



# महाराष्ट्र शासन राजपत्र

## असाधारण भाग चार-अ

वर्ष २, अंक १०९(३)]

गुरुवार, डिसेंबर ८, २०१६/अग्रहायण १७, शके १९३८

[पृष्ठे १०, किंमत : रुपये १५.००

असाधारण क्रमांक १६३

प्राधिकृत प्रकाशन

महाराष्ट्र शासनाने केंद्रीय अधिनियमान्वये तयार केलेले  
(भाग एक, एक-अ आणि एक-ल यांमध्ये प्रसिद्ध केलेले नियम व आदेश यांव्यतिरिक्त) नियम व आदेश.

### HOUSING DEPARTMENT

Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya,  
Mumbai 400 032, dated 8th December 2016

### NOTIFICATION

THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

No. REA. 2016/CR No.79/DVP-2 .—The following draft of rules which the Government of Maharashtra proposes to make in exercise of powers conferred by sub-sections (1) and (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016, and of all other powers enabling it in that behalf, is hereby published, for information of all the persons likely to be affected thereby; and notice is hereby given that the said draft rules will be taken into consideration by the Government of Maharashtra on or after the 23rd December 2016.

2. Any objections or suggestions, either through e-mail *viz.* “[suggestionsonrera@maharashtra.gov.in](mailto:suggestionsonrera@maharashtra.gov.in)”, or in post, which may be received by the Principal Secretary, Housing Department, Mantralaya, Mumbai 400 032, from any person with respect to the said draft on or before the aforesaid date, will be considered by the Government.

## DRAFT RULES

In exercise of the powers conferred by sub-section (1) and clauses (v), (w), (x), (y) and (zf) of sub-section (2) of section 84 of the Real Estate(Regulation and Development) Act 2016 (16 of 2016), and of all other powers enabling it in that behalf, the Government of Maharashtra, after considering the objections and suggestions pursuant to the Government Notification, Housing Department, No. \*\*\*, dated the \*\*\* of 2016, published in the Maharashtra Government Gazette, Extraordinary, Part IV-A, dated the \*\*\* of \*\*\* 2016 , is hereby pleased to make the following rules, as follows, namely :---

### CHAPTER I PRELIMINARY

1. *Short title and commencement.* - These rules may be called the Maharashtra Real Estate Appellate Tribunal, Officers and Employees (Appointment and Service Conditions) Rules, 2016.

2. *Definitions.*- (1) In these rules, unless the context otherwise requires,—

(a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) “Appellate Tribunal” means the Maharashtra Real Estate Appellate Tribunal established under the sub-section (1) of section 43 of the Act by the State Government by notification in the *Official Gazette*, for such area or areas as may be specified in the notification and include different Appellate Tribunal as may be established for different areas;

(c) “Form” means the Forms appended to these rules;

(d) “section” means section of the Act;

(e) “Selection Committee” means the committee specified in sub-section (3) of section 46 of the Act;

(f) “State Government” or “Government” means the Government of Maharashtra.

(2) Words and expressions used hereinabove but not defined shall have the same meaning respectively assigned to them in the Act.

## CHAPTER II

### MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

3. *Maharashtra Real Estate Appellate Tribunal.*- The Government may by notification in the *Official Gazette* establish Appellate Tribunal for such area as may be specified in the notification.

4. *Selection Committee Procedure.*-(1) The State Government shall make a reference to the Selection Committee for appointment of Members of the Appellate Tribunal or when any vacancy arise or likely to arise in the Appellate Tribunal.

(2) The Selection Committee may appointment a search committee consisting of such persons as the Selection Committee considers appropriate, to suggest a panel of names including suitable officers in the service of Central or State Government possessing the requisite qualifications and experience as specified in clause (c) of sub-section (1) of section 46 of the Act and suitable for being considered for appointment as or lay down guidelines for inviting applications for the selection of the Members of the Appellate Tribunal.

(3) The Selection Committee shall thereafter make a recommendation to the State Government for the consideration in the form of a panel of not more than three persons in order of preference separately for the post of vacancy or vacancies referred to by the State Government.

(4) The Selection Committee shall make its recommendations to the State Government, within a period not exceeding sixty days from the date of reference made under sub-rule (1).

(5) The Selection Committee shall normally hold its meetings at Mumbai or at such places, as may be decided by the Chairperson by recording the reasons for the change of the venue of such meetings.

(6) The Notice or Agenda, as the case maybe, for the meeting of the Selection Committee shall be issued in advance. The date and venue for the meeting shall be fixed with the convenience of the Chairperson of the Selection Committee.

(7) The Secretary of the Housing Department shall be the convener of the Selection Committee.

**5. Appointment of Member.-** The State Government shall consider the recommendation of the Selection Committee for the appointment of Member or fill the vacancy in order of preference as recommended by the Selection Committee. If the State Government appoints person not according to the order of preference, the Government shall record the reasons in writing therefor.

### CHAPTER III

#### SALARY AND ALLOWANCES

**6. Salary and allowances payable and other conditions of service of Chairperson and Members of the Appellate Tribunal.-**(1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows,-

(a) The Chairperson shall be paid a monthly salary equivalent to the Judge of a High Court.

(b) The whole time member shall be paid a monthly salary equivalent to that of the Chief Secretary of the State Government.

(2)*Leave.-* The Chairperson and every Member shall be entitled to thirty days of earned leave for every year of service.

(3)*Leave Sanctioning Authority.-* Leave Sanctioning Authority in case of,-

(a) the Chairperson of the Appellate Tribunal, shall be the Chief Justice of High Court; and

(b) the Members of the Appellate Tribunal, shall be the Chairperson.

(3) The other allowances and conditions of service of the Chairperson and the whole-time Member shall be as per the Order issued by the State Government, from time to time:

Provided that, such entitlement shall not be less than what he is otherwise eligible in case of serving government servant.

**7. Tenure of office.-** (1) *Tenure of Office-* The term of office of the Chairperson and Members shall be in accordance with Section 47(1) and (2) of the Act.

(2) When the Chairperson is unable to discharge his functions owing to absence, illness or any other cause, the senior-most (in order of appointment) Judicial Member of the Appellate Tribunal holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

(3) If any vacancy occurs in the office of the Chairperson by reason of his death or resignation, the State Government shall nominate Senior most Judicial Member as per seniority of date of appointment to act as Chairperson and the Member so nominated shall hold office of Chairperson until the vacancy is filled by a fresh appointment under section 46 of the Act. Till that period the senior-most (in order of appointment) Member of the Appellate Authority holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

**8. Oath of office and secrecy:-**(1)Every person appointed as the Chairperson of the Authority shall, before entering upon his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Minister in charge of the Housing Department of the Government.

