<u> BAYOU? INVESTMENT? PVT. LTD.</u>



B/702, Citiscape CHS. Ltd., A.K. Road, Andheri (East), Mumbai- 400 059.

Tel.: 4005 2272/ 2837 3314/ 2839 1883 • Fax :40150272 • Mobile: 98202 14160

Email ID: basonsnirmal@yahoo.in • PAN No. AABCB4095L

CIN No. U65993MH2000PTC124639

Date: 18th January 2023

To, Maharashtra Real Estate Regulatory Authority,3rd Floor, A-Wing, Slum Rehabilitation Authority,
Administrative Building, Anant Kanekar Marg,
Bandra (East), Mumbai – 400 051.

Dear Sir / Madam,

SUB: <u>Deviation Report for Agreement For Sale</u>

RE: CITI NEST Project, Plot No. 28, CTS No. 292, 292 / 1 to 3, Village

Kondivita, J. B. Nagar, Andheri – East, Mumbai – 400 059.

In view of the Deviation Report for Agreement For Sale, we, **M/s. Basons Investments Private Limited**, the Promoters, hereby declare that the following are the deviations in agreement for sale:

Payment Schedule:

Sr. No.	Stage of Work	<mark>%</mark> Payable	Amount (Rupees)
1	Before Registration of this Agreement	<mark>10%</mark>	
<mark>2</mark>	To be paid on or after or the execution of Agreement	<mark>15%</mark>	
<mark>3</mark>	At the Time of Completion of New Plinth	<mark>15%</mark>	
4	On Completion of the First Top Slab	<mark>5%</mark>	
<mark>5</mark>	On Completion of the Third Top Slab	<mark>5%</mark>	
<mark>6</mark>	On Completion of the Fifth Top Slab	<mark>5%</mark>	
<mark>7</mark>	On Completion of the Seventh Top Slab	<mark>5%</mark>	
<mark>8</mark>	On Completion of the Nineth Top Slab	<mark>5%</mark>	
<mark>9</mark>	On Completion of the Eleventh Top Slab	<mark>5%</mark>	
<mark>10</mark>	On completion of the walls, internal plaster, floorings doors and windows of the said Flat	<mark>5%</mark>	
11	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat	<mark>5%</mark>	
12	On Completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said Flat	<mark>5%</mark>	
<mark>13</mark>	On Completion of the lifts, water pump, electrical fittings, electro, mechanical and environments	<mark>10%</mark>	

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	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 Flat		
14	At the Time of Handing over Possession of the said Flat	<mark>5%</mark>	
	TOTAL	<mark>100%</mark>	

The Allottees' agrees to contribute towards the Maintenance Corpus Fund, in case the Allottee/s of the various Flats in the said Building mutually decide to create a Maintenance Corpus Fund for upkeep and maintenance of the New Building to be constructed. It is also agreed that such Maintenance Corpus Fund shall be at least Rs. _____/- per sq. ft. (RERA Carpet Area). Accordingly, the Allottee/s shall pay and contribute a sum of Rs. _____/- (Rupees ______ Only), for and towards the Maintenance Corpus Fund, before taking the possession of the New Flat agreed to be allotted by these presents.

The Developers is contemplating to provide a Fitness Centre / Recreation Centre on the said property for the use and benefit of the Allottee/s of the Flat in the said building, if so, permitted by the MCGM and other concerned authorities, subject however to the willingness of the Allottee/s of the Flat in the said new building. In such event, the Allottee/s agrees and undertakes that the Allottee/s shall pay and contribute a sum of Rs. _____/- (Rupees _____ Only) as nonrefundable deposit to the Developers towards the said Fitness Centre / Recreation Centre. The Allottee/s shall be entitled to the use of the facilities to be provided in the said Fitness Centre / Recreation Centre. The Allottee/s shall in addition to the aforesaid non-refundable deposit pay regularly to the Developers every month a sum of Rs. /- (Rupees Only) (which shall form part of the monthly outgoings) towards the said Fitness Centre/Recreation Centre. The said Fitness Centre / Recreation Centre shall be maintained by the Developers till Full Occupation Certificate is issued by MCGM. Thereafter, the said Fitness Centre / Recreation Centre shall be maintained and managed by the Confirming Party and the Allottee/s shall continue to pay the monthly charges towards the said facilities to the Confirming Party. The said facilities shall be available for the use of the members of the families of the Allottees and purchasers of the Flats in the said building and shall be subject to such rules and regulations as may be determined by the purchasers of the Flats.

The Developer has brought to the notice of the Allottee that there is Open Spaces Deficiency for which the MCGM shall not be held responsible in the future.

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The Allottee agrees and undertakes that the Allottee shall separate the dry and the wet garbage and the wet garbage shall be treated separately on the same plot by all the Allottees in compliance of MCGM Circular No. CHE/DP/00024/Gen. dt. 02/04/2016.

The Allottee shall not raise any No Objection in future in relation to development in the neighbourhood which may have deficiency in open space.

The Allottee records and confirms that the Allottee has perused the IOD Conditions and Undertakes to abide by the same to the extent they are applicable to the Allottee. The Allottee has also been informed that the Developer has given certain undertakings in relation to the development of the said plot to MCGM, which shall also be binding on the Allottees, or the association of the Allottees to the extent it is applicable to the holders of the premises or flat in the said building.

The Allottee confirms that the Prospective Society / Association of all Allottees / Buyers will preserve and maintain the following documents:

- a. Ownership Documents
- b. Copies of IOD, CC, Subsequent Amendments, OCC, BCC, and corresponding mounted Plans.
- c. Soil Investigation Reports
- d. RCC Details and Structural Drawings
- e. Structural Stability Certificate from Structural Consultant
- f. Supervision Certificate from Site Supervisor
- g. Building Completion Certificate from Architect
- h. NOC and Completion Certificate issued by the CFO
- i. Fire Safety Audit carried out as per CFO Requirement.

The Allottee alongwith the other Allottees shall also preserve and maintain the subsequent periodical structural audit reports, and structural repair history.

The Allottee alongwith the other Allottees hereby agrees to carry out Fire Safety Audit as per CFO requirement, from time to time through the Authorized Vendor of MCGM.

The Prospective Society / Association shall also carry out necessary repairs / Structural Audit / Fire Audits at regular intervals.

The used of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this agreement to any person or persons or circumstances except as the context otherwise permits.



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Stamp Duty and Registration: The charges towards stamp duty and Registration of this Agreement shall be borne by the Developer.

Kindly place the abovementioned details on your records and do the needful.

Thanking you,

Yours faithfully, For Basons Investments Pvt. Ltd

Mr. Nirmal Kumar Bathwal Director