



Faucett
FROM CONCEPT TO CREATION

September 01, 2023

To,
The Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C - 21, E - Block, Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

Subject - Deviation Report with respect to a model copy of the agreement of the "Ideal Manohar CHS"

Sir,

I, **Saahil Bharat Aidasani** Partner & authorised signatory of **M/S. Faucett Developers** hereby state declare that we have modified and adopted the format of Agreement for Sale submitted at the time of registration of the project "**Ideal Manohar CHS**" to MahaRERA, however, we have incorporated the clauses therein in accordance with the statute and provision of Real Estate (Regulation and Development) Act 2016.

We would like to further state and declare that the following clauses and schedule have certain deviation from the model format of Agreement for Sale and the same are highlighted in draft of Agreement for Sale (attached herewith) uploaded on the portal

Clause No.	Clause of the Agreement
1.1 to 1.2.1	1.1 It is agreed between the parties hereto that all the recitals of this Agreement shall form part and parcel of the operative part of this Agreement and shall be read accordingly. As recited above the Developers are proceeding further with the construction of the building/s on the said property in accordance with sanctioned plans and specifications which have been kept at the building site for inspection and which the Allottee has seen and approved and satisfied himself/herself/themselves about the same 1.2 The Allottee hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Allottee, Flat No/s. _____, admeasuring _____ sq. ft. equivalent to _____ sq. mtrs. (Rera Carpet Area), on the _____ floor, alongwith a _____ parking in the _____ area bearing No.- _____ (hereinafter the said parking) in the said new building to be known as " _____ " constructed on the said property and flat is more particularly described hereunder written (hereinafter referred to as the "said Flat"), (hereinafter the said flat and the said parking are jointly referred to as the "said residential premises") for the price of Rs. _____/- (Rupees _____ Only) ("Total Consideration") (breakup and description of the same is mentioned herein under in clause no. 1.2.1 including the proportionate price of the common areas and facilities appurtenant to the said premises, extent and description of the common/limited common areas and facilities. PROVIDED FURTHER that the certificate which may be issued by the Developers' Architect certifying that the work has commenced and/or respective work of the plinth/ slabs etc. have been completed, shall be binding upon the Allottee and the payment of the instalment shall be forthwith due and payable by the Allottee to the Developers.



📍 402, Jb Heights, 1st Carter Road, Borivali East, Mumbai - 400 066.

☎ +91 9619007035 | ✉ saahilaidasani@faucett.in



Faucett
FROM CONCEPT TO CREATION

	1.2.1 The total Price for the said residential premises based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price")) (Give breakup and description): Block/ Building/ Tower no. _____ Apartment/ Flat No. _____ Type. _____ Floor. _____ Rate of Apartment/ Flat per square feet* Stilt/ Podium parking - 1 Price for 1 Stilt/ Podium parking - 2 Price for 2 Open Parking- Explanation: (i) The Total price above includes Taxes the booking amount paid by the allottee to the Developers towards the said residential premises; (ii) The Total Price above includes Taxes (Consisting of tax paid or payable by the Developers by way of value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developers) up to date of handing over the possession of the said residential premises: Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the Developers shall be increased/ reduced based on such change/ modification. (iii) The Developers shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developers shall provide to the Allottee the details of the taxes paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ levies etc. have been imposed or become effective. (iv) The total price of residential premises includes: 1) Pro rata share in the common Area; and 2) allotment of garage (s)/closed parking (s) as provided in the Agreement.
1.6	It is agreed that the Developers shall not make any additions and alterations in the sanctioned plans, layout plans, and specifications and the nature of fixtures, fitting and amenities described therein in respect of the apartment, plot or building, as the case may be without the previous written consent of the Allottee, Provided that the Developers may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
1.8 to 1.11	1.8 Subject to Clause 9.3 the Developers agree and acknowledge, the Allottee shall have the right to the said residential premises as mentioned below: i. The Allottee shall have exclusive ownership of the said residential premises; ii. The Allottee shall also have undivided proportionate share in the common Areas. Since the share/ interest of Allottee in the common Area is undivided and cannot be divided or separated, the Allottee shall use the Common Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee





