

Corporate Office : Shishodia Sadan, Kasturi Apartment-III,
Behind Sampada Hospital, Mahasoba Maidan, Kalyan (W).
Site Add.: Near Shree Complex & Venkatesh Park, Adharwadi, Kolivali, Kalyan (West).
Email : shishodiarealtors13@gmail.com Cell : 9004421177 / 9320726283



Date :- 09-05-2024

TO WHOMSOEVER IT MAY CONCERN

SELF DECLARATION REGARDING WITH RESPECT TO THE AGREEMENT FOR SALE

I, Jagatvirsingh Shishodia am developing "Shishodia Arcade C Wing" (hereinafter referred to as "the Premises") on all that piece and parcel of land lying, being and situate at village Kolivali, Taluka Kalyan, District Thane bearing Survey No. 9 Hissa No. 2D/2 within the limits of Kalyan Dombivali Municipal Corporation.

I declare that there is no deviation with respect of Agreement for Sale of the project.

However, following Additional Clauses have been added in the Agreement for Sale :-

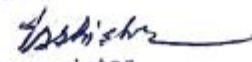
16. The Promoters shall be entitled to sell the premises in the said building for the purpose of using the same as bank, dispensaries, nursing homes, maternity homes, coaching classes and for other non-residential purpose and the Purchaser herein along with the other Purchasers shall not raise any objection for such non-residential use of the premises sold by the Promoters to the intending Purchasers.

17. The Purchaser has seen the layout of the proposed building and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said buildings and accordingly the Purchasers of the premises in the said buildings and the different common organisation will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc.

18. The Purchaser shall be responsible for 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 premises allotted to the purchaser.

19. It is hereby agreed that the Promoters shall be at liberty to amalgamate and / or combine one or more plots of land adjacent to the said land and get the plan of the proposed building/s to be constructed on the land so amalgamated / combined sanctioned from the planning authority and in such event form and get registered cooperative housing society of all the flats purchasers in the said buildings and the Purchaser herein shall not, in any manner

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object the said right of the promoters. It is further agreed that in such event (purchasers of the adjacent land for the purpose of development) the Promoter shall be at liberty and / or entitled to grant a right of way from or through the said land for approaching (or of the better approach) to the adjacent lands those would be acquired with a view to developing them and the Purchaser herein shall not object the said right of the Promoter in any manner.

20. The Purchaser/s hereby declare and confirm that he / she have entered into this agreement, after reading and having understood the contents of the aforesaid agreements, devolutions of title, building permissions, deeds, documents, writings and papers and all disclosures made by the Promoter to the Purchaser/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 concerned town planning authority and all other concerned government bodies and authorities and also subject to the Promoter's right to make the necessary amendments, variations, modifications and / or changes therein and their right to avail, use, utilise, consume and exploit the entire balance and additional floor space index available on the said property as well as the transferable development rights as may be permissible by law and other benefits in F.S.I. on the said land.

21. The Promoters have brought to the clear notice and knowledge of the Purchaser that during the course of construction and till the date of transferring the said land and the building to the cooperative housing society or any corporate body as the case may be, the Promoter may seek and obtain financial assistance and cash credit facilities from any banks or financial institution by creating charge and mortgage on the construction and / or said property or any part thereof and the Purchaser shall not raise any objection or obstruction to such creation of charge, mortgage and raising the finance by the Promoter. The Promoter agree and undertake that such charge, mortgage shall be cleared by the Promoters as per the rules and regulations of the said bank or financial institution and the Promoter shall obtain necessary consent and no objection for sale and transfer of the flat premises as intended to be acquired by the Purchaser under this present from such bank or financial institutions so as to effectuate the legal and perfect transfer of the said premises in favour of the Purchaser herein, and the Promoter further declare that they shall at all material times clear the said charge, mortgage of the said bank or financial institution and shall deduce clear and marketable title to the said premises and the said entire property.

22. It is expressly agreed that the Promoter shall be entitled to put a hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoter and for the purpose Promoter is fully authorised to allow temporary or permanent construction or erection in installation either on the exterior of the said building or on the property as the case may be and the Purchaser agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance. The Promoter or his nominees shall be exclusively entitled to the income that may be derived

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by display of such advertisement or installation of cable network or mobile phone station, at any time hereafter. The Purchaser shall not be entitled to any abatement in the price of the said premises or to object to the same for any reason and shall allow the Promoter, his agents, servants etc., to enter into the said property including the terraces and other open spaces in the building for the purpose of putting and / or preserving and / or maintaining and / or removing the advertisements and / or hoardings, neon lights or such installations etc., The Promoter shall be entitled to transfer or assign such right to any person or persons whom they deem fit and the purchaser shall not raise any objection thereto.