(2)Every person appointed as a Member shall, before entering upon his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Chairperson of the Appellate Tribunal.

**9. Declaration of financial or other Interest.-** Before appointment, the Chairperson and the Member shall have to take an undertaking in Form III appended to these Rules, that he does not and will not have any such financial or other interest as is likely to affect prejudicially his functions as such Chairperson or Member.

## CHAPTER IV

### PROCEDURE OF INQUIRY AND REMOVAL OF CHAIRPERSON AND MEMBERS

**10. Procedure of inquiry .-**(1)Whenever the State Government is of the opinion that there are reasonable grounds for making an inquiry against the Chairperson or Member on the grounds specified in sub-section (1) of section 49 of the Act, the Government may, after consulting

Chief Justice of Judicature at Bombay, appoint a Judge of the High Court for the purpose of conducting such inquiry.

(2) The Government shall inform the charges against the Chairperson or such Member, as the case may be.

(3) The State Government shall forward to the Judge so appointed, copies of,-

(a) the statement of charges against the Chairperson or Member, as the case may be;

(b) material documents and other evidences relevant to the inquiry.

**11. Powers of the Judge.-** (1) The Judge so appointed, shall deliver or cause to be delivered to the Chairperson or Member, as the case may be, a copy of the charges and a list of documents, if any, and shall require him to submit within such time as may be allowed, a written reply or statement of his defence.

(2) The Judge shall be guided by the principles of natural justice and shall have power to regulate his own procedure including the fixing of places and time of the enquiry.

(3) The Judge shall have, for the purposes of discharging his functions under these rules, the same powers as vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908), while trying a suit, in respect of the following matters, namely :-

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of document;

(c) receiving evidence on affidavits; and

(d) subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), requisitioning any public record or document or copy of such record or document from any office.

(4) Where it is alleged that the Chairperson or Member of the Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may take necessary action as deemed fit for the medical examination of the Chairperson or Member of the Appellate Tribunal.

(5) After the conclusion of the inquiry, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each charges separately with such observations as he thinks fit. The report of inquiry shall be submitted to the State Government along with the finding of the inquiry wherein clearly indicating the allegations are proved or otherwise.

(6) On the basis of the report of the Inquiry along with the recommendations so received, the State Government shall in consultation with the Chief Justice of the Judicature of Bombay by Order decide either to remove or otherwise the Chairperson or Member, as the case may be.

**12. *Filling of vacancy.***- The State Government shall initiate necessary action to fill the vacancy of Chairperson or Member of the Appellate Tribunal, as the case may be, caused by such removal.

## CHAPTER V

### CONDITION OF SERVICE OF OFFICERS AND OTHER EMPLOYEES OF AUTHORITY

**13. *Categories of Officers and employees of the Tribunal.***- The nature and categories of officers and employees of the Tribunal shall be recommended by the Tribunal for the consideration of the State Government which shall be approved with or without modifications, as the case may be, by the State Government.

**14. *Conditions of service.*** - (1) The conditions of service of the officers and employees of the Appellate Tribunal and in any other category of employees appointed by the State Government, in the matter of pay, allowances, leave, joining time, joining time pay, provident fund, age of superannuation, pension and retirement benefits and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay.

## CHAPTER VI

### MISCELLENOUS

**15. *Interpretation.***- If any question arises relating to the interpretation of these rules or when express provision has not been made in these Rules about a particular matter, the same shall

be referred to the State Government for its decision. The State Government shall take decision after recording reasons within the framework of the Act. The decision of the State Government shall be binding on the Appellate Tribunal.

**16. Residuary provision:-** Matters relating to the terms and conditions of service of the Chairperson or Member with respect to which no express provision has been made in these rules, shall be referred by the Appellate Tribunal to the State Government for its decision, and the decision of the State Government thereon shall be binding on the Chairperson or Member, as the case may be.

### **FORM – I**

(See rule 9)

Form of Oath of Office for the Chairperson/Members of the Maharashtra Real Estate  
Appellate Tribunal

I, \_\_\_\_\_, having been appointed as the Chairperson/Member (cross out portion not applicable) do solemnly affirm and do swear in the name of God that I will faithfully and conscientiously discharge my duties as the Chairperson/Member (cross out portion not applicable), of the Maharashtra Real Estate Appellate Tribunal, to the best of my ability, knowledge and judgement, without fear of favour, affection or ill-will.

Dated:

(Name of the Chairperson/Member)

MAHARASHTRA REAL ESTATE

APPELLATE TRIBUNAL



**FORM – II**

(See rule 9)

Form of Oath of Secrecy for the Chairperson/Members of the Maharashtra Real Estate  
Appellate Tribunal

I, \_\_\_\_\_, having been appointed as the Chairperson/Member (*cross out portion not applicable*) do solemnly affirm and swear in the name of God that I will not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or shall become known to me as the Chairperson/ a Member (*cross out portion not applicable*), of the Maharashtra Real Estate Appellate Tribunal except as may be required for the due discharge of my duties as the Chairperson/ a Member (*cross out portion not applicable*).

Dated:

(Name of the Chairperson/Member)

MAHARASHTRA REAL ESTATE

APPELLATE TRIBUNAL

**FORM – III**

(See rule 10)

Declaration against acquisition of any adverse financial or other interest

I \_\_\_\_\_, having been appointed as the Chairperson/Member (*cross out portion not applicable*) of the Maharashtra Real Estate Appellate Tribunal, do solemnly affirm and declare that I do not have, nor shall have in future any financial or other interest which is

likely to affect prejudicially my functioning as the Chairperson /Member (cross out portion not applicable), of the Maharashtra Real Estate Appellate Tribunal.

Dated:

(Name of the Chairperson/Member)

MAHARASHTRA REAL ESTATE  
APPELLATE TRIBUNAL

By order and in the name of the Governor of Maharashtra,

R.K. DHANAWADE,  
Deputy Secretary to Government.



# महाराष्ट्र शासन राजपत्र

## असाधारण भाग चार-अ

वर्ष २, अंक १०९]

गुरुवार, डिसेंबर ८, २०१६/अग्रहायण १७, शके १९३८

[पृष्ठे ५८, किंमत : रुपये १५.००

असाधारण क्रमांक १६१

प्राधिकृत प्रकाशन

महाराष्ट्र शासनाने केंद्रीय अधिनियमान्वये तयार केलेले  
(भाग एक, एक-अ आणि एक-ल यांमध्ये प्रसिद्ध केलेले नियम व आदेश यांव्यतिरिक्त) नियम व आदेश.

