

To,

Maha RERA Authority,

6<sup>th</sup> floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date: - 15/04/2025

Subject: - Deviation Report on Agreement for sale the project named **LEGACY**

Located at): plot No. 716,717,718 & 721 C.T.S. No. 716, 717,718 & 721 situated at Shimpoli Road.

## Deviation Clause

Clause no as per our draft	Actual clause
1	The Parties hereby agree and confirm that what is stated in the Recitals hereinabove shall be deemed to form an integral part of this Agreement, as if the same are repeated herein verbatim.
2	<p>The buildings which are proposed to be constructed by the Promoter on Plot No.1 forming part of the said Property more particularly described in the First Schedule hereunder written will be residential cum commercial building comprising of Two Wings i.e. Wing-'A' consisting of Part Basement (for Tank &amp; Pump Room) + Ground Floor containing Commercial Shops, Electric Meter Room &amp; Servant Toilet + 1<sup>st</sup> Floor containing Nursing Homes + I.T. Office + Service Floor + 2<sup>nd</sup> to 5<sup>th</sup> &amp; 7<sup>th</sup> to 12<sup>th</sup> &amp; 14<sup>th</sup> to 19<sup>th</sup> Floors containing Residential Flats + 6<sup>th</sup> Floor containing Residential Flat + Society Office + Refuge Area and 13<sup>th</sup> Floor containing Residential Flat + Fitness Centre + Refuge Area, and proposed to be known as <b>"Trevi"</b> and Wing-"B" consisting of Part Basement (For U/G Tanks, Pumps Rooms &amp; Meter Room) + Ground Floor containing Commercial Shops + 1<sup>st</sup> Floor containing Offices + part podium Floor for car parking spaces + 2<sup>nd</sup> to 4<sup>th</sup> Podium Floors for 2 layer stack parking spaces + 5<sup>th</sup> Upper Stilt/Podium Floor level comprising entrance lobby, fitness centre etc. + 6<sup>th</sup>, 13<sup>th</sup> &amp; 20<sup>th</sup> Floor containing Residential Flat + Refuge Area + 7<sup>th</sup> to 12<sup>th</sup>, 14<sup>th</sup> to 19<sup>th</sup>, 21<sup>st</sup> to 24<sup>th</sup> Floor containing Residential Flats, and proposed to be known as <b>"The Legacy"</b> (hereinafter <b>"Trevi"</b> Building and <b>"the Legacy"</b> Buildings are collectively referred to as <b>"the said Buildings"</b>, wherever the context or meaning thereof so admit and confirm).</p> <p>Provided that the Promoter shall have to obtain prior consent in writing of the</p>





	Purchaser in respect of variations or modifications which may adversely affect the Premises of the Purchaser, except any alteration or addition required by the BMC or any other Government authorities or due to change in law.
3	The separate building proposed to be constructed by the Promoter on Plot No.2 which is also forming part of the said Property more particularly described in the First Schedule hereunder written will be a residential building comprising of Two Wings i.e. Wing-'A' consisting of Stilt (For Pit type stack parking) + 1 <sup>st</sup> to 9 <sup>th</sup> Floors containing Residential Flats + 10 <sup>th</sup> part Floor containing Residential Flat and Wing 'B' consisting Stilt for Stack Parking + 1 <sup>st</sup> to 6 <sup>th</sup> Upper Floors containing Residential Flats and Care Centre units (hereinafter referred to as <b>"the Rehab Building"</b> ), to be handed over by the Promoter along with Plot No.2 to the BMC, free of costs.
4	The Purchaser hereby confirms that he/she is aware that, while sanctioning the plans the BMC has granted the concessions for open space deficiencies and other concessions and thus the said plans are sanctioned by the BMC with open space concessions and other concessions. The Purchaser, therefore, hereby agrees and undertakes that the Purchaser shall not at any time in future object to the deficiency in joint open space as and when the development / redevelopment by the neighboring plot owners take place.
5	The Purchaser hereby further confirms that he/she/they is/are aware that, the Promoter is proposing to provide the Mechanical/Mechanized / Stack Car Parking System in the said Buildings. The Purchaser agrees and undertakes that he/she/they will not hold BMC liable for failure of the Mechanical/Mechanized / Stack Car Parking System in future and proper precautions and safety measures shall be taken to avoid any mishap and damages occurs due to flooding in pit if any and maintenance of the Mechanical/Mechanized / Stack Car Parking System shall be done regularly, after the Purchaser is put in possession of the Premises agreed to be purchased by him/her/them under this Agreement.
6	The said Buildings will be constructed by the Promoter in accordance with the building plans prepared by its Architect and sanctioned by the Concerned Authorities, from time to time, as aforesaid.
7	The Purchaser hereby agrees to purchase from the Promoter and the Promoter agrees to sell to the Purchaser <b>Shop / Unit / Flat bearing No. ...., admeasuring ..... Square Meter i.e. .... Square Feet Carpet Area</b> (as defined under RERA) <b>(with variation of (+/-) 3% only)</b> , on ..... Floor, in Wing- 'B' of the building proposed to be constructed on Plot No.1 and proposed to be known as



