

ORIGINAL/COPY

AGREEMENT FOR SALE

THIS AGREEMENT made and entered into at Navi Mumbai, on this ____ day of _____ 2018, between **M/s. PROGRESSIVE HOMES**, having **PAN No.AAHFP5228J**, a Partnership firm registered under the Indian Partnership Act, 1932, having its Partners (i) Mr. VINOD D. TRIVEDI, (ii) Mr. DEVANG V. TRIVEDI, (iii) Mr. JIGAR V. TRIVEDI and (iv) M/s. PROGRESSIVE CIVIL ENGINEERS PVT. LTD., represented by authorised Partner Mr. JIGAR V. TRIVEDI and having its administrative office at Office No.707, Devavrata, Plot No.83, Sector-17, Vashi, Navi Mumbai - 400 703, hereinafter called "**the PROMOTERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the Partners or Partner for the time being of the said Firm the Survivors or Survivor of them and the heirs, executors and administrators of such Survivor and his/her assigns) of the One Part AND **Mr.** _____, having **PAN No.**_____ & **Mrs.** _____, having **PAN No.**_____, both Adult/s, Indian Inhabitants and having his/her/their address at _____, hereinafter referred to as "**the ALLOTTEE**" (which expression shall unless it be repugnant to the context or meaning thereof shall deem to mean and include his/her/their respective legal heir, executors, administrators and permitted assigns) of the Other Part.

W H E R E A S :

1. The CITY AND INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LIMITED, (hereinafter referred to as the CIDCO) is a Government Company wholly owned by the State Government of Maharashtra and incorporated under the Companies Act, 1956 (1 of 1956) and having its Registered Office at Nirmal, 2nd floor, Nariman Point, Mumbai - 400 021.
2. The CIDCO is also the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the State Government of Maharashtra in exercise of its powers under the Sub-section (1) and (3A) of the Maharashtra Regional and Town Planning Act 1966 (hereinafter referred to as the said Act).
3. The State Government of Maharashtra has, pursuant to Section 113(A) of the said Act acquired lands described therein and vested such lands along with the Government lands in the CIDCO for orderly development of Navi Mumbai.
4. The CIDCO has laid down at Ulwe, Navi Mumbai several plots on one of the pieces of lands so acquired and vested by the State Government in the CIDCO for development and disposal.
5. Lands held by 1) **Smt. LAXMIBAI NARHARI DESHMUKH**, 2) **Smt. LATA NARHARI DESHMUKH**, 3) **Shri. GANPAT DAMODAR DESHMUKH**, 4) **Shri. TIKARAM DAMODAR DESHMUKH**, 5) **Smt. SUMANBAI VISHNU DESHMUKH** & 6) **Smt. SUSHILA SITARAM DESHMUKH**, were acquired by the State Government for the purpose of orderly development of new town of Navi Mumbai. In lieu of their lands having been acquired by the State Government, as per policy of the State Government, they were entitled to be allotted developed plot under 12.5% (Erstwhile Gaothan Expansion Scheme).