### HOUSING DEPARTMENT

Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya,  
Mumbai 400 032, dated 8th December 2016

### NOTIFICATION

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No. REA. 2016/CR No.79/DVP-2 .—The following draft of rules which the Government of Maharashtra proposes to make in exercise of powers conferred by sub-sections (1) and (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016, and of all other powers enabling it in that behalf, is hereby published, for information of all the persons likely to be affected thereby; and notice is hereby given that the said draft rules will be taken into consideration by the Government of Maharashtra on or after the 23rd December 2016.

2. Any objections or suggestions, either through e-mail *viz.* “[suggestionsonrera@maharashtra.gov.in](mailto:suggestionsonrera@maharashtra.gov.in)”, or in post, which may be received by the Principal Secretary, Housing Department, Mantralaya, Mumbai 400 032, from any person with respect to the said draft on or before the aforesaid date, will be considered by the Government.

**DRAFT RULES**

In exercise of the powers conferred by clauses (a) to (k) and clause (p) of sub-section (2) of section 84 of the Real Estate (Regulation and Development) Act 2016, and of all other powers enabling it in that behalf, the Government of Maharashtra, after considering the objections and suggestions pursuant to the Government Notification, Housing Department, No. \*\*\*, dated the \*\*\* of 2016, published in the Maharashtra Government Gazette, Extraordinary, Part IV-A, dated the \*\*\* of \*\*\* 2016, is hereby pleased to make the following rules, as follows, namely:-

1. **Short title and commencement.**— (1) These rules may be called the Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016.

(2) They shall come into force on the date of their publication in the *Official Gazette*.

2. **Definitions** :- (1) In these rules, unless the context otherwise requires,—

- (a) “Act” means The Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016);
- (b) “Annexure” means an annexure appended to these rules;
- (c) “Apex Body” or “Federation” means an independent body formed by and consisting of all the Co-operative Societies registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961), Companies registered under the Companies Act, 2013 or condominiums or any other legal entity, constituted of the allottee in various buildings with or without wings located within a layout, where each such co-operative society or company or condominium or any other legal entity, as the case may be, shall cooperate in the maintenance and administration of common areas and amenities and facilities provided in the layout but shall independently retain control of its own internal affairs and administration in respect of each of the buildings for which they are formed;
- (d) “Appellate Tribunal” means the Maharashtra Real Estate Appellate Tribunal established under the sub-section (1) of section 43 and includes its benches;
- (e) "ASR" or "Annual Statement of Rates" means the the rate of land and building for different users and as notified under the provisions of the Maharashtra Stamp (Determination of True Market Value of Property) Rules, 1995
- (f) “Authenticated copy” shall mean a self-attested copy of any document required to be provided by any person under these rules;
- (g) “Authorised Representative” means a person duly authorised to present Application or to give reply on its behalf before the Authority or Appellate Tribunal.
- (h) “Authority” means the Real Estate Regulatory Authority established under the sub-section (1) of section 20 ;

- (i) "Chairperson" means the Chairperson of the Authority appointed under section 21;
- (j) "Disclosure" means the information and documents to be uploaded by the Promoter on the website of the Authority as well as the information and documents, which he is liable to give or produce or cause to be given and produced to the person intending to take or invest in project under the Act to the public at large through print media, electronics media, property exhibitions and promotional events and shall also include the communications made to the Authority, either in physical or electronic form and includes the information, documents, etc., being made available;
- (k) "Form" means the forms annexed to these Rules;
- (l) "FSI or Floor Space Index" shall have the same meaning as assigned to it in the Building Rules or Building By-laws or Development Control Regulations made under any law for the time being in force;
- (m) "Legal Practitioner" shall have the same meaning as is assigned to it in the Advocates Act, 1961 (25 of 1993);
- (n) "Member" means a whole-time Member of the Authority appointed under section 21 ;
- (o) "Parking Space": means an enclosed or unenclosed, covered or open area which is sufficient in size to park vehicles and which may be provided in basements and/or stilt and/or podium and/or independent structure built for providing parking spaces and/or parking provided by mechanised parking arrangements and which is not a garage.
- (p) "Phase of a Real Estate Project" may consist of a building or a wing of the building in case of building with multiple wings or defined number of floors in a multi-storeyed building/wing.
- (q) "Redevelopment Scheme" means a scheme inter alia providing for allotment of apartments in respect of rehabilitation or redevelopment of slum areas, old/ cessed/ non-cessed dilapidated buildings or cluster of buildings, as may be approved by the relevant competent authority under the provisions of any law or order of the State or Central Government;
- (r) "Regulations" means the regulations made by the Authority;
- (s) "Section" means a section of the Act ;
- (t) "Statutory Authority" means such authority who is vested with authority to exercise certain powers under any law, rules or regulations of the State Government or Central Government; and

(2) Words and expressions used herein but not defined shall have the same meaning respectively assigned to them in the Act and wherever applicable singular includes plural and vice-versa.

**CHAPTER I  
REAL ESTATE PROJECT**

**3. Information to be furnished by the promoter for the registration of real estate project.-**

- (1) The promoter shall furnish to the Authority such information as is required under the Act and documents, specified under the relevant sections 4 (1) & 4 (2) of the Act, for registration of the real estate project with the regulatory authority.
- (2) Without prejudice to the provisions of sub-rule (1), the promoter shall also furnish the following information and documents:-
  - (a) Authenticated copy of the PAN card of the promoter
  - (b) Copy of the legal title Report reflecting the flow of title of the owner/promoter to the land on which development is proposed, with authentication of such title by practicing advocate;
  - (c) Where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title report reflecting the title of such owner on the land proposed to be developed;
  - (d) The information relating to the encumbrances in respect of the land where the real estate project is proposed to be undertaken and the details in respect of such land regarding the proceedings which are sub-judice;
  - (e)
    - (i) sanctioned plan where the project is being developed along with information relating to the FSI/ TDR and other entitlements which are proposed to be utilized in accordance with the relevant Development Control Regulations for the time being in force, for carrying out such sanctioned plan and the amenities and common facilities (including common areas, parking spaces) to be provided in accordance with the sanctioned plan;
    - (ii) The Proposed Plan, Proposed Layout Plan of the whole project and Floor Space Index proposed to be consumed in the whole project, as proposed by the promoter,
    - (iii) Proposed Floor Space Index to be consumed and sanctioned Floor Space Index. In case the sanctioned Floor Space Index is different than what is proposed to be consumed by the promoter, then the proposed Floor Space Index shall be disclosed at the time of registration and as and when the Floor Space Index is sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
    - (iv) Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned Number of building(s) or wing(s) is different

than what is proposed to be constructed by the promoter, then the proposed Number building(s) or wing(s) shall be disclosed at the time of registration and as and when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.