24. Notwithstanding any other provisions of this agreement the Promoters have disclosed and brought to the knowledge of the Purchaser that it shall be at the sole and absolute discretion of the Promoters :

- i. to form a separate/combined co-operative housing society or limited company or condominium of Premises or any other body or bodies of Purchasers to be formed and constituted.
- ii. to decide and determine how and in what manner the infrastructure including the common areas and amenity space, recreation garden, all other open spaces, layout or internal roads if any may be transferred and/or conveyed/ assigned/ leased.
- iii. to provide for and incorporate covenant and restriction and obligations with regard to the provision of maintaining the infrastructure and common amenities including garden and roads as well as garden attached to the ground floor flats, if any.
- iv. to decide from time to time to what extent the building/s along with land appurtenant to its transferred to the respective body formed.
- v. to decide from time to time when and what sort of document of transfer should be executed.
- vi. to grant of right of access/way from and through the said property to the adjacent buildings and plots as well as the easement rights of the said property.
- vii. to form a apex body of all the cooperative housing societies to be formed in the said scheme of construction and to convey the said land and the building to a apex body.
- viii. to execute the conveyance of the said property and such conveyance and transfer of land will not be equivalent to the floor space index consumed in the construction of the building situated on the said land conveyed in favour of the society/ies.

and the Purchaser has clearly understood the same and shall not raise any objection, claim hindrance and obstruction to the rights, options and discretion as reserved by the Promoter herein

25. The Promoters have shown the layout of the entire property to the Purchaser and it is agreed and understood by and between the parties that taking into consideration the sanctioned layout the Purchaser covenant with the Promoters as under :-

- i) that as per the sanctioned plans and permissions, the open spaces are to be strictly kept unencumbered and unobstructed.

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- ii) fencing, partition, retaining walls will not be constructed between the buildings.
- iii) Cable/drainage/telephone lines etc., should be allowed in open space of the building undertaken for development.
- iv) common amenities and the estimate thereof as well as proportionate share thereto shall be ascertained by the Architect of the Promoter.
- v) the execution of the external compound wall will be as per the design and specification of the architect of promoters and the elevation of the buildings shall not be changed or altered.
- vi) each building shall be maintained in good and proper condition along with the unobstructed right of access.
- vii) the Promoter shall have the option to form a separate co-operative housing society of the buildings undertaken for development and such society will become the member of the Apex Society of the said entire layout and the conveyance of the entire layout will be executed in favour of such Apex Society and no separate conveyance will be executed in favour of any society.
- viii) it is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoters have acquired the development rights of the land as described in the Schedule hereunder written however due to the certain reservations and / or set backs the area to be handed over and conveyed to the cooperative housing society and / or the corporate body will not be equivalent to the area of construction availed in the said buildings constructed on the said available land and the Purchaser herein will not raise any objection, hindrance or obstruction such execution of the conveyance and such execution of conveyance shall be executed taking into consideration the entire buildings constructed in the said property along with the right and interest in the common open spaces, playground etc.,

26. It is clearly brought to the notice of the Purchaser herein and the Purchaser herein is clearly made aware that the Promoter are well and sufficiently entitled to develop the said property as well as to the infrastructural work and recreation garden pertaining to the said wings / buildings wings in the entire scheme of construction, to sell the flats and units therein contained, form cooperative housing societies, condominium of apartment owners and / or any other corporate body and to transfer the said property and every part thereof by executing the deed of conveyance, assignment deed and / or any transfer deed as per the provisions of law.

27. The Promoter has clearly brought to the notice and knowledge of the Purchaser that the Promoter shall construct wing C in the said scheme of construction by revision of plans thereby using, utilizing and consuming the entire balance potentiality of the floor space index transferable development rights, incentives and increases in floor space index as may be granted from time to time on the entire property as mentioned in the First Schedule and that there will be changes, modifications, further expansions, amalgamation of the adjacent lands in the scheme of construction and its present and future course of the scheme of development on the said property and / or the adjacent property in the manner herein recited and the

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