6. As per scheme of the State Government 1) Smt. LAXMIBAI NARHARI DESHMUKH, 2) Smt. LATA NARHARI DESHMUKH, 3) Shri. GANPAT DAMODAR DESHMUKH, 4) Shri. TIKARAM DAMODAR DESHMUKH, 5) Smt. SUMANBAI VISHNU DESHMUKH & 6) Smt. SUSHILA SITARAM DESHMUKH, were entitled for an allotment of developed plot in lieu of their lands having been acquired by the State Government for the above project.
7. On their application for an allotment of the land under the Government Policy, the CIDCO allotted to 1) Smt. LAXMIBAI NARHARI DESHMUKH, 2) Smt. LATA NARHARI DESHMUKH, 3) Shri. GANPAT DAMODAR DESHMUKH, 4) Shri. TIKARAM DAMODAR DESHMUKH, 5) Smt. SUMANBAI VISHNU DESHMUKH & 6) Smt. SUSHILA SITARAM DESHMUKH, piece or parcel of land bearing Plot No.3 admeasuring about 3298.64 square meters, situated, being and lying at Sector-8 (Part), Village - Ulwe-II, Taluka - Panvel, District - Raigad, Navi Mumbai, under (12.5% Scheme) for or at consideration and upon the terms and conditions contained therein
8. 1) Smt. LAXMIBAI NARHARI DESHMUKH, 2) Smt. LATA NARHARI DESHMUKH, 3) Shri. GANPAT DAMODAR DESHMUKH, 4) Shri. TIKARAM DAMODAR DESHMUKH, 5) Smt. SUMANBAI VISHNU DESHMUKH & 6) Smt. SUSHILA SITARAM DESHMUKH, paid to the CIDCO agreed lease premium.
9. By an **Agreement to Lease** at CBD Belapur, Navi Mumbai, on dated 8th April 2008 between the CIDCO therein referred to as the Corporation of the One Part and 1) Smt. LAXMIBAI NARHARI DESHMUKH, 2) Smt. LATA NARHARI DESHMUKH, 3) Shri. GANPAT DAMODAR DESHMUKH, 4) Shri. TIKARAM DAMODAR DESHMUKH, 5) Smt. SUMANBAI VISHNU DESHMUKH & 6) Smt. SUSHILA SITARAM DESHMUKH, of the Other Part (hereinafter referred to as "**the Original Licensees**") duly stamped as per the Maharashtra Stamp Act, 1958 & registered under the provisions of the Indian Registration Act, 1908 with the Sub-Registrar of Assurance, Panvel - 3, under Document Serial No. PVL3 - 3913 - 2008 and bearing Receipt No.4021 dated 8th April 2008, the CIDCO agreed to grant him and he agreed to acquire a lease of the above plot

being Plot No.3, admeasuring about 3298.64 square meters, situated, being and lying at Sector-8 (Part), Village - Ulwe-II, Taluka - Panvel, District - Raigad, Navi Mumbai, under 12.5% (Gaothan Expansion) Scheme and more particularly described in the First Schedule hereunder written (hereinafter referred to as "**the said Land**") for a lease premium of **₹41,233/- (Rupees Forty one thousand two hundred thirty three only)** and upon performance and observance by them of the obligations and the terms and conditions contained in the said Agreement to Lease for a period of sixty years from the date of execution of the said Agreement to Lease and granted to him a permission or license to enter upon the said land for the purpose of erecting a building containing residential Apartments on the said land.

10. Thereafter by a **Tripartite Agreement** made at CBD Belapur, Navi Mumbai on dated **21st April 2008** between the CIDCO therein referred to as the **Corporation** of the First Part, **1) Smt. LAXMIBAI NARHARI DESHMUKH, 2) Smt. LATA NARHARI DESHMUKH, 3) Shri. GANPAT DAMODAR DESHMUKH, 4) Shri. TIKARAM DAMODAR DESHMUKH, 5) Smt. SUMANBAI VISHNU DESHMUKH & 6) Smt. SUSHILA SITARAM DESHMUKH**, (therein and hereinafter referred to as "**the Original Licensees**") of the Second Part and **M/s. KRISHNA DEVELOPERS** through its Proprietor **Mr. SUNIL R. ISRANI**, (therein and hereinafter referred to as "**the New Licensee**") of the Third Part, duly stamped as per the Maharashtra Stamp Act, 1958 & registered under the provisions of the Indian Registration Act, 1908 with the Sub-Registrar of Assurances, Panvel - 3, under Document Serial No.PVL3 - 04251 - 2008 & bearing Receipt No.4378 dated 21st April 2008, the CIDCO having permitted **1) Smt. LAXMIBAI NARHARI DESHMUKH, 2) Smt. LATA NARHARI DESHMUKH, 3) Shri. GANPAT DAMODAR DESHMUKH, 4) Shri. TIKARAM DAMODAR DESHMUKH, 5) Smt. SUMANBAI VISHNU DESHMUKH & 6) Smt. SUSHILA SITARAM DESHMUKH**, to transfer and assign to **M/s. KRISHNA DEVELOPERS**, the New Licensee herein, a lease of the said land being Plot No.3, admeasuring about 3298.64 square meters, situated, being and lying at Sector-8 (Part), Village - Ulwe-II, Taluka - Panvel, District - Raigad, Navi Mumbai, under 12.5% (Gaothan Expansion) Scheme upon performance and

observance by them upon obligations and the terms and conditions contained in the said Agreement to Lease read with the Tripartite Agreement herein before mentioned. The CIDCO thereafter has by its letter bearing No.CIDCO/ESTATE/12.5% SCHEME/ULWE 587B/2008 dated 25th April 2008 transferred the said land in the name of **M/s. KRISHNA DEVELOPERS**, the New Licensee herein.