(v) Proposed Number of Floors in respect of each of the building or wing to be constructed and sanctioned Number of Floors in respect of each of the building or wing. In case the sanctioned Number of Floors is different than what is proposed to be constructed by the promoter, then the proposed Number of Floors shall be disclosed at the time of registration and as and when the Additional Number of Floors are sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.

(vi) Aggregate area in sq. meters of the recreation open space

(vii) The number of open parking spaces;

- (f) the particulars in respect of Architecture and Design Standards, Type of Construction Technology, Earthquake Resistant Measures and the like to be adopted for Buildings and for Common Areas and of amenities / facilities in the Layout Plan of the real estate project;
- (g) the nature of the organisation of allottees to be constituted and to which the title of such land parcels is to be conveyed and the specific local laws to govern such organisation of allottees on completion of real estate project;
- (h) the Promoter shall also provide such other information and documents, as may be required by the Authority under these rules or the regulations made thereunder:

Provided that, such information or documents, which are required by the Authority under this clause may, notwithstanding anything contained in rule 20, at the discretion of the Authority, be not made available on the website for public viewing:

- (3) The application for registration of a real estate project referred to in sub-section (1) of section 4 shall be made in writing by the promoter or his Authorised Signatory to be enabled by a Letter of Authority or Board Resolution in form "A" and shall be submitted in triplicate,
- (4) When the provision for submission of web-based applications for registration of projects has been made by the Authority under sub-section (3) of section 4 , the provisions of sub-rule (2) shall not apply.
- (5) (i) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank or by online transfer, for a sum calculated at the rate of:-  
Rupee one per square meter for real estate projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees two per square meter for

real estate projects where the area of land proposed to be developed exceeds one thousand square meters; subject to maximum of rupees One Hundred Thousand only.

(ii) The fees for registration of real estate project shall be paid through NEFT or RTGS System or through a pay order or demand draft drawn on any Scheduled Bank as per Second Schedule to Reserve Bank of India Act, 1934 drawn in favour of the concerned Authority.

(6) The declaration to be submitted under clause (l) of sub-section (2) of section 4, shall be in form "B".

*Explanation.*-The registration of a real estate project shall not be required,-

- (i) for the purpose of any renovations or repair or redevelopment which does not involve marketing, advertisement, selling or new allotment of any apartment , plot or building as the case may be under the real estate project;
- (ii) only structural repairs of existing buildings are being undertaken by or through any Public Authority or as per requirement under any law, rules or regulations of the State Government or directions of any Competent Authority;
- (iii) in case of phase of the real estate project, where such phase does not involve any marketing, advertisement, selling or new allotment to be made by the promoter or making any payment to the promoter and such phase consist only of rehabilitation building which is being constructed under any scheme made any law, rule or regulations of the State Government for the time being in force.

(7) The promoter may apply for withdrawal of application for registration of the real estate project before the expiry of the period of 30 days of its submission to Authority provided that under sub-section (1) of section 5, the registration fee to the extent as specified by the regulations framed by the Authority, shall be retained as administrative charges towards processing of application by the Authority and the remaining amount shall be refunded to the promoter within such period as may be specified in such regulations.

(8) The promoter shall disclose,-

- (a) land cost in the real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;
- (b) cost of construction in real estate project for the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4;
- (c) "Estimated cost of the real estate project," within the meaning of clause (v) of section 2 .

**4. Disclosure by promoter of ongoing real estate projects.**-(1) The promoter of an ongoing real estate project, in which all buildings as per sanctioned plan have not received occupation certificate or completion



certificate, as the case may be, as provided by clause (b) of sub-section (2) of section 3, shall be required to submit the application for registration of such project within a period of three months from the date of commencement of section 3.

*Explanation.-* For the purposes of this rule the term “completion certificate” shall mean such building permission or certificate, by whatever name called, which is issued by the competent authority by or under the provisions of Maharashtra Regional Town Planning Act,1966 or any other law for the time being in force, in accordance with which the permission for development has been granted.

(2) The Promoter shall disclose all details of ongoing real estate project as required under Sub-section (1) of section 4 and Rule 3 including the extent of the construction work completed in respect of Buildings as per the last approved sanctioned plan of the project and the extent of development of Common Areas, Amenities etc. along with expected period of completion of the on-going real estate project. The Promoter shall submit a certificate from the project Architect certifying the percentage of completion of construction work of each of the building / wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building / wing of the project, and a certificate from a Chartered Accountant for the estimated balance cost to complete the project. The promoter shall submit a certificate from a Chartered Accountant certifying the balance amount of receivables from the apartments / flats / premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments / flats / premises calculated at the prevailing ASR rate on the date of certificate.

(3) (a) The Promoter shall further disclose the number of the apartments sold or allotted to the allottees and if such apartments are sold on ‘carpet area basis’ or on other basis such as built up area, super built up area, etc., for each Building as per last approved sanctioned plan, the details thereof;

(b) In case of plotted development, the promoter shall disclose the area of the plots sold to the allottees including extent of share of Common Areas and Amenities etc.

However, such disclosure as in (a) and (b) above, shall not affect the validity of any agreement entered into between the Promoter and the respective allottee for real estate project that is registered prior to the date of commencement of sub-section (1) of section 3.

(4) The Promoter shall construct and develop real estate project in accordance with the sanctioned plan, and layout plans and specifications as approved by the Competent Authorities:

Provided that, the promoter developing a real estate project will be entitled to aggregate any contiguous land parcel through acquisition of ownership and title or by receiving development permission including for re-development project and thereupon may also obtain phase-wise approvals

from the relevant competent authorities to sanctioned plan under applicable laws, rules and regulations:

Provided further that, at the end of ninety days from the date of notification of Section 3 of the Act, the promoter shall not advertise, market, book, sell or offer for sale or invite persons to purchase in any manner any plot, apartment or building respect of such land parcel unless he registers such independent phase as a separate real estate project within the meaning of clause (c) of the Explanation to section 3.