	to use the common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developers shall convey undivided proportionate title in the common areas to the association of the Allottee as provided in the Act; iii. That the computation of the price of the said residential premises includes recovery of price of land, construction of [not only the Apartment but also] the common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the project. 1.9 It is made clear by the Developers and the Allottee agrees that the said residential premises along with _____ Stilt/ Podium/ Open/ closed parking shall be treated as a single indivisible/individual unit for all purpose. It is agreed that the project is an independent, self-contained Project covering the said Property and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of the infrastructure for the benefits of the Allottee and with the prior written consent of the allottee. It is clarifying that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. 1.10 The Developers agrees to pay all outgoings, before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgage or the encumbrances and such other liabilities payable to competent authorities, bank financial institutions, which are related to the project). If the Developers fails to pay all or any of the outgoing collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Developers agrees to be liable, even the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or persons to whom they are payable and be liable for the cost of any legal proceedings which, may be taken therefore by such authority or person. 1.11 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the total price of the said residential premises at the time of application the receipt of which the Developers hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said residential premises as prescribed in the payment plan as may be demanded by the Developers within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.
2	2. MODE OF PAYMENT Subject to the terms of the Agreement and the Developers abiding by the construction milestones, the Allottee shall make all payments, on demand by the Developers, within the stipulated time as mentioned in the payment plan through A/C payee Cheque/ demand draft or online payment (as applicable) in favour of '_____ payable at _____





Faucett
FROM CONCEPT TO CREATION

3 and 4	3. COMPLIANCE OF LAWS RELATING TO REMITTANCES 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down, in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Regulations made thereunder or any statutory amendment(a) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developers with such permission, approvals which would enable the Developers to fulfill its obligations under this Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign exchange management Act, 1999 or other laws as applicable, as amended from time to time. 3.2 The Developers accepts no responsibility in this regard. The Allottee shall keep the Developers fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be sole responsibility of the Allottee to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Allottee only. 4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS The Allottee authorizes the Developers to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developers may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Developers to adjust his payments in any manner.
6	CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the said residential premises and accepted the payment plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developers. The Developers shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developers undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the MCGM Act and the DCR and shall not have an option to make any variation/alteration/modification in such plan, other than in the manner provided under the Act. And breach of this term by the Developers shall constitute a material breach of the Agreement.



7.4 to 7.6	Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the said residential premises to the Allottee, it shall be the responsibility of the Developers to handover the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws. 7.5 Cancellation by Allottee-The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act: 7.6 Compensation- The Developers shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of the Force Majeure event, if the Developers fails to complete or is unable to give possession of the said residential premises (I)in accordance with the term of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Developers on account of suspension or revocation of the registration under the Act; or for any other reason; The Developers shall be liable, on demand to the allottees, in case the Allottees, in case the allottees wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the said residential premises, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developers shall pay the Allottee interest at the rate specified in the Rules for every month of the delay, till the handing over of the possession of the said residential premises.
8 (x)	(x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the schedule property;
9.1 and 9.2	9. EVENT OF DEFAULTS AND CONSEQUENCES 9.1 Subject to the Force majeure clause, the Developers shall be considered under a condition of Defaults, in the following events: (i) Discontinuance of the Developers' business as Developers on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made thereunder. 9.2 In case of Default by Developers under the conditions listed above, Allottee is entitled to the following: (i) Stop making further payments to Developers as demanded by the Developers. If the Allottee stops making payments, the Developers shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or (ii) The Allottee shall have the option of terminating the Agreement in which case the Developers shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:





Faucett
FROM CONCEPT TO CREATION

	Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developers, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the said residential premises.
10 and 11	CONVEYANCE OF THE SAID APARTMENT The said "Ideal Manohar" society became entitled to the said property as a result of order of Sub-division passed by the Deputy Registrar Co-operative Societies, _____ Ward on _____ under section 18 of the Maharashtra Co-operative Societies Act 1960 and under Rule 17 of the rules framed thereunder/ execution of Deed of Conveyance dated _____. 11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT The Developers shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance has been included in the Total Price of the said residential premises.
13 to 18 and 20	13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES The Allottee hereby agrees to purchase the said residential premises on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottee (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee from time to time. 14. RIGHT TO ENTER THE PREMISES FOR REPAIRS The Developers/ maintenance agency/ association of allottee shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottee and/or maintenance agency to enter into the said residential premises or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect. 15. USAGE Use of basement and service Area: The basement(s) and services areas, if any as located within the society shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and services rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking space, and the same shall reserved for use by the association of allottees formed by the Allottee for rendering maintenance services. 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the said residential premises at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the said residential premises, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or changes or alter or make additions to the said residential premises and keep the said residential premises, its walls and partitions, sewer, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repairs and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized. The Allottee further undertakes assures





Faucett
FROM CONCEPT TO CREATION

	and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Area. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said residential premises or place any heavy material in the common passages or staircase of the building. The Allottee shall not remove any wall, including the outer and load bearing wall of the said residential premises. The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Developers and thereafter the association of allottee and/or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE The Allottee is entering into this Agreement for the allotment of the said residential premises with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carryout, from time to time after he/she has taken over for occupation and use the said residential premises, all the requirements requisitions, demands and repairs which are required by any competent Authority in respect of the said residential premises at his/her own cost. 18. ADDITIONAL CONSTRUCTION The Developers undertakes that it has no right to make additions or to put up additional Structure(s) anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act. 20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE) The Developers has assured the Allottee that the project in its entirety is in accordance with the provisions of the DCPR and MOFA showing compliance of various laws/regulations as applicable in_____.
25	25. WAIVER NOT A LIMITATION TO ENFORCE 25.1 The Developers may, at its sole option and discretion, without prejudice to its right as set out in this Agreement; waive the breach by the Allottee in not marking payments as per the payment plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Developers in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developers to exercise such discretion in the case of other Allottees. 25.2 Failure on the part of the Developers to enforce at any time or for any period of time the Provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
SCHEDULE 'C'	SCHEDULE 'C' - Payment Plan by the Allottee SALE PRICE: The Promoter having agreed to sell and the Purchaser(s) having agreed to purchase the said Flat, the Purchaser(s) shall pay to the Promoter an aggregate sum of Rs._____/ - (Rupees _____ Only) being the total Purchase Consideration ("the Purchase Consideration") which is aggregate of the purchase consideration for the said Flat calculated only on the basis of the Carpet





Faucett

FROM CONCEPT TO CREATION

Area of the said Flat. The Purchaser(s) has/have paid to the Promoter a sum of Rs. _____/- (Rupees _____ Only), and the balance Consideration payment of Rs. _____ (Rupees _____ Only) shall be payable by the Purchaser(s) to the Promoter in the following manner, time being the essence of the contract:

PAYMENT SCHEDULE

On Booking	10%
On Execution of agreement for Sale	10%
On Completion of Plinth	25%
On Completion of 1st slab	3%
On Completion of 2nd slab	3%
On Completion of 3rd slab	3%
On Completion of 4th slab	3%
On Completion of 5th slab	3%
On Completion of 6th slab	3%
On Completion of 7th slab	3%
On Completion of 8th slab	3%
On Completion of 9th slab	3%
On Completion of 10th slab	3%
On Completion of 11th slab	3%
On Completion of 12th slab	2%
On Completion of brick work	5%
On Completion of External Plaster	5%
On Completion Tiling	5%
On Handing over Possession	5%

For FAUCETT DEVELOPERS

AUTHORISED SIGNATORY