Thereafter by another **Tripartite Agreement** made at CBD Belapur, Navi Mumbai on dated **7th April 2015** between the CIDCO therein referred to as the **Corporation** of the First Part, **M/s. KRISHNA DEVELOPERS through its Proprietor Mr. SUNIL R. ISRANI**, (therein and hereinafter referred to as "**the New Licensee**") of the Second Part and **M/s. PROGRESSIVE HOMES**, a Partnership Firm registered under the provisions of the Indian Partnership Act 1932 having its Partners **a) Mr. VINOD DAHYALAL TRIVEDI, b) Mr. DEVANG VINOD TRIVEDI, c) Mr. JIGAR VINOD TRIVEDI & d) M/s. PROGRESSIVE CIVIL ENGINEERS Pvt. Ltd., (A company registered under the company Act 1956)**, (therein referred to as "**the Subsequent New Licensees & hereinafter referred to as 'the PROMOTER'**") of the Third Part, duly stamped as per the Maharashtra Stamp Act, 1958 & registered under the provisions of the Indian Registration Act, 1908 with the Sub-Registrar of Assurances, Panvel - 3, under Document Serial No.PVL3 - 2175 - 2015 and Receipt No.2328 dated 16th April 2015, the CIDCO having permitted **M/s. KRISHNA DEVELOPERS** to transfer and assign to **M/s. PROGRESSIVE HOMES**, the Promoters herein, a lease of the said land being Plot No.3, admeasuring about 3298.64 square meters, situated, being and lying at Sector-8 (Part), Village - Ulwe-II, Taluka - Panvel, District - Raigad, Navi Mumbai, under 12.5% (Gaothan Expansion) Scheme upon performance and observance by them upon obligations and the terms and conditions contained in the said Agreement to Lease read with the Tripartite Agreement herein before mentioned. The CIDCO thereafter has by its letter bearing No.CIDCO/Estate/12.5% Scheme/Ulwe-587/2015 dated 23rd April 2015 transferred the said land in the name of **M/s. PROGRESSIVE HOMES**, the Promoters.

11. AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated Copy of Final Order of the CIDCO showing the nature of the title of the Promoter to the project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure "A" and "B", respectively.
12. The CIDCO has approved the plans for building intended to be erected on the said land and has accordingly issued to the Promoter the Commencement Certificate and Development Permission bearing No.CIDCO/BP-13487/TPO(NM & K)/2015/1532 dated 19th January 2016, is annexed hereto and marked as Annexure "C-1".
13. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure "C-2".
14. AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure "D".
15. In pursuance of the Tripartite Agreements herein before recited, the Promoter is entitled in law to erect the building in accordance with the approved building plans read with the Commencement Certificate and Development Permission recited herein before.
16. The Promoter has appointed M/s. Atul Patel & Associates, having address at 1209, The Landmark, Plot No.26A, Sector-7, Kharghar, Navi Mumbai – 410 210, as an Architect who has been registered with the Council of Architect and has appointed Mr. A. L. Prabhu, Consulting Engineers (Structural Steel & R. C. C. Specilists), 6-B, Monolith Apartments, 7, Nepeansea Road, Mukesh Chowk, Mumbai – 400 036, as a Structural Engineer for the preparation of the structural designs and drawings of the building.

17. The Promoter has given inspection to the Allottee of the said Agreement to Lease, Tripartite Agreement recited herein before and all other documents, letters, papers and writings referred to therein as well as building plans, Commencement Certificate and designs, specifications, etc., sanctioned by the CIDCO and other documents as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 hereinafter referred to as the said Act, and the rules and regulations made therein.
18. The Allottee has/have examined and approved the building and floor plan, the nature and quality of construction and fittings, fixtures, facilities and amenities provided/to be provided thereto as per the general specifications stated in the Annexure "E" hereto.
19. AND WHEREAS the Promoter has accordingly commenced construction of the said building in accordance with the said proposed plans
20. AND WHEREAS the Allottee has applied to the Promoters for allotment of an Apartment bearing No.____ on the ____ floor of the building known as "PROGRESSIVE'S GRANDE" being developed by the Promoter on Plot No.3 in Sector-8 (Part), Village - Ulwe-II, Taluka - Panvel, District - Raigad, Navi Mumbai.
21. AND WHEREAS the carpet area of the said Apartment is _____ square meters and "carpet area" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the Apartment.