Provided also that, previous written consent of least two third of the allottees may not be necessary for implementation of the proposed plans/ specifications as disclosed in agreement executed with the allottee prior to registration or for any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas in the Real Estate Project which are required to be made by promoter in compliance of any direction or order, etc. issued by the competent authority or statutory under any law of the State or Central Government, for the time being in force.

**5. Withdrawal of amounts deposited in separate account.**-(1) With regard to the withdrawal of amounts deposited under sub-clause (D) of clause (I) of sub-section (2) of section 4, the following provisions shall apply:-

(i) For new projects which will be registered after commencement. - (a) The promoter shall observe the provisions sub-clause (D) of clause (I) of sub-section (2) of section 4;

(b) For the purpose of amount to be withdrawn from time to time by the promoter from the separate account to cover the cost of the project, the Promoter shall submit following three certificates to the scheduled bank operating the Escrow / separate account. First from the project Architect certifying the percentage of completion of construction work of each of the building / wing of the project, second certificate from the Engineer for the actual cost incurred on the construction work of each of the building / wing of the project, and third certificate from a Chartered Accountant for the cost incurred on construction cost and the land cost. The Chartered Accountant shall also certify the proportion of the cost incurred on construction and land cost to the total estimated cost of the project. The total estimated cost of the project multiplied by such proportion shall determine the maximum amount which can be withdrawn by the promoter from the escrow/ separate account. The promoter shall be required to follow the aforesaid procedure at the time of every withdrawal from the Escrow / separate account till Occupation Certificate in respect of the project is obtained. On receipt of Occupation Certificate in respect of the project the entire balance amount lying in the Escrow/ separate account can be withdrawn by the promoter.

(ii) "For ongoing projects within the meaning of the first proviso to sub-section (1) of section 3 of the Act. – For ongoing real estate project in which all buildings/wings as per sanctioned plan have not received occupation certificate or the completion certificate (as the case may be) has not been issued; seventy percent of the amount to be realized from the allottees shall be deposited in such separate account, in accordance with Section 4 (2)(I)(D) of the Act.

Provided further that, in the event where the estimated receivables of the ongoing project is less than the estimated cost of completion of the project, then 100% of the amount to be realized from the allottees shall be deposited in the said separate account;

For the purpose of amount to be withdrawn from time to time by the promoter from the separate account the provisions of Rule 5 (1) (i) (b) shall mutatis mutandis apply.

*Explanation I* – In ascertaining the cost of completion of percentage of the project, the land cost shall include;

- (i) The costs incurred by the Promoter for acquisition of ownership and title of the land parcels proposed for the real estate project, including its lease charges, which shall also include overhead cost, marketing cost, legal cost and supervision cost.
- (ii) Premium payable to obtain development or redevelopment rights,
- (iii) Amount paid for acquisition of TDR;
- (iv) Premium for grant of FSI, including additional FSI (if any), fungible FSI; and any other instruments permissible under the Development Control Regulations;
- (v) Consideration payable to the outgoing developer to relinquish ownership and title rights over such land parcels;
- (vi) Amounts payable to State Government or Competent Authority or any other Statutory Authority of the State or Central Government, towards Stamp Duty, Transfer charges, Registration fees etc; and
- (vii) ASR linked premiums payable by any Promoter as per requirement of Law, rules or regulations for obtaining right for redevelopment of lands owned by Public Authorities as per act or rules or regulations of the State or Central Government.

*Explanation II* – Where the promoter due to inheritance, gift or otherwise, is not required to incur any cost towards acquisition of ownership and title of the land parcels proposed for the real estate project, the cost of land shall be reckoned on basis of the value of the land as ascertained from the ASR prepared under the provisions of the Maharashtra Stamp Act, relevant on the date of registration of the real estate project.

Explanation III – (2) The cost of construction for the purpose of sub-clause (D) of clause (I) of sub-section (2) of section 4, shall include all such costs, incurred by the Promoter, towards the on-site and off-site expenditure for the development of the Real Estate project including payment of Taxes, Fees, Charges, Premiums, Interest etc. to any Competent Authority or Statutory Authority of the Central or State Government under any laws or rules or regulations of the time being in force including Principal sums and Interest, paid or payable to any Financial institutions including scheduled banks or non-banking financial companies etc. or money-lenders for the Real Estate Project.

Explanation IV – In case of rehabilitation scheme undertaken under any specific local law of State Government or Central Government or rules or regulations made there under which requires on site expenditures to be made before registration of real estate project, such as expenditure towards clearance of land of encumbrances for temporary transit accommodation, construction of rehabilitation buildings and any other overhead costs besides payment of ASR linked Premium, Fees and Charges, Security Deposits, etc. to any Competent Authority or Statutory Authority is so certified by an engineer or Architect and a Chartered Accountant in practice, then such incurred expenditure may be included in cost of construction by the Promoter.

**6. Grant or rejection of registration of the project.**-(a) Grant of Registration of the Project.-Upon the registration of any real estate project as per section 5 read with Rule 3, the Authority shall issue to the Promoter a Registration Certificate with a project registration number, in Form “C”. The period for which registration is valid shall exclude such period where actual work could not be carried by the Promoter as per Sanctioned Plan due to specific orders relating to the real estate project from any Court of law, or Tribunal, Competent Authority, Statutory Authority, High Power Committee etc., or due to such mitigating circumstances as may be decided by the Authority;

(b) Rejection of registration of the project: The rejection of an application as per section 5, by the Authority, shall be informed to the applicant in Form “D” so also to the concerned Competent Authority or Statutory Authorities:

Provided that, no application for registration of any real estate project shall be rejected unless the Promoter has been given adequate opportunity of being heard in the matter by the Authority.

**7. Extension of registration of the Real estate project.** -(1) The application for extension of the real estate project shall be made to the Authority, in Form “E”, along with an explanatory note setting out the grounds and

reasons for delay in the completion of the real estate project and the need for extension, along with documents supporting such grounds and reasons:

Provided that, where extension of registration is due to *force majeure* the Authority may at its discretion waive the fee for such extension granted to any real estate project.

(2) The grant of extension of registration to a real estate project, in Form "F", shall be informed to Promoter and in case of rejection of the application for extension of registration the authority shall, after giving an opportunity to the applicant to be heard in the matter as per second proviso of section 6, inform the promoter about the same, in Form "D", so also to the respective Competent Authority and Statutory Authority.

(3) The application for extension of Real Estate Project shall be accompanied with fees by way of a demand draft drawn on any scheduled bank or by online transfer, for a sum calculated at the rate of:-

Rupee one per square meter for real estate projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees two per square meter for real estate projects where the area of land proposed to be developed exceeds one thousand square meters; subject to maximum of rupees One Hundred Thousand only."

