PRAGATI
DEVELOPERS

101, JK Chambers, 1st Floor,
Plot No. - 76, Sector-17, Vashi,
Navi Mumbai - 400 703
022 41312965
pragatidevelopers2018@gmail.com
www.pragatidevelopers.com

09th October, 2023

DEVIATION SHEET – AGREEMENT

Sub: Redevelopment of All that piece or parcel of land or ground admeasuring 829.74 Square Meters or thereabouts from out land bearing Survey No. 113 (Pt.) and City Survey No. 356 (Pt.) of Revenue Village Hariyali, situated at Kannamwar Nagar, Vikhroli (East), Mumbai – 400083, along with structure standing thereon namely Building No. 57, Kannamwar Nagar, Vikhroli (East), Mumbai – 400083.

RERA Model Agreement Clause	**Deviation**
Recital	**Whereas I**
Building Demolishing Documents	**Whereas II**
Whereas II - q	The Allottee is desirous of purchasing on ownership basis, residential premises/flat bearing No. _____ ("**the said Apartment**") admeasuring _____ sq. ft. of RERA carpet area (equivalent _____sq. meters of RERA carpet area) on the _____ floor in the building known as "**PRAGATI PINNACLE**" together with ___ (_____) Car Parking spaces ("**the said Car Parking Spaces**") and more particularly described in the **SECOND SCHEDULE** hereunder written, hereinafter referred to as "**the said Premises**". The said Premises are falling within the Promoter's entitlement under the said agreement.

PRAGATI DEVELOPERS Navi Mumbai

	1.1	Time is of the essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the said Premises and offering possession of the said Premises to the Allottee after receiving the Occupation Certificate in respect of the floor of the said Premises and the common areas, facilities and amenities in the Real Estate Project that may be usable by the Allottee which are listed in the Third Schedule hereunder written. Similarly, the Allottee shall make timely payments of all installments of the Sale Consideration and other amounts/duespayable by him/her/them and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.
POSSESSION DATE, DELAYS, EVENTS IN CASES OF DELAYS AND TERMINATION:	1.2	The Promoter shall give possession of the said Premises to the Allottee on or before 31st day of December 2026 plus six months grace period Provided that the Promoter shall be entitled to reasonable extension of time for giving the possession of the said Premises on the aforesaid date, if the completion of the said New Building/s in which the said Premises is to be situated is delayed on account of – (i) war, civil commotion or an act of God; and (ii) any notice, order, rule, pandemic situation, lock down, notification of the Government and/or other public or competent authority/court.
	1.3	The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as an advance or deposit or towards the outgoings or legal charges and shall utilizethe

PRAGATI DEVELOPERS Navi Mumbai

amounts only for the purposes for which they have been received.

1.4 The Promoter on its behalf shall offer the possession of the said Premises to the Allottee in writing within 15 (fifteen) days of receiving the Occupation Certificate of the Real Estate Project against the payment of the balance Sale Consideration and other amounts payable in terms of this Agreement.

1.5 Upon receiving a written intimation from the Promoter as provided,the Allottee shall at the earliest (not beyond 30 days) take possession of the said 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 said Premises to the Allottee. Irrespective of whether the Allottee fails to take possession of the said Premises within the prescribed period, the Allottee shall continue to be liable to pay interest on the balance Sale Consideration amounts and maintenance charges and all other charges with respect to the said Premises from the date of offer of possession and further that thereafter the said Premises shall be at the risk of the Allottee in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Premises. Provided further that the Promoter shall be entitled to levy and the Allottee shall over and above all other dues, charges, interest etc. additionally bear and pay to the Promoter, holding charges at the rate of Rs.10/- (Rupees ten only) per square feet,per month calculated on the carpet area of the said Premises forthe entire period of such delay in taking possession. The Allottee agrees and confirms that the aforesaid monthly sum shall be considered as holding charges as stipulated under this Clause and shall be a distinct charge not related to and

PRAGATI DEVELOPERS Navi Mumbai

shall be in addition to all other amounts/deposits payable by the Allottee to the Promoterunder this Agreement.

1.6 The Allottee agrees to pay to the Promoter, interest as specified inthe RERA and the RERA Rules, on all the delayed payment whichbecome due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is due and payable by the Allottee to the Promoter.

1.7 If the Promoter fails or neglects to abide by the time schedule for completing the project and handing over the said Premises to theAllottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the RERA and the RERA Rules, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the said Premises.

1.8 If the Promoter fails or neglects to abide by the time Schedule for completing the project and handing over the said Premises to theAllottee, the Promoter agrees to refund and shall be liable to refund to the Allottee, who does not want to remain in the project and who intends to withdraw from the project, all the amount paid by the Allottee to the Promoter together with interest as provided in the RERA and the RERA Rules thereof. Till such time the aforesaid amount is paid by the Promoter to the Allottee, the Allottee shall have first charge and lien on the said Premises.