22. However Apartment is also having enclosed balcony admeasuring _____ square meters for which no consideration is taken from the Allottee and double height balcony admeasuring _____ square meters for which no consideration is taken from the Allottee.
23. 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 hereinafter.
24. AND WHEREAS, prior to the execution of these presents the Allottee has paid to the Promoter a sum of ₹_____/ - (Rupees _____ only), being part payment of the sale consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale consideration in the manner hereinafter appearing.
25. AND WHEREAS, the Promoter shall register the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority within the stipulated time period and inform the Allottee the registration number of the same (This registration is granted under Section 5 of the Act to the Project under Project Registration No._____).
26. AND WHEREAS, under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.
27. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment and the covered parking (if applicable).

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

1. The Promoter have constructed the said building consisting of Stilt on ground floor and eleven upper floors on the project land in accordance with the plans, designs and specifications as approved by the CIDCO from time to time.

Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.

1. a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment bearing No._____ of Carpet Area admeasuring _____ square meters on the _____ floor in the building known as “**PROGRESSIVE’S GRANDE**” being developed by the Promoter on Plot No.3 in Sector-8 (Part), Village - Ulwe-II, Taluka - Panvel, District - Raigad, Navi Mumbai, (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure “D” for the consideration of ₹_____/ - (Rupees _____ only).

However Apartment is also having enclosed balcony admeasuring _____ square meters for which no consideration is taken from the Allottee and double height balcony admeasuring _____ square meters for which no consideration is taken from the Allottee.

- (ii) The Allottee hereby undertake and informed to the Promoters at the time of purchasing the said apartment that they do not have any requirement of car parking space in the said building and hence, they willingly do not like to reserve car parking space in the said building. Allottee are also aware that the car parking space is reserved for other apartment Allottees on first cum first serve basis, and to this they do not have or will not raise any kind of objection towards the Promoters. In future also the Allottees will not have

any claim on any of the car parking space which are reserved or being reserved for other flat Allottees by the Promoters and also undertakes and confirms that they will not raise any claim or dispute with Co-operative Society/Adhoc Committee in this respect.

1. b) The Allottee shall pay the aforesaid lump sum price of ₹_____/-(Rupees _____ only) to the Promoters after deducting the TDS at the rate of 1% of the lump sum price i. e., ₹_____/-(Rupees _____ only). The Allottee shall handover the TDS certificate to the Promoters.

1. c) The Allottee has paid on or before execution of this agreement a sum of ₹_____/-(Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of ₹_____/-(Rupees _____ only) in the following manner :
 - (i) Amount of ₹_____/-(Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter within fifteen days after the execution of this Agreement.
 - (ii) Amount of ₹_____/-(Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building in which the said Apartment is located.
 - (iii) Amount of ₹_____/-(Rupees _____ only) (not exceeding 50% of the total consideration) to be paid to the Promoter on completion of 1st Slab of the building in which the said Apartment is located.
 - (iv) Amount of ₹_____/-(Rupees _____ only) (not exceeding 55% of the total consideration) to be paid to the

Promoter on completion of 3rd Slab of the building in which the said Apartment is located.

- (v) Amount of ₹_____/- (Rupees _____ only)
(not exceeding 60% of the total consideration) to be paid to the Promoter on completion of 6th Slab of the building in which the said Apartment is located.
- (vi) Amount of ₹_____/- (Rupees _____ only)
(not exceeding 65% of the total consideration) to be paid to the Promoter on completion of 8th Slab of the building in which the said Apartment is located.
- (vii) Amount of ₹_____/- (Rupees _____ only)
(not exceeding 70% of the total consideration) to be paid to the Promoter on completion of Terrace Slab of the building in which the said Apartment is located.
- (viii) Amount of ₹_____/- (Rupees _____ only)
(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- (ix) Amount of ₹_____/- (Rupees _____ only)
(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level the said Apartment.
- (x) Amount of ₹_____/- (Rupees _____ only)
(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of external plumbing and external plaster,

elevation, terraces with waterproofing of the building or wing in which the said Apartment is located.