**8. Revocation of Registration of the project.** -(1) Upon the revocation of registration of a project as per section 6, the Authority shall inform the promoter and the concerned competent authority about such revocation in Form "D".

(2) The registration granted to the Promoter under section 5 shall not be revoked unless the Authority has given to the Promoter not less than thirty days' notice, in writing, stating the ground on which it proposes to revoke the registration, and has considered any cause shown by the Promoter within the period of that notice against the proposed revocation:

Provided that, prior to the revocation of registration of real estate project, the Authority shall also give notice to the concerned Competent Authority which has granted approval to the real estate project and association of allottees. The Authority while facilitating the remaining development works to be carried out in accordance with the provisions of section 8 shall also take such measures as may be required to protect the assigned to other parties by way of mortgage or investments and which had been disclosed by the Promoter to the Authority and also displayed on the Website of the Authority:

Provided further that, the Authority shall also give adequate opportunity of being heard to any parties which through defined instrument of debt or equity have created Third Party Interest in the real estate project including but not restricted to Scheduled Banks; Housing Finance Companies; Insurance Companies; Non-Banking Finance Companies operating as Asset Finance Companies, Investment Companies; Loan Companies; Investment Finance Companies; Infrastructure Debt Funds; Micro Finance

Institutions; Foreign Direct Investors; Private Equity Funds and REIT's etc., extended to the promoter and as declared by the promoter at the time of Registration.

#### 9. Transfer of Title.

(1) Promoter to enable formation of Legal Entity like Cooperative Society, Company, Association, Federation etc. under section 11(4)(e) of the Act:-

(i) Where a Co-operative Housing Society or a Company or any other legal entity of purchasers is to be constituted for a single building not being part of a Layout or in case of layout of more than one building or a wing of one building in the layout, the Promoter shall submit application to the Registrar for registration of the Co-operative Housing Society under the Maharashtra Co-operative Societies Act, 1960 or a Company or any other Legal Entity, within two months from the date on which the occupation certificate in respect of such a building or a wing of the building is issued or a minimum of sixty per cent of the total of allottees in such a building or a wing have taken possession and the Promoter has received the full consideration from such allottees, whichever is earlier.

(ii) Where a Promoter is required to form an Apex Body either as a federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the Layout formed as per rule 9 (1)(i) herein above. Such application shall be made within a period of two months from the date of the receipt of the occupation certificate of the last of the building which was to be constructed in the Layout.

(iii) If the promoter fails to form the legal entity like Cooperative Society or Company or Association or Federation, as the case may be, the Authority shall by an order direct the Promoter to apply for formation of such legal entity or may authorize the allottees to apply for formation of such legal entity.

(2) Promoter to Convey Title under section 17 of the Act:-

(i) Period for Conveyance of title, by Promoter, to legal entity of allottees in case of single building project-

If no period for conveying the title of the Promoter to the legal entity of the allottees is agreed upon, the Promoter shall (subject to his right to dispose of the remaining Apartments, if any) execute the conveyance within one month from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the Apartment takers is

duly constituted or within three months from the date of issue of occupation certificate, whichever is earlier.

- (ii) Period for Conveyance of title, by Promoter, to organization of allottees in case of Layout-
- a) In the case of a building or a wing of a building in a Layout, if no period for conveying the title of the Promoter of that building or a wing of that building to the legal entity of the allottees is agreed upon, the Promoter shall (subject to his right to dispose of the remaining Apartments, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the Apartment takers is duly constituted or within three months from the date of issue of occupation certificate , whichever is earlier.
- b) In the case of a Layout, if no period for conveying the title of the Promoter in respect of the entire undivided or inseparable land underneath all buildings/ wings along with structures of basements and Podiums constructed in a Layout is agreed upon, the Promoter shall (subject to his right to utilize the balance development potential of the said Layout, execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within one month from the date on which the Apex Body or Federation or Holding Company is registered or, as the case may be, the association of the allottees is duly constituted or within three months from the date of issue of occupation certificate to the last of the building or wing in the layout, whichever is earlier .
- (3) If the promoter fails to convey the title in accordance with rule 9 (2), in favour of Cooperative Society or Company or Association or Federation, as the case may be, the Authority shall by an order direct the Promoter to convey the title in favour of such legal entity
- (4) The said legal entity shall also be entitled to have an unilateral deemed conveyance executed in their favour and have it registered under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963.

Provided that, after conveying the title to the association of allottees under section 17, the promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be allowed to do so by the association of allottees without any restriction or entry of the building and development of common areas:

Provided further that, in such case, the promoter shall be permitted the entry of premises of the building and common areas to also discharge his obligations under sub-section 3 of section 14:

Provided also that, in respect of the real estate project for which development or re-development permission are subject to approvals under the provisions of specific local laws such as the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971, the Maharashtra Housing and Area Development Authority Act, 1976, the Mumbai Metropolitan Region Development Authority Act, 1974, the Maharashtra Regional Town Planning Act, 1966, the Nagpur Improvement Trust Act, 1936 etc.; the conveyance of title shall be made by the respective public authority, within such specific period as may be provided under the relevant law applicable to such authority or rules or regulations framed there under.

- (5) The promoter upon receiving the certificate of registration from the Authority, obtain insurances as provided by the Act and also in respect of such other matters as may be notified by the State Government under section 16 and handover relevant documents to the association, society, federation or body corporate, as the case may be, before the conveyance of title.

**10. Agreement for Sale.** - (1) For the purpose of sub-section (2) of section 13, the agreements for sale shall be in conformity with the provisions, rules and regulations made thereunder and shall be in accordance with the model form of agreement at Annexure 'A'.

Nothing in this sub-rule shall be deemed to prevent the promoter to modify the model form of Agreement for Sale at Annexure 'A' provided that such agreement is in conformity with the provisions of sub-section (2) of section 13 of the Act and the rules and regulations made thereunder.

(2) Any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale under the Act or the rules or the regulations made thereunder.

## CHAPTER II REAL ESTATE AGENT

**11. Application for Registration by the real estate agent.**-(1) Every real estate agent required to be registered as per sub-section (2) of section 9 shall make an application in writing,-

- (i) in respect of ongoing projects, if already engaged by a Promoter of any ongoing projects without completion certificate as specified in sub-section (1) of section within a period of 45 days; and
- (ii) in case of registered real estate projects, forthwith thereafter and in any case prior to engaging in any activity relating to marketing, advertising sale or purchase of any apartments.