	<p><b>"The Legacy"</b>, more particularly described in the <b>fourth Schedule</b> hereunder written and as shown in the authenticated copy of the plan of the said premises, as sanctioned and approved by the BMC annexed and marked as <b><u>Annexure-'L'</u></b> (hereinafter referred to as <b>"the said Premises"</b>).</p>
8	<p>The Purchaser has hereby agreed to purchase the said Premises as a Bare Shell Flat (Raw Flat) viz. with only external brick walls, common pipes and outlets and the fire systems as per BMC norms i.e. without doors, windows, partition walls, internal plaster, flooring, wiring, plumbing, falls ceiling etc. The Promoter shall not be liable to provide any fixture, fitting or any other amenity in the said Premises and therefore, the Promoter has agreed to sell the said Premises to the Purchaser at and for the lumpsum price and consideration of ₹ ...../- (<b>Rupees ..... only</b>), including for the proportionate price of the common areas and facilities appurtenant to the said Premises and the limited common areas and facilities, the nature, extent and description of the common/limited common areas and facilities which are more particularly listed / mentioned / described in the <b>Fifth Schedule</b> hereunder written. The Purchaser hereby irrevocably agrees and confirms that after issuance of the Occupation Certificate and receiving possession of the said Premises from the Promoter, the Purchaser shall at his/her/their own costs get the layout plan of the said Premises sanctioned from BMC and shall only thereafter carry out all internal works in the said Premises, including partition walls, tiling, doors, windows, electric cables, electrical fittings, sanitary fittings etc. of his/her/their own choice and as per the layout of the said Premises as sanctioned by the BMC. The Purchaser, however, agree and undertake that while carrying out the said works and fixing and installing the said fittings and fixtures he/she/they will not carry out any unauthorized construction or additions or alterations in the said Premises.</p>
10	<p>The Purchaser/s in Legacy Building shall not be entitled to the use of any of the covered / stack car parking spaces as a matter of right on the Podium / Stack in Legacy Building and the Project unless he/she/they has/have been specifically allotted the same by the Promoter. Considering the constraints of providing parking within the footprint of said Buildings, the Purchaser is specifically made aware that only four wheeler vehicles having a width, length and vertical height mentioned above can be accommodated in the said Car Parking. No claim of whatsoever nature from the Purchaser or any subsequent Purchaser claiming through the Purchaser for a right to park any vehicle by any larger higher/ dimensions mentioned herein would be entertained and no claim for damages on account of not being able to use or parking of larger/higher dimensions against the Promoter would be entertained. It is further agreed that the allotment of the said Car Parking shall be subject to the following terms and conditions:</p>





	<p>(i) The Purchaser shall be entitled to use, occupy and enjoy the said Car Parking in the manner permissible under the DCPR, 2034 and rules and regulations as may be framed by the Legacy Building Society (<i>defined hereinafter</i>).</p> <p>(ii) The Purchaser shall not raise any objection to the allotment of parking done / to be done by the Promoter for other purchasers in the Project.</p> <p>(iii) The Promoter has agreed to allot the said Car Parking to the Purchaser as a part of this Agreement for purchase of the said Premises, and therefore the Purchaser shall be entitled to the allotment of the said Car Parking, only if the Purchaser makes payment of the full consideration hereunder with GST and all other applicable taxes, as well as all other payments required to be made by him/her/them under this Agreement to the Promoter and the Purchaser shall have complied with all terms and conditions of this Agreement. It is further agreed and confirmed by the Purchaser that the said Car Parking shall always form part of the said Premises and the Purchaser shall be entitled to use and occupy the said Car Parking only upon he/she/they acquiring the right, title and interest in the said Premises and only till he/she/they shall have right, title and interest in the said Premises. It is further agreed by the Purchaser that, upon termination of this Agreement by the Promoter, for any reason whatsoever, the allotment of the said Car Parking, shall <i>ipso facto</i> stand terminated and cancelled without any other or further act on the part of either party.</p>			
11	<b>Sr. No.</b>	<b>Percentage</b>	<b>Instalment Amount (₹)</b>	<b>Payable</b>
	1	10%		On Booking
	2	10%		On completion of the Plinth of Legacy building.
	3	20%		On completion of 1 <sup>st</sup> Slab of Legacy building.
	4	10%		On completion of 3 <sup>rd</sup> Slab of Legacy building.
	5	10%		On completion of 5 <sup>th</sup> Slab of Legacy building.