(xi) Amount of ₹_____/ - (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement for Sale of the building or wing in which the said Apartment is located.

(xii) Balance amount of ₹_____/ - (Rupees _____ only) 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.

1. d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or GST 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 said Apartment. The Allottee undertakes to pay to the Promoter the said taxes and other charges, over and above the instalments of the sale price, as and when demanded by the Promoter.

1. 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 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, which shall only be applicable on subsequent payments.

1. f) The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @9% (Nine Percent) per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. However the Promoter is not bound to enforce this term.
1. g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 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 within 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. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee 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. a) of this Agreement.
1. h) The Allottee authorises the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

1. i) The Allottee/s if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ("FEMA"), Reserve Bank of India Act, 1934, ('RBI Act') and rules and regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc., and provide the Promoter with such permission, approvals which would enable the Promoters to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or any other laws as applicable, as amended from time to time.

2. a) 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 Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

2. b) Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make all payments of the instalment and other dues payable by him/her within Seven days of the demand raised by the Promoter 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.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 1.5 only and Promoter has planned to utilize Floor Space Index of 1.5 by availing of FSI available on payment of premiums or FSI available as incentive FSI, by implementing various scheme as mentioned in the Development Control Regulations or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 1.5 as proposed to be utilized by him on the project land in the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

4.
 - a) If the Promoter fails to abide by the time schedule for completing the project and handing over the said Apartment 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 Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee 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 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 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 proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement :

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post A. D., at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, 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 fails 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 (subject to deduction of 20% of the total sale consideration as agreed liquidated damages and any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided by the Promoter in the said building and the Apartment as are set out in Annexure "E" annexed hereto.
6. The Promoter shall give possession of the Apartment to the Allottee on or before 31st day of December, Two Thousand and Twenty one. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment 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 Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of :

- a) War, civil commotion or act of God &

- b) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
- 7. a) **Procedure for taking possession** : The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the said Apartment, to the Allottee in terms of this Agreement. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receipt of full and final payment of the Apartment.
- 7. b) The Allottee shall take possession of the Apartment within 15 days of the written notice from the Promoter to the Allottee intimating that the said Apartments are ready for use and occupancy.
- 7. c) **Failure of Allottee to take Possession of said Apartment** : Upon receiving a written intimation from the Promoter as per clause 7. a), the Allottee shall take possession of the said Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7. a) such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7. d) **Defect Liability** :
 - (i) If within a period of 5 (Five) years from the date of handing over the Apartment to the Allottee(s), the Allottee(s) brings to the notice of the Promoters any structural defect in the Apartment or the building in which the Apartment are situated or any defects on

account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee(s) shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the Act.

- (ii) Provided however, that the allottee(s) shall not carry out any alterations of the whatsoever nature in the said apartment or wing and in specific the structure of the said Apartment/wing 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 and any changes like shifting of walls, doors, windows and their grills, bedrooms, enclosing of balconies, flower beds, extending rooms, changing floors, which may result in seepage of the water, if any of such works are carried out without the written consent of the promoters 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 promoters, and shall not mean defect(s) caused by normal wear and tear and by negligent use of apartment by the occupants, vagaries of nature etc.
- (iii) That it shall be the responsibility of the allottee(s) to maintain his Apartment in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his apartment are regularly filled with white cement/epoxy to prevent water seepage.
- (iv) Further, where the manufacturer warranty as shown by the Promoters to the allottee(s) ends before the defects liability

period and such warranties are covered under the maintenance of the said Apartment/building/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.

- (v) 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 apartments and the common project amenities wherever applicable.
- (vi) That the allottee(s) has/have been made aware and that the allottee(s) expressly agrees that the regular wear and tear of apartment/building/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 20°C 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 Apartment/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

8. The Promoter hereby declares that the Promoter would be entitled to put up sign boards, signage and neon sign boards displaying its name in any part of the project like terrace, common area and garden etc. The said board would be maintained by the Promoter at its own cost. The said board would not contain any information which is false or misleading. The Allottee shall not raise any objection to the said board or creat any nuisance or hurdle in putting and

maintaining said boards. The said board/signage shall not be removed under any circumstances.