(2) The application shall be in Form 'G'. The following documents shall also be submitted along with the application, namely:-



- (a) brief details of his enterprise including its name, registered address of place of business, type of enterprise (proprietorship firm, societies, partnership, company etc.); Registration numbers PAN, Aadhar Card No, DIN as the case may be under which returns are required to be filed with Statutory Authority
  - (b) particulars of registration obtained under other laws, and rules and regulations, as the case may be, along with the copies of partnership deeds, memorandum of association, articles of association etc.;
  - (c) colour photographs of the real estate agent, if an individual and of all the partners, directors, trustees, etc. including persons in service or assigned work expected on a real estate agent, in case of other entities;
  - (d) income tax returns for last three financial years preceding the application or in case the applicant was exempted from filing returns in any of the three year preceding the application, a declaration to such effect;
  - (e) authenticated copy of the address proof of the principal place of business, number of branch offices if any along with contact details including Telephone Numbers, Fax Numbers and email address; and
  - (f) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real estate agent in preceding 5 years;
  - (g) details of all civil or criminal cases pending against him if an individual or any of the partners, directors, trustees etc. in case of other entities;
  - (h) copies of all letter heads; rubber stamps, acknowledgement receipts proposed to be used by the real estate agent
  - (i) such other information and documents, as may be specified by through regulations to be framed by the Authority with consultation and approval of the State Government.
- (3) (i) A sum of rupees Ten Thousand, in case of applicant being an individual;  
(ii) Rupee One lakh, in case of applicant is an entity not registered under Companies Act, 2013; or  
(iii) Rupees Twenty-Five lakhs, case of applicant is a body corporate, registered under the Companies Act, 2013, shall be paid as fees to the authority for obtaining a registration.
- (4) The fees shall be paid to the Authority through NEFT or RTGS System at the time of filing of the online application or through a pay order or demand draft payable at the head of the Authority and drawn on any scheduled bank along with an application, at the time of submission of such application.

(5) The real estate agent upon being engaged by the promoter under clause (f) of sub-section (2) of section 4 for a real estate project shall maintain and preserve books of accounts, records and documents separately for each real estate project.

**12. Grant of registration to the real estate agent or rejection of registration.-** (1) The Authority, may, within 30 days of receipt of application, satisfying itself of the fulfilment of such conditions,—

- (a) Accept the application and grant registration certificate to the real estate agent;
- (b) Upon the registration of a real estate agent as per section 9 read with sub-rule (1) Rule 11, the Authority shall issue a registration certificate with a registration number in Form 'H'.

(2) In case of rejection of the application as per section 9 or the rules or regulations made thereunder, the Authority shall, after recording the reasons in writing in form the applicant in Form 'I':

Provided that, no application for registration of a real estate agent shall be rejected unless the applicant has been given an opportunity of being heard in the matter by the Authority.

(3) (a) On completion of period as indicated in sub-rule (1) of Rule 12, the Authority shall, if the application is not rejected, provide registration number to the applicant within seven days;

- (b) if the authority fails to issue any communication about the deficiencies in his application, the application shall be deemed to have been granted and the applicant shall be deemed to have been registered and the authority shall issue a registration number to such applicant accordingly.

(4) The registration granted under this rule shall be valid for a period of five years:

*Explanation.* - The public authorities established under Special Local Laws which may sell Apartments or Buildings or Plot under any real estate project through Public Lottery as per their Rules or Regulations shall not be required to be registered as real estate agent, under these rules.

**13. Renewal of Registration of Real Estate Agent** - (1) A real estate agent to whom registration has been granted under section 9, may, make an application for renewal of his registration, at least sixty days prior to the expiry of the registration. The application shall be in Form 'J' and shall be accompanied with the same fees as are applicable in case of new registration, under these rules.

(2) The real estate agent shall also submit all the updated documents set out in clauses (a) to (i) of sub-rule (2) of rule 11 at the time of application for renewal. In case of renewal of registration, the authority shall inform the real estate agent about the same in Form 'K' and in case of rejection of the application for renewal of registration the authority, shall inform the real estate agent in Form 'I':

Provided that, no application for renewal of registration shall be rejected unless the applicant has been given an opportunity of being heard in the matter.

(3) The renewal of registration of the real estate agent shall be granted provided that the real estate agent continues to comply with the provisions and the rules and regulations made thereunder.

(4) The renewal granted of registrations to a real estate agent under this rule shall also be valid for a period of five years from the date of its renewal.

**14. Obligations of registered real estate agents.** -(1) Every registered real estate agent shall prominently display number of his Registration Certificate at the principal place of business and at its branch offices.

(2) Every registered real estate agent shall quote his number of their registration all the documents relating to advertisement, marketing, selling or purchase issued by the real estate agent along with the number of registration certificate of the real estate project.

**15. Revocation of Registration of Real Estate Agent.**-(1) Where any real estate agent who has been granted registration certificate number commits breach of any terms and conditions specified under these rules or regulations made thereunder, or where the Authority is satisfied that such registration has been secured by the real estate agent through misrepresentation or fraud, the Authority may, without prejudice to any other provisions under the Act, either *suo-moto* or on an application or complaint from the promoter or allottee or revoke the registration or suspend the same for such period as the Authority thinks fit and inform all the promoters:

Provided that, no such revocation or suspension of registration shall be made by the Authority unless an opportunity of being heard has been given to the real estate agent.

(2) Where the Authority revokes the registration it shall intimate about the same to the concerned real estate agent in Form 'I':

Provided that, on the revocation of the registration by the Authority of any real estate agent; fresh application for grant of registration cannot be made again within a period of six months by such real estate agent.

**16. Maintenance and preservation and production of books of accounts, records and documents.**- Every registered real estate agent shall maintain and preserve such books of accounts, records and documents as he may be required in accordance with the provisions of the Income Tax Act, 1961 or the Companies Act, 2013 or under any other applicable law for the time being in force or rules and regulations framed thereunder and will be required to produce them for inspection if so needed for grant or renewal of the registration.

**17. Other functions of a real estate agent.** -The real estate agent shall provide assistance to enable the allottee and promoter of each real estate project, to exercise their respective rights and fulfil their respective obligations at the time of marketing and selling, purchase and sale of any plot, apartment or building, as the case may be and not involve himself in any unfair trade practices, namely:—

(i) making any statement, whether orally or in writing or by visible representation which—

(A) falsely or knowingly represents that services or amenities are of a particular standard or grade;

(B) represents that the Promoter or himself has approval or affiliation which such promoter or himself does not have;

- (C) makes a false or misleading representation concerning the services which the promoter does not have;
- (ii) permitting the publication of any advertisement whether in any newspaper or other media, of services that are not intended to be offered by the promoter;
- (iii) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building or as the case may be;
- (iv) discharge such other functions as prescribed by the regulations of the Authority.