1.9 Without prejudice to the rights of the Promoter to charge and receive interest in terms of sub-clause 5.6 above, on the Allottee committing 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/its proportionate share of taxes levied by concerned local authority and other outgoings) and on the

PRAGATI DEVELOPERS Navi Mumbai

Allottee committing any three defaults in making payment of installments (or payment of any of last two installments), the Promoter shall atits own option, may terminate this Agreement. Provided that, the Promoter shall give notice of fifteen (15) days in writing to the Allottee, by Registered A/D Post at the address provided by the Allottee and mail at the email address provided by the Allottee, of its intention to terminate this Agreement and of the specific breach/es of terms and conditions in respect of which it is intended to terminate this Agreement. If the Allottee fails to rectify the breach/es mentioned by the Promoter within the period of notice then at the end of such notice period, the 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 the amount received from the Allottee (subject to adjustment, deduction and recovery of mutually agreed liquidated damages @ 15% on the total and aggregate Sale Price andof all Government levies) within a period of thirty (30) days of the termination, the installments of Sale Price of the said Premises which may till then have been paid by the Allottee to the Promoter.

1.10 In the event the Allottee is desirous of voluntarily terminating the transaction of sale/purchase of the said Premises as recorded in this Agreement, the Allottee shall give a prior written notice of at least 30 (thirty) days to the Promoter stating the Allottee's intention for termination of the transaction of sale/purchase of the said Premises. Upon such termination, the Promoter shall refund to the Allottee the amount received by them without any interest subject to the deduction of (a) 15% of the total and aggregate Sale Price; (b)the Government levies (including GST), taxes and outgoings, if any, due and payable by the Allottee in respect of the said

PRAGATI DEVELOPERS Navi Mumbai

	Premises upto the date of termination of this Agreement by the Allottee; (c) processing fee and brokerage paid, if any, etc. in respect of the said Premises; (d) the amount of interest payable by the Allottee to the Promoter in terms of this Agreement from the dates of default in payment till the date of termination; and (e) in the event of the resale price of the said Premises to a prospective purchaser being less than the Sale Consideration mentioned herein, the amount of such difference. Provided further that, the Allottee at his/her/its/their cost and expenses executes and registers the Deed of Cancellation of this Agreement and simultaneously upon the Allottee executing and registering Deed of Cancellation of the said Premises, the Promoter shall refund the balance amount of the Sale Consideration to the Allottee without any interest and exclusive of any direct/indirect taxes, stamp duty, brokerage, registration charges, other payments/outgoings etc.
10. 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 annexures along with the payments due as stipulated in the Payment Plan (including of stamp duty, registration charges and incidental expenses) within 30 (thirty)days from the date of receipt by the Allottee; and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 (thirty) daysfrom the date of its receipt by the Allottee and/or fails to 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, applicationof the Allottee shall

PRAGATI DEVELOPERS Navi Mumbai

	be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be refunded to the Allottee without any interest or compensation whatsoever. This Agreement shall come into force only upon execution and registration of the same in accordance with law and due payment thereof.
13. JOINT ALLOTTEES	That 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.
FIRST SCHEDULE	the said Property
SECOND SCHEDULE	the said Premises
THIRD SCHEDULE	Common areas and facilities
FOURTH SCHEDULE	Meaning of the Terms and Expressions defined in this Agreement
FIFTH SCHEDULE	Agreed installments of Sale Consideration payable by the Allottee to the Promoter
SIXTH SCHEDULE	Being the list of the "Other Charges" to be paid by the Allottee in accordance with this Agreement

For PRAGATI DEVELOPERS

Partner

M/S. PRAGATI DEVELOPERS

PRAGATI
DEVELOPERS

101, JK Chambers, 1st Floor,
Plot No. - 76, Sector-17, Vashi,
Navi Mumbai - 400 703
022 41312965
pragatidevelopers2018@gmail.com
www.pragatidevelopers.com

"Annexure I"

1. c. The Allottee has paid/agreed to pay to the Promoter the Total aggregate consideration in the following manner ("**Payment Plan**") plus GST @ 5% of the Total Consideration: -

Particulars	**% of Total Price**	**Amount (Rs.) For Total Consideration**	**Amount (Rs.) For GST (5%)**	**Amount (Rs) Inclusive of GST**
On Booking	10 %			
On or Before Execution of this Agreement	20 %			
On Completion of Plinth	15 %			
On Completion of 1st Slab	5%			
On Completion of 3rd Slab	5%			
On Completion of 6th Slab	5 %			
On Completion of 9th Slab	5 %			
On Completion of 12th Slab	2 %			
On Completion of 15th Slab	2 %			
On Completion of 17th Slab	2 %			
On Completion of 18th Slab	2 %			
On Completion of 19th Slab	2 %			
On Completion of 20th Slab	2 %			
On Completion of 21st Slab	2 %			

PRAGATI DEVELOPERS Navi Mumbai

On Completion of 22nd Slab	2 %			
On Completion of 23rd Slab	2 %			
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work of the Said Apartment	2 %			
On Completion Sanitary fittings, Staircases, Lifts Wells, Lobbies of the Said Apartment	2 %			
On Commencement of Internal Plumbing and External Plaster, Elevation Work	2 %			
On Commencement of Lifts, Electrical Fittings	2 %			
On Commencement of Lifts, Water Pumps, Electrical Fittings, Entrance Lobby, Plinth Protection, Paving	4 %			
against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate	5 %			
Total	**100 %**			

For PRAGATI DEVELOPERS

Partner