to structure defects and hence cannot be attributed to either bad workmanships or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

- 29) After the Promoter execute this Agreement for sale, they shall not mortgage or create a charge on the Flat/Shop 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(s) who has\have taken or agreed to take such Flat/Shop.
- 30) Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar 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(s) 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(s) for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.
- 31) This Agreement, along with its schedules and annexure, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Flat/shop/building, as the case may be.
- 32) This Agreement may only be amended through written consent of the Parties.
- 33) 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 Allottee(s) of the Flat/Shop, in case of a transfer, as the said obligations go along with the Flat/Shop for all intents and purposes.

- 34) If any provision of this Agreement shall be determined to be void or unenforceable under the Act 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 Act 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.
- 35) Wherever in this Agreement it is stipulated that the Allottee(s) has/have to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Flat/Shop to the total carpet area of all the Flat/shop in the Project.
- 36) Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions 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.
- 37) The execution of this Agreement shall be complete only upon its execution by the Promoter through his authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), in Panvel after the Agreement is duly executed by the Allottee(s) 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 Panvel, Raigad.

- 38) The Allottee(s) and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.
- 39) That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Notified Email ID: _____

M/S. PEPI REALTY

Add: Office at Shop No.-3,
Kohinoor Plaza, Sector No.-15,
Nerul, Navi Mumbai-400 706.

Notified Email ID: _____

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 may be.

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

- 41) The charges towards stamp duty and Registration of this Agreement for sale shall be borne and paid by the allottee(s) only.
- 42) Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the RERA Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.
- 43) That the rights 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 at Panvel will have the jurisdiction for this Agreement

FIRST SCHEDULE

Description of the Land

All that piece and parcel of land under erstwhile 12.5% Goathan Expansion Scheme bearing Plot number B-28, admeasuring about 499.97 Sq. Mts. situated at Sector No.-16, Village-Ulwe, Navi Mumbai, Tal.-Panvel, Dist.-Raigad, bounded as follows; i.e. to say:

On or towards the North by : 11 Mts. wide Road
On or towards the South by : Plot No. B-35
On or towards the East by : 11 Mts. wide Road
On or towards the West by : Plot No. B-29

SECOND SCHEDULE

Description of the Flat / Shop

All that Residential/Commercial premises bearing Flat/Shop number _____, admeasuring _____ Sq. Mts. carpet area on the _____ Floor of the building to be known as 'PEPI RESIDENCY' being constructed on Plot No. B-28 situated in Sector No.-16, Village-Ulwe, Navi Mumbai Tal.-Panvel, Dist.-Raigad.

THIRD SCHEDULE

AMENITIES

**Pepi Residency, Plot No. B-28, Sector No.-16, Village-Ulwe, Navi
Mumbai, Tal.-Panvel, Dist.-Raigad.**

1. Spartex (Ceramic) Flooring in all rooms and tandoor stone flooring in kitchen.
2. Elegant Green Marble Top Kitchen Platform with stainless steel sink.
3. Full glazed tiled bathroom.
4. Full glazed tiled W.C. and toilets.
5. Dado 2 ft. of glazed tiles above kitchen platform.
6. Decorative main doors and internal wooden flush doors with oil paint.
7. Marble frame doors with PVC (Syntax Type) shutters for WC, toilet & bathroom.
8. Good quality Lift
9. Aluminum sliding windows with marble windowsill.
10. Concealed plumbing with S. S. fittings.
11. Concealed copper wiring with adequate fan and tube light points.
12. Telephone and cable T. V. point in living room and master bedroom.
13. Externally snowcem/sandtex/cement paint and internally white wash.
14. Elegant Elevation.

In witness whereof the parties hereto have executed this Agreement on the day, month and year first above written.

SIGNED, SEALED & DELIVERED)
BY THE WITHINNAMED PROMOTER)
M/S. PEPI REALTY)
THROUGH ITS PROPRIETOR)
SHRI MADAN KUNDANMAL JAIN)
P.A.N. _____)

IN THE PRESENCE OF

1) _____)
2) _____)

SIGNED, SEALED & DELIVERED BY)
THE WITHINNAMED PURCHASERS)
1) _____)
_____)
P.A.N.- _____)
2) _____)
_____)
P.A.N.- _____)

IN THE PRESENCE OF

1) _____)
2) _____)

RECEIPT

Received of and from the withinnamed Purchaser(s) _____
_____,
the day and the year first herein above written the sum of
₹_____ (Rupees _____
_____ Only) being part/full payment of
the consideration against the sale of Flat/Shop No.-_____ admeasuring
_____ Sq. Mts. Carpet area on the _____ Floor of the building
project named "PEPI RESIDENCY" being constructed on Plot No. B-28,
Sector No.-16, Village-Ulwe, Navi Mumbai Tal.-Panvel, Dist.-Raigad, paid by
him/her/them to us as per the following details:

Date	Cheque No.	Drawn on/In favour of (Bank & Branch)	Amount ₹
Total (Rupees _____ _____Only).			

I SAY RECEIVED
FOR M/S. PEPI REALTY

(MADAN KUNDANMAL JAIN)
PROPRIETOR

WITNESS:
1) _____)
2) _____)