9. Allottee hereby declares that Allottee is eligible and entitled to Purchase the said Apartment and Allottee hereby assures, undertakes and guarantees that the Allottee shall use the said Apartment or any part thereof or permit the same to be used for purpose of permitted use. Allottee shall neither claim any exclusive right, title or interest on its proportionate share of undivided common space & amenities provided by the Promoter nor claim any division or sub division of such common area.

10. The said building shall always be known as "**PROGRESSIVE'S GRANDE**" and the name of the Co-operative Society or Limited Company or Legal Body to be formed shall bear the same name or shall be preceded by the words or to that effect and this name shall not be changed ever.

11. The Allottee along with other allottee(s) of Apartments 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 seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. Any delays in signing and handing over of the documents by the Allottee to the Promoter shall not constitute to default of the Promoter and the prescribed time period shall stand extended accordingly. No objection shall be taken by the Allottee 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.

12. a) The Promoter shall, within 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 in which the said Apartment is situated, provided the Allottee has co-operated in executing all the necessary documents and CIDCO has granted necessary permission.
12. b) The Promoter shall, within three months of registration of the Society 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 project land on which the building is constructed.
12. c) Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i. e., in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building 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. Until the Society or Limited Company is formed and the said structure of the building or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of ₹4,500/- per month towards the outgoings. The Allottee agrees to pay one year maintenance in Advance to the Promoter at the time of taking possession. The amounts so paid by the Allottee 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 and the balance if any, from the said amount shall be transferred to such Society or Company.

13. **UNSOLD APARTMENTS IN SAID PROJECT :**

- a) Promoter shall be inducted as a member of said society for unsold Apartments upon conveyance of said plot to said society.
- b) Promoter shall be entitled to sell the unsold Apartments in said project without any separate permission or consent of society and the members of society. The prospective Allottee of such unsold Apartments shall be inducted by the society as members and no objection shall be raised either by existing members or the society.
- c) Allottee or society shall not be entitled to demand any transfer charge for the transfer of unsold Apartment by the Promoter to prospective Allottees.
- d) Promoter shall also be entitled to car parking reserved for the unsold Apartments and the society or Allottee shall not stake claim on such parking.
- e) Promoter shall be entitled to mortgage the unsold Apartments of the said project with the financial institutions without any separate NOC from society or the members of society.
- f) Promoter is entitled to all the rights of being a member of society i. e., right to attend meeting, right to vote in the meeting etc.
- g) The Promoters shall not be liable to pay any maintenance or common expenses in respect of the unsold premises in the said building. The Promoters shall however, bear and pay the Service Charges payable to the NMMC/CIDCO/Property Tax to NMMC at actual in respect of the unsold Apartments in the said building. As and when such individual Apartments are sold to the Purchaser/s, at the choice and discretion of the Promoters

the new Purchaser or the Promoters shall not be charged any premium or any other extra payment or any entrance fee or any such amount by the common organisation of the Apartment Allottee.

14. It has been agreed between the Parties that the Promoters shall bear and pay the charges towards the following services mentioned below :
 - a) Permanent Electric supply deposit and connection,
 - b) Permanent Water supply deposit and connection,
 - c) For CIDCO Development charges.
 - d) Drainage connection charges.
 - e) For formation and registration of Co-operative Society or Limited Company or Legal Body.
 - f) Proportionate share of maintenance charges and other outgoings for a period of 12 months (from the date of Agreement for Sale).
 - g) CIDCO transfer charges.
15. The Allottee shall pay to the Promoter a sum of ₹10,000/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society or Limited Company or Apex Body or Federation and for preparing its rules, regulations and bye-laws.
16. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee 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 said land along with the structure of the said Building.

