

Head Office:

101, JK Chambers, 1st Floor,
Plot No. - 76, Sector-17, Vashi,
Navi Mumbai - 400 703

022 35768903 / 8433518730

pragatidevelopers2018@gmail.com

Corporate Office:

Monterossa Bldg., 402, Opp.
Ganesh Mandir, 90ft Road,
Ghatkopar (E), Mumbai - 400075.

www.pragatidevelopers.com

16th March, 2024

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.
POSSESSION DATE, DELAYS, EVENTS IN CASES OF DELAYS AND TERMINATION:	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



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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/dues payable by him/her/them and meeting, complying with and fulfilling all his/her/their/its other obligations under this Agreement.

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 utilize the

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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



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

- 1.6 The Allottee agrees to pay to the Promoter, interest as specified in the RERA and the RERA Rules, on all the delayed payment which become 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 the Allottee, 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 the Allottee, the Promoter



Typed Name of 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 Allottee committing any three defaults in making payment of installments (or payment of any of last two installments), the Promoter shall at its 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



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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 and of 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 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



Tgs. Keshu, R. R. R.

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.

9. LOANS AND MORTGAGES:

9.1 The Promoters has availed Construction Finance from AU SMALL FINANCE BANK LIMITED upon the sanctioned terms and conditions for which they have created charge on Property being Project known as "KANNAMWAR NAGAR SALOKHA CHS LTD." ("Said Building" / "Said Project") constructed on all that piece and parcel of leasehold land bearing Survey No. 113(Pt.) and City Survey No. 356 (Pt.) of Revenue Village Hariyali situated at Kannamwar Nagar, Vikhroli (East), Mumbai - 400083.

9.2 In pursuance of the sanctioned terms and conditions, an Indenture of Mortgage dated 29-11-2023 executed between the Promoters as Mortgagor and AU Small Finance Bank Ltd as Mortgagee and have created a Mortgage on the Project KANNAMWAR NAGAR SALOKHA CHS LTD., upon the terms and conditions



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mentioned therein. The said Indenture of Mortgage dated 29-11-2023 is registered with Office of Joint Sub Registrar Kurla under registered document no. KRL-5/25429/2023. The Allottee/s do and each of them doth hereby agree that in event the consideration payable by the Allottee/s unto the Promoter herein, as required by the AU Small Finance Bank Limited, then the same shall be transferred into the designated "PRAGATI DEVELOPERS PRAGATI PINNACLE RERA" Collection Account 2302253354334736 being opened by the Promoter's with the AU Small Finance Bank Limited.

9.3 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 permit and issue its no objection letter to the Allottee to enable him/her/their/its at his/her/their/its sole risk, costs and expenses to obtain loans from the Banks and/or the Financial Institutions by mortgaging the said Premises. The Promoter shall however be entitled to refuse permission 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.



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9.4 If the Allottee enters into any loan/financing arrangement with any Bank/Financial Institution, it shall be the responsibility and obligation of the Allottee to ensure that such Bank/Financial Institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement, as per the installment payment schedule mentioned in the Fifth Schedule hereunder written (which will not absolve Allottee of his/her/their/its responsibilities under this Agreement) and the Allottee shall be responsible and obliged to arrange, discharge and pay all due amounts prudently to the Promoter notwithstanding any delay or default in issuing the payment by the Bank/Financial Institution.

9.5 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. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises until all the amounts including the Sale

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Consideration, taxes and other charges and amounts payable in respect of the said Premises have not been paid and the Allottee has no objection and hereby waives to raise any objection in that regard.

9.6 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 other balance amounts payable by the Allottee under this Agreement.

9.7 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. Notwithstanding any of the provisions hereof, the Allottee hereby agrees that the Promoter shall have first lien/charge on the said Premises towards all the claims, cost, charges, expenses, losses incurred by the Promoter and the Allottee undertakes to reimburse the same to the Promoter without any delay or demur or default. The Allottee hereby further indemnifies and shall keep indemnified the Promoter, its partners,



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agents, executives and officers by and against any action, damages or loss due to breach of any terms and conditions and/or the covenants given by the Allottee under this Agreement for which the Allottee shall be solely liable and responsible.

9.8 In the event of any enforcement of security/mortgage by the Bank/Financial Institution, the Promoter shall be entitled to extend the necessary assistance/support as may be required under applicable law till the extent the title and provided interest of the Promoter is not jeopardize in any manner.

9.9 After the Promoter 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 the said Premises. Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Premises in favour of the Bank/Financial Institution more particularly mentioned in the Fourth Schedule hereunder written. Without affecting the said Premises, the Promoter is at liberty to avail loans and financial facilities from the Banks/Financial Institutions/NBFC or Private parties without any reference or consent or permission or knowledge of the Allottee.



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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) days from 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, application of the Allottee shall 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.