	6	10%		On completion of 10 <sup>th</sup> Slab of Legacy building.
	7	10%		On completion of Terrace Slab of Legacy building.
	8	3%		On Completion of the Walls & Internal Plaster.
	9	2%		On Completion of Flooring
	10	2%		On Completion of Doors
	11	2%		On Completion of Windows
	12	2%		On Completion of the Sanitary Fittings, Staircases, Lift wells, Lobbies up to the Floor level.
	13	2%		On Completion of the External Plumbing and External Plaster, Elevation, Terraces with Waterproofing of Legacy Building.
	14	2%		On Completion of the Lifts, Water Pumps, Electrical Fittings, entrance Lobby, paving of areas Appertain and all other requirements of Legacy Building.
	15	5%		Against and at the time of handing over of possession of the said Premises on or after receipt of Occupation Certificate for Legacy Building.
12	The aforesaid advance payment has been made and balance price and consideration shall be paid by the Purchaser either by Cheques/Demand Drafts issued in the name of or by depositing the same in the Bank Account of "Ashirwad Nice Developers RERA Designated Collection Account - The Legacy", bearing Account No. ...., with ..... Bank, ..... Branch, IFSC ..... and corresponding GST amount and all other charges and taxes through an account payee cheque/ demand draft pay order in the name of or depositing the same in the Bank Account of "Ashirwad Nice Developers RERA Designated Transaction Account - The Legacy", bearing Account No. ...., with the same Bank and in addition to the above, the Promoter has opened in the same bank, "Ashirwad Nice Developers RERA Designated Separate Account - The Legacy", bearing Account No. ....			
13	The Purchaser shall pay each installment of the aforesaid purchase price to the Promoter after deducting there from 1% TDS as per the provisions of Section 194-IA			



	of the Income Tax Act, 1961 and shall deposit the said amount to the credit of Central Government and shall issue a TDS Certificate in favour of the Promoter in the prescribed Form No.16QB for the same, within 15 (Fifteen) working days from the payment thereof.
14	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & Service Tax (GST) or any other similar taxes or cess which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over possession of the said Premises and whether the same is payable on the sale price or on any other amount payable hereunder by the Purchaser to the Promoter.
19	If the Promoter fails to abide by the time schedule for completing the project and handing over the said Premises to the Purchaser, the Promoter agrees to pay to the Purchaser, who does not intend to withdraw from the project, interest at the rate which shall be the State Bank of India Highest Marginal Cost of Lending Rate plus two percent, as specified in the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rules, 2017 (hereinafter referred to as "the said Rule"), on all the amounts paid by the Purchaser, for every month of delay, till the handing over of the possession.
20	The Purchaser agrees to pay to the Promoter, the interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as per the said Rule, on all delayed payments including delay in payment of the GST, TDS and other taxes as applicable from the due date till the date of payment thereof.
21	The Purchaser is aware that as per present statute, GST is leviable / applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser to the Promoter in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay to the Promoter the amount of the GST along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Promoter shall not be bound to accept the payment of any installment unless the same is paid along with the amount of GST applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Promoter hereunder if such payment is not accompanied with the applicable GST. Provided Further that if on account of change / amendment in the present statute or laws, statutes, rules, regulations and policies



