BHAIRAV SMILE
INFRAPROJECTS

To,
MAHA RERA
House fine Bhavan, Near RBI,
Plot No. C 21, E Block, Bandra Kurla Complex
Bandra Kurla East, Mumbai 400 051

Sub: Deviation Report with respect to the model form of Allotment Letter for the Property being all that piece or parcel of developed plot bearing Cluster Plot No.810, RSC-5, Survey No. 41, admeasuring about 2173.50 Sq.mtrs. of Village - Charkop, Taluka – Borivali, Dist.-Mumbai Suburban situate at Sector -8, Kandivali (West), Mumbai – 400 067.

Sir,

We hereby declare that the following are deviations/modifications in the Allotment Letter to be executed by the Developer with the Allottee/s vis a vis Model Form of Allotment Letter as per Section 4(2)(g).

The deviation in Model Form Clauses is highlighted in yellow colour in Column "Deviation Clause in Developer Allotment Letter", rest of additional clauses of Developer' Allotment Letter are highlighted in Grey colour in column "Deviation Clause in Developer Allotment Letter" and deleted clauses of Developer' Allotment Letter are highlighted with ~~deleted~~ strike out in column "Deviation Clause in Developer Allotment Letter". Reason for all the deviations in the Allotment Letter is due to the Project requirement.

Sr. No.	Clause in Model Agreement	Clause No	Deviation Clause in Co-Promoter Allotment Letter
1		Recital 1b	The Carpet Area of the said premises/unit is _____ square feet RERA Carpet area and Exclusive Areas of the said premises/unit is _____ square feet RERA Carpet area ("Total Area"). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Flat/ office/ Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and

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bhairavsmileinfraprojects@gmail.com
D-11, Plot No. 804, Sector No. 8, Charkop, Kandivali (West), Mumbai - 400 067.

<table>
<tr><td></td><td></td><td></td><td>exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/ office/ Shop and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s and other areas appurtenant to the said premises/unit for exclusive use of the Allottee/s.</td></tr>
<tr><td>2</td><td>In case you desire to cancel the booking an amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking
<table>
<tr><td>Sr. No.</td><td>If the letter requesting to cancel the book in is received,</td><td>Amount to be deducted</td></tr>
<tr><td>1</td><td>within 15 days from issuance of the allotment letter;</td><td>Nil;</td></tr>
<tr><td>2</td><td>within 16 to 30 days from</td><td>1% of the cost of</td></tr>
</table></td><td>Recital 9</td><td>In case you desire to cancel the booking an amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 90 days from the date of receipt of your letter requesting to cancel the said booking
<table>
<tr><td>Sr. No.</td><td>If the letter requesting to cancel the book in is received,</td><td>Amount to be deducted</td></tr>
<tr><td>1</td><td>within 15 days from issuance of the allotment letter;</td><td>Nil;</td></tr>
<tr><td>2</td><td>within 16 to 30 days from issuance of the allotment letter;</td><td>10% of the cost of the said flat</td></tr>
</table></td></tr>
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		issuance of the allotment letter;	the said flat		
	3	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said flat		
	4	after 61 days from issuance of the allotment letter.	2% of the cost of the said flat		
				3	within 31 to 60 days from issuance of the allotment letter;	15% of the cost of the said flat
				4	after 61 days from issuance of the allotment letter.	20% of the cost of the said flat
3	Execution and registration of the Agreement for Sale 1. You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding. 2. If you fail to execute the agreement for sale and appear for registration of the same before the	Recital 12	Execution and registration of the Agreement for Sale 1. Firstly, you shall sign and deliver Agreement for Sale 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 you and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by us. ~~You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.~~ 2. If you fails to execute and		

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	interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.		~~refunded within 15 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.~~
4		Recital 14	You have agreed and confirmed that you shall not create any third party right on the said unit nor shall you be entitled to sell the said unit without our prior permission
5		Recital 15	You have inspected the approved plans and the title documents of the property; however, we are entitled to modify the plans as required by MHADA in compliance with the provision of RERA.
6		Recital 16	You hereby give yours no objection, to seek extensions or obtain new certificate for completion of the said project from i.e. Maharashtra Real Estate Regulatory Authority and also for amendment of existing I.O.A., C.C.

Yours Faithfully,
M/S. Bhairav Smile Infraprojects

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Authorized Signatory

Date :- 18/05/2024
Place :- MUMBAI