

TO WHOM SO EVER IT MAY CONCERN

Declaration regarding Deviation with respect to Agreement to sale

A. I, Shri Girish Shrikrishna Marathe, Partner of Radhika Construction Company.

B. Project Name: - Trinity (Shashank and Saptashrung CHS Ltd.)

All the piece of parcel of non-agricultural land admeasuring 1601 Sq Yards or thereabouts equivalents to 1334 Sq. Mts. (as per conveyance deed), 1347 sq.mtrs as per 7/12 extract and or thereabouts bearing old survey no. 20, new survey no. 65 Hissa No. 5 part mouje Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub registration District Kalyan, District and registration District Thane Sub - District Dombivali. To be known as Shashank CHS bounded as follows **(hereinafter referred to as Plot No. 1)** All the piece of parcel of non-agricultural land bearing old survey no. 20, new survey no. 65 Hissa No. 5 i.e. total 833 sq. mtrs., lying and being and situated at village- Navi Dombivali and situate lying and being at Dombivali (West) within the limits of Dombivali Municipal Corporation Taluka-Kalyan and Sub registration District Kalyan, District and registration District Thane Sub -District Dombivali. To be known as Saptashrung CHS **(hereinafter referred to as Plot No. 2)**

1. I am aware that as per RERA Act 2016, read with rules and Regulations made there under, I require to attach a copy of Agreement to Sale.

2. I hereby declare that the copy of Agreement to sale is as per the MAHARERA format. Except following points, they are as follows: -

RERA Model Draft	Changes in RERA Model Draft
i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. iv. Amount of Rs...../- (.....) (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.	Page no. 6 Point No. 1.c a) 10% of total consideration value prior to the execution of this agreement. b) 15% of total consideration value on completion of the plinth of the building. c) 7% of total consideration value on completion of 3rd slab d) 6% of total consideration value on completion of 6th slab e) 6% of total consideration value on completion of 9th slab f) 6% of total consideration value on completion of 12th slab g) 6% of total consideration value on completion of 15th slab h) 3% of total consideration value on completion of 16th slab i) 3% of total consideration value on completion of 17th slab j) 3% of total consideration value on completion of 18th slab k) 5% of total consideration value after completion of walls,

v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the	internal plaster, doors and windows of the building. l) 5% of total consideration value on completion of sanitary fittings, stair cases, lifts wells, lobbies up to the floor level of said apartment. m) 5% of total consideration value on completion of the external plumbing and external plaster, elevation and terraces with proofing of the building. n) 5% of total consideration value on completion of lift, water pumps, electrical fittings, and entrance lobby, plinth protections, paving of areas and etc. o) 5% of total consideration value on possession.
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said Apartment is located. viii. Balance Amount of Rs...../-(.....) 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.	
6. The Promoters shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20 _____.	Page no.9 Point no 6.The Promoters shall give possession of the Apartment to the Allottee on or before _____ day of _____ 20 _____. PROVIDED THAT, the Allottee has paid to the Promoters/Developers, the entire amount of consideration as agreed upon hereinabove in these presents (including his proportionate share of taxes levied by the concerned local authorities and other local outgoings) and further has performed and complied with all the covenants, stipulations, terms and conditions herein contained, and on his part to be performed and complied.
Not In RERA DRAFT	Page no. (page no. 11) Point no. 9. The Promoters/Developers hereby

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declare that, the Floor Space Index available as on date in respect of the said land is 9667.32 Sq. Mtrs. only, and the Promoters/Developers have obtained partial sanction of the area of 5845.24 Sq.Mtrs. The Promoters/Developers have disclosed the total Floor Space Index of 9667.32 Sq.Mtrs., as proposed to be utilized by him on the said land in the construction of the said project, and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of Apartment to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to the Promoters only.

10. Incase promoter/developer decides that any one of the societies to be dissolved then the other society shall remain in force and in case both the societies decided to be

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dissolved to form new society
 in such case all the original
 members of the old societies
 shall come together and form
 new society. That the existing
 members of _____
 COOPERATIVE HOUSING
 SOCIETY would admit Allottee
 along with other Allottee as
 new members in the newly
 constructed _____ CHS
 which is already formed and
 registered with registrar of
 society and the newly
 constructed/redeveloped
 building to be known by name
 _____ **COOPERATIVE**
HOUSING SOCIETY LTD., for
 this purpose also the Allottee
 from time to time shall sign
 and execute the application for
 registration and /or
 membership and other papers
 and documents necessary for
 the registration or admission
 of new allottees as members of
 the society including the bye -
 laws of the society and duly fill
 in, sign and return to the
 Promoters /Developers within
 7 days. No objection shall be
 taken by the Allottee if any
 changes or modifications are

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made in the draft bye – laws of 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.