	<p>or enactment of new legislation of new laws by the Central and/or State Government GST or any other taxes become payable hereafter on the amounts payable by the Purchaser to the Promoter in respect of this transaction and/or aforesaid taxes levied is increased on account of revision by Authorities, the Purchaser shall be solely and exclusively liable to bear and pay the same.</p>
22	<p>Without prejudice to the right of the Promoter to receive interest in terms of Clause [20] above, on the Purchaser committing any 3 (Three) defaults in payment of instalment as per payment schedule on due date for payment thereof or of any other amount due or payable by the Purchaser to the Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings), the Promoter shall at their own option, may terminate this Agreement:</p> <p>Provided that, the Promoter shall give notice of 15 (Fifteen) days in writing to the Purchaser, by Registered Post Acknowledgement Due or by Courier or by E-mail at the address / email id provided by the Purchaser, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they are intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches mentioned by the Promoter within the said notice period than at the end of such notice period, this Agreement shall stand terminated.</p> <p>Provided further that upon termination of this Agreement as aforesaid, the consequences hereinafter set out shall follow:</p> <ol style="list-style-type: none"> <li>(a) the Purchaser shall cease to have any right or interest in the said Premises;</li> <li>(b) the Promoter shall be entitled to sell the said Premises at such price and on the terms and conditions to such other person or party as the Promoter may in their absolute discretion deem fit;</li> <li>(c) within a period of 30 (Thirty) days from the date of termination, the Promoter shall refund to the Purchaser the instalments of sale consideration till then paid by the Purchaser to the Promoters towards aggregate purchase price, after deducting therefrom: <ol style="list-style-type: none"> <li>(i) 2% of the aggregate purchase price or the entire earnest amount paid hereunder, whichever is higher (</li> <li>(ii) which is to stand forfeited to the Promoter as liquidated damages); GST, TDS and / or any other amount due or payable by the Purchaser and / or paid by the Promoter in respect of the said Premises;</li> </ol> </li> </ol>





(iii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Premises upto the date of termination of this Agreement;

(iv) the amount of interest payable by the Purchaser to the Promoter in terms of this Agreement from the respective date of default in payment till the date of termination as aforesaid;

However, in case if the Promoter receive a credit/ refund of the GST amount paid by the Purchaser on this transaction, from the statutory authorities then in such a case the same shall be refunded by the Promoter to the Purchaser without any interest thereon.

(d) The Promoters shall, in the event of any shortfall, be entitled to recover the said amounts from the Purchaser. The Promoter shall not be liable to pay to the Purchaser any compensation, damages, costs or otherwise and shall also not be liable to reimburse to the Purchaser any Government charges/taxes such as GST etc. The amount shall be accepted by the Purchaser in full satisfaction of all his/her/their claim under this Agreement and in or to the said Premises.

The Purchaser agree that receipt of the said refund by cheque from the Promoter by the Purchaser by Registered Post Acknowledgement Due or by Courier at the address given by the Purchaser in these presents, whether the Purchaser accept/s or encash/s the cheque or not, will amount to the said refund.

In the event the amount due and payable referred in Clause 22(c) above is not refunded within 45 days from the date of the termination or receipt of the letter from the Purchaser requesting to cancel this Agreement, the Purchaser 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.

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As stated herein above, the Promoter shall not be liable to provide any fixtures, fittings and amenities in the said Premises. However, the Promoter shall provide the fixtures, fittings and amenities in Legacy Building as more particularly listed / mentioned / described in the **Fifth Schedule** hereunder written. The Promoter shall endeavor to provide the amenities of the same specifications as herein stated. However, in the event amenities of the said specifications are not available in the market then the Promoter shall provide amenities of similar quality or as close to the said specifications as the circumstances may permit or their near substitutes. It is clarified that fixtures, fitting and amenities to be provided by the Promoter would not be manufactured or produced by the Promoter and that the same would be sourced from third party vendors/suppliers. Some of such fixtures, fitting and



	amenities may be acquired under warranties and others may not have any warranties; and the Promoter shall not be responsible to repair and/or replace the same or liable against manufacturing / construction / technical defects, after the possession of the said Premises is handed over to the Purchaser.
24	After the possession of the said Premises is handed over to the Purchaser, it shall be the sole responsibility of the Purchaser herein and also the Purchasers/Occupants of the other Premises in Legacy Building and/or the Legacy Building Society to maintain the mechanical/ Mechanized / stack car parking system on the said Property. It is specifically agreed by the Purchaser that the Promoter and/or BMC shall not be held liable and/or responsible for failure of or any defect in the the mechanical /Mechanized/stack car parking system, after handing over of the same by the Promoter to the allottees thereof, including the Purchaser herein and that the allottees thereof, including the Purchaser herein and the Common Organization, shall be solely liable and responsible for maintenance and wear and tear thereof.
25	The Promoter has informed the Purchaser that it may construct the electricity sub-station on any part of the said Property, if so required by the electricity supply company/authority.
26	The Promoter hereby agrees to observe, perform and comply with the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the BMC at the time of sanctioning the plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the BMC the Occupation Certificate in respect of the said Premises.
32	The Promoter hereby declares that the Floor Space Index available in respect of the said Property / Project Land is approximately 11038.84 Square Meters and that no part of the said F.S.I. has been or shall be utilized by the Promoter elsewhere for any purpose whatsoever.
33	The Purchaser hereby expressly agrees that in the event of the Public Authority at any time acquiring any portion of the said Property prior to the issuance of the full Occupation Certificate in respect of the said Buildings, all the benefits of such acquisition, i.e. by way of compensation and/or F.S.I./T.D.R., shall be the exclusive property of the Promoter. The Purchaser shall have no right, claim or demand in respect thereof or any part thereof.



