

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 15/10/2024

Subject:- Deviation Report on Agreement for sale the project named EMPIRE FAIRMONT located at CTS NO. 157/2 OF VILLAGE MANDEPESHWAR AT BORIVALI (WEST) MUMBAI-400103.

Deviation Clause

Clause no as per our draft	Actual clause																											
2	d. The Allottee hereby agrees to pay to the Promoters the Consideration in the following manner: <table><tr><th colspan="3">PAYMENT SCHEDULE</th></tr><tr><th>STAGES</th><th>MILESTONES</th><th>% OF FLAT VALUE</th></tr><tr><td>1</td><td>ON BOOKING</td><td>10%</td></tr><tr><td>2</td><td>On completion of excavation</td><td>15%</td></tr><tr><td>3</td><td>On completion of Plinth</td><td>20%</td></tr><tr><td>4</td><td>On completion of 1st RCC Slab</td><td>5%</td></tr><tr><td>5</td><td>On completion of 3rd RCC Slab</td><td>5%</td></tr><tr><td>6</td><td>On completion of 5th RCC Slab</td><td>3%</td></tr><tr><td>7</td><td>On completion of 7th RCC Slab</td><td>3%</td></tr></table>	PAYMENT SCHEDULE			STAGES	MILESTONES	% OF FLAT VALUE	1	ON BOOKING	10%	2	On completion of excavation	15%	3	On completion of Plinth	20%	4	On completion of 1st RCC Slab	5%	5	On completion of 3rd RCC Slab	5%	6	On completion of 5th RCC Slab	3%	7	On completion of 7th RCC Slab	3%
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		8	On completion of 9th RCC Slab	3%
		9	On completion of 11th RCC Slab	2%
		10	On completion of 13th RCC Slab	2%
		11	On completion of 14th RCC Slab	2%
		12	On completion of Block Work, Internal Plaster, Door Frame, Window Marble	10%
		13	On completion of External Plaster, Internal Tile	5%
		14	On completion of External Plumbing, Water Pump, Staircase, Electrical Wiring	5%
		15	On completion of Lift, Sanitary Fitting	5%
		16	On Possession	5%
			Total	100%
7	e. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of residence. He/She shall use the garage or parking space only for purpose of keeping or parking vehicle. f. Upon completion of the New Building and receipt of the Occupation Certificate in respect of the New Building and subject to the Allottee/s having made payment of the entire consideration including all dues, outgoings to be paid hereunder, the Society shall admit the Allottee/s as members of the Society, subject to the Allottee/s agreeing to abide by the rules, regulations and bye-laws of the Society, and subject to the Promoters informing the Society to admit the Allottee/s as the member of the Society, together with a copy of this Agreement. The Allottee/s agrees to become a member of the Society and abide by the rules, regulations and bye-laws of the Society and to pay to the Society such amounts as may be payable by him/her/them from time to time, without recourse to the Promoters. The Allottee/s shall occupy the Premises subject to the rules and regulations and bye-			



laws of the Society. The Allottee/s shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. The Allottee/s hereby specifically confirms that he has read the bye-laws of the Society and agrees and undertakes to duly observe the same. It is expressly and specifically clarified, agreed, understood and confirmed by and between the parties hereto that the unsold flats and other premises from out of the Promoters Premises in the New Building shall at all times be and remain the absolute property of the Promoters and the Promoters may if they so desire, become member/s of the Society in respect thereof and the Promoters shall have full right, absolute power and authority, and shall be unconditionally entitled to deal with and to sell, let or otherwise dispose of the same in any manner and for such consideration, and on such terms and conditions as it may in its sole and absolute discretion deem fit and proper, to any person or party of its choice, and neither the Allottee/s herein, nor the Society shall object to or dispute the same. After the receipt of the Occupation Certificate, the Promoter shall be required to pay a fixed sum of Rs. _____/- (Rupees _____ Only) per month in respect of each unsold premises towards outgoings, maintenance and other charges by whatever name called and shall not be liable or required to bear and/or pay any other amount by way of contribution, outgoings, deposits, transfer fees. Charges and/or non-occupancy charges, donation, premium any amount compensation whatsoever to the Society/Apex body for the sale / allotment or transfer of the unsold areas or elsewhere, save and except the municipal taxes at actuals (levied on unsold premises).

- g. On the Promoters intimating to the Society the name or names of the Allottee/s or acquirer/s of such unsold flats, premises, etc., the Society shall forthwith accept and admit such purchaser/s and acquirer/s as their member/s and shareholder/s, and shall forthwith issue share certificate/s and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/ recovering from them any premium,



fees, donation or any other amount of whatsoever nature in respect thereof. The Promoters have informed the Allottee/s, and the Allottee/s is/are aware that the Allottee/s will be enrolled as a member(s) of the Society upon payment of requisite membership fees and share application money and compliance of the procedure of the Society.

- h. Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupation, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. The Allottee further agrees that till the Management of the Building is not handed over to the Society the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- (Rupees _____ Only) per month towards the outgoings to the Promoters. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the handover of the Project to the Resulting Society.

For M/s. EMPIRE REALTY

For EMPIRE REALTY


Partner

Partner

Date: 15/10/2024