17. **UNDERSTANDING BETWEEN THE PARTIES :**

The Promoter and the Allottee also agree to the following :

- a) The Allottee shall be permitted/allowed to commence interior works in the said Apartment only upon obtaining Occupancy Certificate/Part Occupation Certificate and possession letter from the Promoter and after making all payments as per this agreement. Prior to carrying out the interior works in the said Apartment, the Allottee shall give to Promoter, in writing the details of the nature of interior works to be carried out.
- b) Promoter shall be entitled to inspect all interior works carried out by the Allottee. In the event Promoter finds that the nature of interior work being executed by the Allottee is harmful to the said Apartment or to the structure, facade and/or elevation of the said Building then, Promoter can instruct the Allottee to stop such interior work and the Allottee shall stop such interior work at once, without raising any dispute.
- c) The Allottee will ensure that the debris from the interior works shall be dumped in an area earmarked for the same and will be cleared by the Allottee, on a daily basis, at no cost to Promoter and no nuisance or annoyance to the other Allottees. All costs and consequences in this regard will be to the account of the Allottee.
- d) The Allottee will further ensure that the contractors and workers (whether engaged by the Allottee) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same, which may block the free flow of waste water, thus resulting in perennial choking and leakage in the said Apartment or the Building.
- e) All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the

Allottee and that Promoter will not be held responsible for any loss/theft/damage to the same.

- f) If during the course of carrying out interior works, any workmen or residents sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee at his/her/their/its own cost, and that Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Allottee alone.
- g) During the execution of interior works, if any of the Allottee's contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor/workmen/agents/representatives will be removed forthwith and will not be allowed to re-enter the said Apartment and the Building. Further, the Allottee shall be responsible for acts of such persons.
- h) The Allottee shall extend full cooperation to Promoter, their agents, contractors to ensure good governance of such interior works.
- i) The Allottee shall ensure that common passages/walkways and any other common areas are not obstructed or damaged during the course of carrying out any works or thereafter.

18. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- a) The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to the agreement and has the requisite rights to carry out development upon the project land and also has actual and physical 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 except those disclosed in the title report;
- d) There are no litigations pending before any Court of law with respect to the project land or Project;
- e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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 and common areas;
- f) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- h) The Promoter confirms that the Promoter shall after completion of the Building apply to the CIDCO for grant of permission to form and register a

Society or Limited Company or any other legal body among all the Allotees of the Apartments in the said Building including the name of the Allotee herein;

- i) At the time of execution of the conveyance deed of the structure to the association of Allotees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common area of the structure to the Association of the Allotees;
 - j) 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 except those disclosed in the title report.
19. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :
- a) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment 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 Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - b) Not to store in the Apartment 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 Apartment 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 Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach and shall rectify the damages at his own cost as early as possible.

- c) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- d) Not to demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment 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 Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company and/or the local body.
- 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

Apartment 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 Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- g) Pay to the Promoter within 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 Apartment 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 Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- i) The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up. Provided further the Allottee shall obtain No Objection Certificate from the Promoter if he/she/they intend to sell/transfer the said Apartment to any other person/s.
- j) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation 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 Apartments 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 shall also observe

and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupancy and use of the Apartment 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 Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their 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.

20. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or Association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

21. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body as hereinbefore mentioned.

22. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such said Apartment.

23. **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 along with the payments due as stipulated in the Payment Plan 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(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, 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 returned to the Allottee without any interest or compensation whatsoever.

24. **ENTIRE AGREEMENT**

This Agreement, along with its schedules and annexures, 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 apartment/plot/building, as the case may be.

25. **RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent

Allottees of the said Apartment, in case of a transfer, as the said obligations go along with the said Apartment for all intents and purposes.

27. **SEVERABILITY**

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.

28. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all the Apartments in the Project.

29. **FURTHER ASSURANCES**

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.

30. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, and after the Agreement is duly executed by the Allottee 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 Navi Mumbai.

- 31. The Allottee 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.
- 32. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A. D., and notified Email ID/Under Certificate of Posting at their respective addresses specified below :

Name of Allottee : Mr. _____ &
Mrs. _____
Allottee's Address : _____

_____.

Notified Contact Number : _____
Notified Email ID : _____

Name of Promoter : M/s. PROGRESSIVE HOMES,
Promoter's Address : Administrative office at Office No.707, Devavrata,
Plot No.83, Sector-17, Vashi, Navi Mumbai - 400 703.
Notified Email ID : sales@progressivegroup.in

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.

33. **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.

34. **Stamp Duty and Registration** : The charges towards stamp duty and Registration of this Agreement shall be borne by the **Allottee/Promoters**.