14. GOVERNMENT LEVIES:

14.1 All out of pocket costs, charges and expenses including stamp duty and Registration Charges of and incidental to this Agreement; Goods and Service Tax i.e. (GST); Local Body Tax; and all other Government levies as may be applicable from time to time shall be borne and paid by the Allottee alone and the same shall be paid by the Allottee as and when it becomes due.

14.2. If due to any changes in Government Policy and by virtue of the same any additional Stamp Duty,

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Registration Charges and/or any other taxes/rates are levied the same shall also be paid by the Allottee alone.

- 14.3 The Allottee/s herein categorically accepts and agrees that pursuant to Govt. Notification issued U/No. TPS-1820/AN-27/P.K.80/20/UD-13 dated 14.01.2021, the Promoter has availed benefit of 50% reduction of premium facility (hereinafter to be referred to as said "Incentives") and that benefit of said incentives has/have been passed on to said Allottee/s herein in terms of payment of full applicable stamp duty by the Promoter on this Agreement and the Allottee/s herein is/are not bearing any amount payable towards stamp duty as applicable hereof. The Allottee/s further agrees to sign, execute and register all the Documents, Affidavits, Applications, Certificates or any other subsequent documents, etc. and / or give consent to Promoter to fulfill all other formalities in compliance against the benefit of said incentives, as may be required by the concerned authorities. Further, it is agreed by the allottee/s that in case of any break up given for the Sale Consideration, it shall be only for the purpose of understanding and explanation to the Allottee/s and the Allottee/s shall not raise any objection and/or dispute or claim any amount/difference of amount whatsoever explained in the break ups now or in future thereof. Any consequence of failure to register this Agreement within the time required shall be on the Allottee/s' account.



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18. Miscellaneous

a. Rights of the Promoter:

1. Promoter obligation for obtaining Occupation Certificate (OC)/ Completion Certificate (CC): The Developer 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 to the Flat Allottee/s, obtain from the concerned local authority occupancy and /or completion certificates in respect of the Flat/shop.
2. **Hoarding rights:** The Flat/shop Allottee/s hereby consents that the Promoter may and shall always continue to have the right to place/erect hoarding/s on the Project Land, of such nature and in such form as the Promoter may deem fit and the Promoter shall deal with such hoarding spaces as its sole discretion until conveyance to the association / apex body / Apex Bodies and the Flat/shop Allottee/s agree/s not to dispute or object to the same. The Promoter shall not be liable to pay any fees / charges to the existing Society / apex body / apex bodies for placing / putting up the hoarding/s; provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Promoter and/or by the transferee (if any).
3. **Unsold Apartment(s)/Flat/shop:**
 - i. All unsold and/or unallotted premises, areas and spaces in the Building including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building shall always belong to and remain the property of the Promoter at all times



Tej Kishor Rorikar



and the Promoter shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Flat/shop and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Promoter may deem necessary.

- ii. The Promoter shall without any reference to the Flat/shop Allottee/s, association / apex body / apex bodies, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Promoter shall be entitled to enter in separate agreements with the Allottees of different premises in the building on terms and conditions decided by the Promoter in its sole discretion and shall without any delay or demur enroll the new Flat/shop Allottee/s as member/s of the existing society and/or association / apex body / apex bodies. The Flat/shop Allottee/s and / or the association / apex body / apex bodies shall not claim any reduction in the Consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay / contribute any amount on account of non-occupancy charges or for any other charges / fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

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4. Nomination

The Allottee hereby nominates his/her _____ (herein after referred to as "said Nominee") as his nominee in respect of the said Premises. On the death of the Allottee, the Nominee shall assume all the obligations of the Allottee under this Agreement and in respect of the said Premises and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee.

19. DISPUTE RESOLUTION:

Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, the same shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations, thereunder.

FIRST SCHEDULE

the said Property

SECOND SCHEDULE

the said Premises

THIRD SCHEDULE

Common areas and facilities



Tej Keshu Patel

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

Teg Keshar Raut
M/S. PRAGATI DEVELOPERS



"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 1 st Slab	5%			
On Completion of 3 rd Slab	5%			
On Completion of 6 th Slab	5 %			
On Completion of 9 th Slab	5 %			
On Completion of 12 th Slab	2 %			
On Completion of 15 th Slab	2 %			
On Completion of 17 th Slab	2 %			
On Completion of 18 th Slab	2 %			
On Completion of 19 th Slab	2 %			
On Completion of 20 th Slab	2 %			
On Completion of 21 st Slab	2 %			
On Completion of 22 nd Slab	2 %			
On Completion of 23 rd Slab	2 %			
On Completion of Walls, Internal wall Plaster, Flooring, Doors, Windows Work of the Said Apartment	2 %			



Tgs Keshu, Pankaj

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 %			

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