

TRITONIA BUILDCON & INFRA PRIVATE LIMITED

CIN: U74999MH2016PTC284764

Regd. Off. : S No.334, Ideal Park, 1st Floor, Seven Eleven Mansion, Near Deepak Hospital , Mira Bhayander Road, Mira Road (E) THANE MH 401105

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REAL ESTATE PROJECT NAME : MAN MANDIR BUILDING NO. 1&2

NAME OF PROMOTER : M/s. TRITONIA BUILDCON & INFRA PVT. LTD

Dated 29th December, 2023

Subject: Deviation Report with respect to model form of Agreement for Sale (Model Agreement) and the Proforma Agreement for Sale to be executed between the Promoter and Allottee/s (Promoter AFS).

1. We, M/s. TRITONIA BUILDCON & INFRA PVT. LTD , hereby declare that there are no deviations / modifications to the non — negotiable clauses prescribed under MahaRERA order No. 38/2022. Relevant clauses in the Promoter AFS for the non-negotiable clauses are Clause 1, 1(g),3, 4.2, 6,7.4,9,9.1,9.2.

2. Further, we hereby declare that the following are deviations/modifications in the Promoter AFS vis-à-vis Model Agreement as per Rule 10(1). Part A consists of the clauses wherein the deviation in Model Agreement Clauses are highlighted in yellow colour in Column "Deviation / Modification Clause in the Promoter AFS" and Part B consists of additional / new clauses alongwith its page no's of Promoter AFS.

For TRITONIA BUILDCON & INFRA PVT. LTD,

DIRECTOR
SHRI YASH KISHOR KOTHARI
Director

TO WHOMSOEVER IT MAY CONCERN

This is to state that the deviation clauses of Agreement for Sale as per MAHA RERA Rule 10(1) of MAHA RERA Rules in respect of Project known as "MANMANDIR"

PART: A : *Clauses with deviation / modifications*

Clause No.	Clause in Model Agreement	Clause No and Page No.	Deviation/ Modification Clause in Promoter Agreement for Sale
7.3	Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] 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 [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within	7.3 Page No.32	Failure of Allottee to take possession of Flat – Upon receiving a written intimation from the Promoter as per Clause 8.1, the Allottee shall take possession of the flat 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 flat to the Allottee. In case the Allottee fails to take possession within the time provided in Clause 8.1, such Allottee

	the time provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.		shall continue to be liable to pay maintenance charges as applicable and in the event, the Allottee fails to pay the maintenance charges on or before due date, the Promoter/Society shall charge the interest @ _____% per _____ on the maintenance charges.
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PART: B : *Additional / new Clauses in Promoter AFS with Page Nos.*

Sr. No.	Clause No.	Page No.	Details of Deviation clause
1	49	16	The Promoter hereby represent that there is a potentiality of loading additional F.S.I. on the said building and as such, the Promoter is in the process of availing additional F.S.I. to load the same on the said building.
2	2	27	In addition to the purchase price of the said flat, the Allottee shall contribute a sum of Rs. _____/- (Rupees _____ Only) towards the club house and other amenities to be provided by the Promoter in the layout of the said property and same shall be paid by the Allottee to the Promoter at the time to taking over the possession of the said flat from the Promoter and same shall be a condition precedent for handing over the possession of the flat by the Promoter to the Allottee in the said building.
3	4	29	If the Allottee makes delay in making the payment of the said flat then in that case 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.

4	9.4	34	The Allottee hereby agree, confirm and place on record that after formation and registration of the society of the said building, the Promoter shall have exclusive right to sell the unsold flats and other premises to the prospective purchasers thereof by executing agreements to that effect and till then, the society shall not be entitled to claim the maintenance charges of unsold flats and other premises in the said building either from the Promoter or the prospective purchasers thereof. However, in the event, the Promoter let out the unsold flats to any person or persons on leave and license basis, the Promoter shall be liable to pay the maintenance of the unsold flats to the society.
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