Page No. 12 Point no 14

14. If additional amenities are required by the Allottee/s then in that event the Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoters /Developers or the Architect of the Promoters /Developers and his decision shall be final and binding.

Page no. 13 Point no 14b The Allottee/s agrees that he / they along with the other Allottee of the Apartment will not charge anything from the Promoters /Developers or its nominees or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of terrace, compound, display of advertisement or hoardings etc.

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Page no.13 Point no 14.c It is agreed between the parties that the Promoters /Developers shall only pay the municipal taxes for the unsold Apartments and shall not pay any maintenance charges, water charges, electricity charges, service charges etc. and the Promoters /Developers shall have a right to sell the Apartment to any prospective buyer and the said buyer shall become the member of the society without paying any transfer premium or any other charges to the society.

Page no. 16 Point no 16).xii) The Allottee shall not do or permit or be done any act or thing which renders void or voidable any insurance of the project land and building or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.

Page no. 18 and Point no. 29

29.It is clearly understood and so agreed by and between the parties hereto that all the

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

30.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 there under 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.

31.Both the parties hereto agree

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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.

32. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO

- a. Private terrace in front of each Apartments or attached to the terrace Apartments shown in the plan becomes the sole ownership of that Apartments Allottee.
- b. The Promoters /Developers shall have a right on the unsold

Not In RERA DRAFT	Apartments even after formation and registration of society. Page No. 19 c. The Promoters /Developers shall have exclusive right over balance F.S.I. of the Project land, if any, or if before the conveyance is executed, any additional or increase in F.S.I. of the said property and shall have a right to construct the said F.S.I. on the existing building as per the sanctioned plan and permission of local authorities. d. The Promoters /Developers shall have a right to use or obtain T.D.R. of other property and to use the same in the said property or above the said building with the sanction and permission of Kalyan- Dombivali
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Not In RERA DRAFT	Municipal Corporation till the conveyance of the property is executed and registered in favour of the co - operative housing society to be formed in future. 33.The Promoters /Developers shall not be responsible for the consequences arising out of change in Law or change in Municipal and other Laws, Rules, Regulations etc. 34.It is brought to the notice of the Allottee/s that the electric meters of the Apartment as well as water meters are obtained in the name of the Promoters /Developers and the Allottee/s or their society shall get the same transferred in their favour and the Promoters /Developers shall grant no objection for transfer as and when required. 35.The Allottee/s has seen the layout of the proposed building and has agreed and understood the common amenities like
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common road, drainage, sewerage, water pipe lines, street light etc. shall be the common property and shall be available for common use by all the Allottees of premises in the building and all the Allottee/s of premises and different common organizations shall have unrestricted right of way in common spaces, road, pipe lines, telephone and electric cable, drainage etc.

36.The Allottee/ s shall be responsible for increase / additional municipal taxes that may be levied by reason of the user of any permitted tenancy or leave and license agreement in respect of the Apartment allotted to the Allottee.

37.After the possession of the premises is handed over to the Allottee / s, if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipality or any other

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statutory authority the same shall be carried out by the Allottee in co - operation with the Allottee of other premises in the said building at his own cost and the Promoters /Developers shall not be in any manner be liable or responsible for the same and for any damage caused to the building.

38.The Allottee hereby declares and confirms that he / she have entered in to this agreement after reading and after having understood the contents of the aforesaid deeds, documents, writings and papers and all disclosures made by the Promoters /Developers to the Allottee/s and with full knowledge and information thereof and subject to the terms, conditions and stipulations imposed or which may hereafter be imposed by the Municipal Corporation and all other concerned Government bodies and authorities and also subject to

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the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilize, consume and exploit the entire balance and additional floor space index available on the said property as entire transferable development rights as may be permissible by Law.

39. All terms, conditions and covenants of this agreement, including the powers, authorities, permissions and covenant given by the Allottee/s to the Promoters / Developers herein shall remain valid, operative, binding, continuous, subsisting, irrevocable and in full force and effect even after the occupation / possession of the said premises is handed over to the Allottee/s under the possession of the said building is handed over to the said organization and the deed of conveyance / assignment /

Not In RERA DRAFT	lease or any other transfer document is executed. Page no. 20 Para no. 40 Any delay tolerated or indulgence shown by the Promoters in enforcing the terms and conditions of these presents or forbearance or giving of time to the Allottee by the Promoters shall not be construed as a waiver on the part of the Promoters of any breach or non-observance of any of the terms and conditions of this agreement by the Allottee, nor shall the same in any manner prejudice the rights of the Promoters.
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For Radhika Construction Co.


Girish Shrikrishna Marathe
Partner

Date: -20/02/2024

