

To,

Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai 400-051.

Date :- 31/10/2023

Subject: Deviation Report on Agreement for sale the project named Bali Serenity,
CTS No. 638, 638/1 To 638/12, Village Pahadi Goregaon West, Plot No.163,
At Jawahar Nagar, Road No. 2, Goregaon (W), Mumbai – 400104.

Deviation Clause

Clause no as per our draft	Actual clause
1.(c)	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs (Rupees Only) in the following manner :- - Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement - 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. - 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. - 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. - Amount of Rs...../-(.....) (not exceeding 80% of the total

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	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 said Apartment is located. 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
27.	27. The parties further agreed that there are deficiencies in open spaces surrounding the building, the details of which are explained to the allottee/s by the promoter and allottee/s confirms the same and accordingly allottee/s hereby agrees and confirms as follows : a. The said New Building is deficient in open space and /MCGM will not be liable for the same in future. b. Allottee/s have no objection for the neighbourhood development with deficient open space in future; c. Allottee/s shall not hold Promoter/MCGM liable for failure of mechanical car parking system and lift in future; d. Allottee/s shall not hold Promoter/MCGM liable for proposed inadequate/sub-sizes of rooms in future and complaints of whatsoever any to MCGM in this regard in future and proper precautions and safety measures shall be taken to avoid any mishap and the damages occurs due flooding in pit if any and maintenance of mechanized parking system shall be done regularly; e. That there is inadequate manoeuvring space for car parking and Member will not complaint to /MCGM in this regard in future; and f. That the Allottee/s shall not held Promoter/MCGM liable for any mishap due to provision of additional height of stilt for provision of 3 level pit

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	plus stack type parking; g. Allottee/s shall not misuse the area of mid landing allowed in stilt. h. That the dry and wet garbage shall be separated and the wet garbage generated in the building shall be treated separately on the same plot by residents/ occupants of the building in the jurisdiction of MCGM
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For BALI SPACES LLP

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Partner

Partner



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