34	The Purchaser shall have no claim of any nature whatsoever, save and except in respect of the said Premises agreed to be sold to him/her/them hereunder by the Promoter. All open spaces, lobbies, common terraces, will remain the property of the Promoter until the said property together with the said buildings are transferred unto the Common Organization as hereinafter mentioned, subject however to the rights of the Promoter as herein stated.
35	Nothing contained in this Agreement shall be constructed so as to confer upon the Purchaser any right whatsoever into or upon the said Property or Legacy Building or the said Buildings or any part thereof or the said Premises. It is expressly agreed hereby that such conferment shall take place only after the Purchaser being admitted as a Member of the Legacy Building Society as hereinafter mentioned.
36	After the Promoter executes this Agreement, it shall not mortgage or create a charge on the said Premises and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take the said Premises.
37	The Promoter shall be entitled to sign undertakings and indemnities under any law, rules or regulations concerning construction of the said Buildings or for implementation of the scheme for redevelopment of the said Property. The Purchaser shall not interfere with the said rights of Promoter's in any manner whatsoever.
38	It is hereby agreed that, so long as the various Premises in Legacy Building are not being separately assessed by the MC for levy Property taxes and water charge, rates and other outgoing, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoing assessed on the whole Legacy Building. The Purchaser shall tentatively pay ₹ ...../- per month in advance to the Promoter for the same. At the time of taking possession of the said Premises and the said Car Parking, the Purchaser shall deposit with the Promoter a sum of ₹ ...../- (Rupees ..... only) as interest free deposit being 12 months' approximate proportionate taxes, rates and other outgoing of the said Premises and the said Car Parking. The Promoter shall be entitled at their sole discretion to utilize the same in payment of the outgoing and other monies payable by the Purchaser in respect of the said Premises and the said Car Parking, if the Purchaser commits default in payment of the said outstanding and other dues regularly every month. Upon the Common Organization being formed and registered, the said sum or the balance thereof, if any, lying with the Promoter shall be handed over to the



	Common Organization. This provision shall not, however, entitle the Purchaser to require the Promoter to adjust the accruing Municipal rates and taxes and outgoings against the said deposit.
39	The Promoter shall in respect of any amount remaining unpaid by the Purchaser under this Agreement have first charge and lien on the said Premises agreed to be allotted and sold to the Purchaser under this Agreement, without prejudice to any other rights and remedies available to the Promoter for recovery of outstanding dues from the Purchaser.
40	The Purchaser shall maintain at his/her/their own costs, the said Premises and Car Parking in the same condition, state and order in which it is delivered to him/her/them, and shall observe and perform all the terms conditions and covenants contained in this Agreement and shall abide by all bye-laws, rule and regulations of the Common Organization, MCGM, Local Bodies and Authorities and shall attend to, answer and be responsible for all actions, omissions, breaches and violations of any of the conditions or bye-laws, rules or regulations.
41	The Purchaser agrees to pay all amounts payable to the Promoter under the terms of this Agreement as and when the same becomes due and payable and to observe and perform the covenants and conditions of this Agreement and to keep the Promoter indemnified at all times against breach or non-observance of any of the said covenants and conditions, except so far as the same ought to be observed and performed by the Promoter.
42	The Promoter will form a Co-operative Society consisting of the purchasers/allotees of various premises in Legacy Building within three months of receiving the Occupancy Certificate of the Legacy Building being constructed on the Project Land or within three months of majority of apartments/flats/shops/units being sold in the said Building, whichever is earlier. The Purchaser agrees and undertakes that as and when required by the Promoter, the Purchaser shall become the member of Legacy Building Society and shall sign and execute the application and other papers and documents necessary for the formation and registration of Legacy Building Society, including the bye-laws of the proposed Society within 10 (ten) days of the intimation with regard thereto by the Promoter. The Purchaser shall not raise any objection to the changes in the draft Bye-laws as may be required by the Registrar of the Co-operative Societies and/or other concerned authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Promoter may require him/her/them to do from time to time for safeguarding the interest of the