35. **Dispute Resolution** : Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Competent Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, there under.

36. **GOVERNING LAW**

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 Navi Mumbai/Panvel will have the jurisdiction for this Agreement

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

FIRST SCHEDULE

THE DESCRIPTION OF THE PROPERTY

ALL THAT PIECE OR PARCLE OF LAND being Plot No.3, admeasuring about 3298.64 square meters, situated, being and lying at Sector-8 (Part), Village – Ulwe-II, and within the area of Taluka - Panvel, District - Raigad, Navi Mumbai, and the land being bounded as follows that is to :

- On or towards the North by : Plot No.2,
- On or towards the South by : Plot No.4,
- On or towards the East by : Plot No.7 & 8,
- On or towards the West by : 30.0 mtrs., wide road,

SIGNED, SEALED AND DELIVERED BY)
THE WITHININNAMED "PROMOTER")
M/s. PROGRESSIVE HOMES, a Partnership Firm)
Through its Partner Mr. JIGAR V. TRIVEDI)

in the presence of)
1.)

2.)

SIGNED, SEALED AND DELIVERED BY)
THE WITHINNAMED Allottee/s)

Mr. _____)

Mrs. _____)

in the presence of)
1.)

2.)

RECEIPT

RECEIVED OF AND FROM THE ALLOTTEE WITHIN NAMED the day and year first hereinabove written the sum of ₹ _____/- (Rupees _____ only) being part/full payment of the consideration to be paid by him/her/them to us as mentioned below :

S. No.	Date	Cheque No.	Drawn On	Amount (₹)
			TOTAL	

₹ _____/-

WE SAY RECEIVED

M/s. PROGRESSIVE HOMES, a Partnership Firm, through its Partner

Mr. JIGAR V. TRIVEDI

SCHEDULE “A”

Apartment bearing number _____ situated on _____ Floor of the building known as “**PROGRESSIVE’S GRANDE**” being developed on Plot No.3 in Sector-8 (Part), Village – Ulwe-II, Taluka – Panvel, District – Raigad, Navi Mumbai, and which Apartment is bounded as follows :

- On or towards North :
- On or towards South :
- On or towards East :
- On or towards West :

Annexure "F"

SPECIFICATIONS AND AMENITIES

Brief specifications of materials, amenities, fixtures and fittings of **"PROGRESSIVE'S GRANDE"** Residential Building on Plot No.03 in Sector-8 (Part), Ulwe, Navi Mumbai.

- R.C.C. framed structure founded on open footing foundations.
- R.C.C. staircase, lift and terraces as shown in the plan, brick walls of required thickness external and internal walls.
- Sand faced cement plaster to external surfaces and sand plaster with putty finish for internal surface.
- Main door of solid core commercial door shutter with wooden frames of appropriate section.
- All internal doors of solid core commercial moulded door skin shutters with wooden frames of appropriate section.
- All W. C. & Bathroom door in Fiber Reinforced Plastic (FRP) with wooden doorframes of adequate section.
- All doors fittings in chrome finish, brass hinges to shutters.
- Aluminum sliding windows in 2 or 3 track with 5 m. m., clear glass. Aluminum louvered window in W. C. & Bathroom.
- Flooring will be of Ceramics Tiles in all rooms as per Promoters choice.
- 2' wide raised cooking platform made in kadappa with kadappa sink & one tap and 5' tiles dado around it.
- Ceramic flooring in W. C. & Bathroom with dado in glazed tiles up to full height.
- E. W. C., in every toilet with P. V. C. Flush tank, Washbasin. All fittings in the W. C. & Bathroom will be chrome finish.
- Concealed plumbing.
- Concealed electrical wiring. Only electrical points are provided without light fittings.
- Extensive Electrical layout with TV point in Living room and Bedroom.
- White wash in all internal walls. Acrylic paint with a primer coat to all external surfaces.

COMMON AMENITIES :

1. Underground and overhead water storage tanks of required capacity as per NMMC/CIDCO requirement.
2. Plain concrete flooring.
3. Water supply and drainage system as per requirements of NMMC/CIDCO.
4. Common lighting in lobby, staircase, stilt as per general requirements.
5. Waterproofed terrace provided with brickbat coba laid to the required slope for rainwater disposal.
6. Lift of reputed make with power backup.