BHAIRAV SMILE INFRAPROJECTS

bhairavsmileinfraprojects@gmail.com

D-11, PLOT NO 804, CHARKOP SAI LOCHAN CHS LIMITED, SECTOR NO 8, CHARKOP, NEAR TARZAN POINT, KANDIVALI WEST, MUMBAI 400067.

Date :- 11/09/2023

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Subject:- Deviation Report on Agreement for sale the project named **OCEAN BREEZE** with CLUSTER NO 810, RSC 5, S. NO. 41, MHADA LAYOUT, AT CHARKOP, KANDIVALI (WEST), MUMBAI - 400067.

Deviation Clause

<table>
<tr><th>Clause no as per our draft</th><th>Actual clause</th></tr>
<tr><td>5</td><td>
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<tr><th>Sr. No.</th><th>Stage of Payment</th><th>Amount (Rs.)</th></tr>
<tr><td>1</td><td>On booking</td><td>10%</td></tr>
<tr><td>2</td><td>Within 30 days of execution of the agreement</td><td>20%</td></tr>
<tr><td>3</td><td>On completion of plinth</td><td>15%</td></tr>
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		4	On completion of 1st slab	2%	
		5	On completion of 2nd slab	1%	
		6	On completion of 3rd slab	1%	
		7	On completion of 4th slab	1%	
		8	On completion of 5th slab	1%	
		9	On completion of 6th slab	1%	
		10	On completion of 7th slab	1%	
		11	On completion of 8th slab	1%	
		12	On completion of 9th slab	1%	
		13	On completion of 10th slab	1%	
		14	On completion of 11th slab	1%	
		15	On completion of 12th slab	1%	

		16	On completion of 13th slab	1%	
		17	On completion of 14th slab	1%	
		18	On completion of 15th slab	1%	
		19	On completion of 16th slab	1%	
		20	On completion of 17th slab	1%	
		21	On completion of 18th slab	1%	
		22	On completion of 19th slab	1%	
		23	On completion of 20th slab	1%	
		24	On completion of 21st slab	1%	
		25	On completion of 22nd slab	1%	
		26	On completion of 23rd slab	1%	
		27	On completion of internal plaster	10%	

		28	On completion of plumbing, flooring and electrical work	10%
		29	On completion of external plaster	5%
		30	On possession	5%
14	(i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.			
24	**ENTITLEMENT OF THE ALLOTTEE TO RAISE LOAN:** The Allottee/s is/are, at his/her/their sole risk, liability and responsibility, free to raise a loan from any financial institution or bank, for acquiring the said premises by offering the rights of the Allottee/s hereby created, as a security. However, such loan should be strictly personal to the Allottee/s and the right of the Developer to receive the balance Purchase Price and other sums as hereunder provided from the Allottee/s, shall override the rights of the financial institution / bank / organization / employer in respect of the loan so availed of by the Allottee/s. No sum of such loan will be disbursed to the Allottee/s till the entire amount of Purchase Price is received by the Developer and till the Developer has received all other amounts hereunder receivable by the Developer from the Allottee/s. The repayment of the loans, interest and other charges on such loan shall be the sole responsibility of the Allottee/s. Once the Allottee/s			

	has/have paid the full Purchase Price as payable under this Agreement and other amounts hereunder agreed to be paid by the Allottee/s and has/have taken possession of the said premises, thereafter due to non-payment of the loan by the Allottee/s, the recourse available to the financial institution would be only against the said premises and against the Allottee/s personally and not against the said property, the Proposed Building or any one of them or any of the other premises in the Proposed Building, and not against any other assets/rights of the Developer.
26	(v) That there is inadequate maneuvering space of car parking's and Allottee/s will not make any complaint to M.C.G.M./MHADA/Developer in this regard in future
27	The Allottee/s and/or the Society shall follow and comply *inter alia* all applicable rules, regulations, conditions, etc. imposed by all the laws, statutes, boards and policies, inter alia such as **a.** Water (Prevention and Control of Pollution) Act 1974 **b.** Air (Prevention and Control of Pollution) Act 1981 **c.** Environment (Prevention and Control of Pollution) Act 1986 **d.** H.W. (M & H) Rules **e.** Maharashtra Pollution Control Board

	f. Public Liability (Insurance) Act, 1991 **g.** Maharashtra Regional and Town Planning Act,1966 **h.** Maharashtra Land Revenue Code **i.** DC Rules, and all concerned laws applicable for time being in force etc. and notifications, circulars there under published by concerned government authorities / departments. Provided further that where the Developer is required to carry out certain obligations under any of the aforesaid Acts the Allottee/s and the Society, shall co-operate and compensate the Developer against the expenses as may incurred by the Developer for such compliance.

For M/S BHAIRAV SMILE INFRAPROJECTS



Partner

Date:11.09.2023