### CHAPTER III RATE OF INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

**18. Rate of interest payable by the promoter and the allottee.** -The rate of interest payable by the promoters to the allottees or by the allottees to the promoters, as the case may be, shall at two per cent. above the prevalent Prime Lending Rate of State Bank of India prevailing on the date on which the amount becomes due:

**19. Timelines for refund.** -The refund of any amount which is payable by the promoters to allottees along with the applicable interest and compensation, if any, under the Act or the Rules and Regulations, shall be made by the Promoter through RTGS or NEFT or Demand Draft drawn on any Scheduled Bank to the allottee within 30 days from the date on which such refund along with applicable Interest and Compensation, becomes due and payable to the allottee:

Provided that, every instance thereof shall be reported by the concerned promoters within thirty days to the Authority.

### CHAPTER IV DISCLOSURES BY PROMOTERS ON THE WEBSITE OF AUTHORITY

**20. Details to be published on the website regarding real estate projects.-**

For the purpose of clause (b) of section 34, the Authority shall ensure that all the disclosures made by the promoters to the authority with regard to the Real Estate project for which registration has been given, shall be made available on its website, except for the following:

- (i) Details provided under Section 4 (2) (b), (e), (g), (h), (i), (l) of the Act;
- (ii) Details provided under Rule 3 (2) of these Rules

However, the authority may through regulation specify further details of the registered Real Estate Projects to be made available on the Website. The authority shall ensure that such information is updated at the interval of every quarter.

**21. Details to be published on the website regarding real estate agents.**-For the purpose of clause (d) of section 34, the Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:

(a) For real estate agents registered with the Authority:

- (i) registration number and the period of validity of the registration of the real estate agent with the regulatory authority;
- (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (iii) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (iv) photograph of the real estate agent if it is and individual and the photograph of the partners, directors etc. in case of other persons;
- (v) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

(b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Authority:

- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
- (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (iii) photograph of the real estate agent if it is and individual and the photograph of the partners, directors etc. in case of other persons.

(c) such other information or documents as the authority may, from time to time, require the promoter to submit in accordance with the regulations.

**22. Obligation of the Authority to ensure cyber security of its website.**- The Authority shall ensure adequate measure to ensure cyber security of its Website a back-up, in digital form, of the contents of its Website in terms of this rule, and ensure that such back-up is updated on the last day of every month. The Authority shall maintain and update its Website and observe provisions of the Information Technology Act, 2002 and Right to Information Act, 2005.

**CHAPTER V****FILING OF COMPLAINTS WITH THE AUTHORITY OR THE ADJUTICATING OFFICER**

**23. Manner of filing a complaint with the regulatory authority and the manner of holding an inquiry by the regulatory authority.-** (1) Any aggrieved person, having interest in the project, may file a complaint with the regulatory authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, as per Form 'L' which shall be accompanied by a fee of rupees Ten Thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated.

(2) The regulatory authority shall for the purposes of deciding any complaint as specified under sub-rule

(1), the following procedure for inquiry in the following manner:

- (a) Upon receipt of the complaint the regulatory authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
- (b) The notice shall specify a date and time for further hearing;
- (c) On the date so fixed, the regulatory authority shall explain to the respondent or his authorized representative about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent:
  - (i) pleads guilty, the regulatory authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
  - (ii) does not plead guilty and contests the complaint the regulatory authority shall demand and explanation from the respondent;
- (d) In case the regulatory authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
- (e) In case the regulatory authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;
- (f) On the date so fixed the adjudicating officer shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the regulatory authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (g) The regulatory authority upon consideration of the evidence produced before it and other records and submissions is satisfied that

- (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder with reasons to be recorded in writing;
- (ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the regulatory authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (h) If any person fails, neglects or refuses to appear, or present himself as required before the regulatory authority, the regulatory authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

**24. Manner of filing a complaint with the adjudicating officer and the manner of holding an inquiry by the adjudicating officer.-** (1) Any aggrieved person may file a complaint with the adjudicating officer for compensation under section 12, 14, 18 and 19 as per Form 'M' which shall be accompanied by a fee of rupees Ten thousand in the form of a demand draft drawn on a nationalized bank in favour of regulatory authority and payable at the main branch of that bank at the station where the seat of the said regulatory authority is situated.

- (2) The Adjudicating Officer shall for the purposes of deciding any complaint as specified under sub-rule (1), the following procedure for inquiry in the following manner:
  - (i) Upon receipt of the complaint the Adjudicating Officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
  - (ii) The notice shall specify a date and time for further hearing;
  - (iii) On the date so fixed, the Adjudicating Officer shall explain to the respondent or his authorized representative about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent:
    - a. pleads guilty, the Adjudicating Officer shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
    - b. does not plead guilty and contests the complaint the Adjudicating Officer shall demand and explanation from the respondent;
  - (iv) In case the Adjudicating Officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
  - (v) In case the Adjudicating Officer is satisfied on the basis of the submissions made that the

there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;

- (vi) On the date so fixed the adjudicating officer shall require the applicant and respondent to give evidence or to produce any document which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry. Thereafter, the Adjudicating Officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (vii) The Adjudicating Officer upon consideration of the evidence produced before it and other records and submissions is satisfied that
- the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder with reasons to be recorded in writing;
  - the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the Adjudicating Officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

If any person fails, neglects or refuses to appear, or present himself as required before the Adjudicating Officer, the Adjudicating Officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

#### CHAPTER VI MISCELLANEOUS

**25. Application of other laws not barred.**- Nothing in these rules or the regulations of the Authority shall be construed to be in derogation of, provisions of any other laws or rules for the time being in force and rules and regulations made thereunder.

FORM 'A'  
[See rule 3(3)]

#### APPLICATION FOR REGISTRATION OF PROJECT

To,

The Real Estate Regulatory Authority

\_\_\_\_\_

\_\_\_\_\_

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at \_\_\_\_\_ Tehsil /District / City situated in State of Maharashtra.



1. The requisite particulars are as under:-

(i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / competent authority;

(ii) In case of individual –

- (a) Name
- (b) Father's Name
- (c) Occupation
- (d) Permanent address
- (e) Photograph

OR

In case of firm / societies / trust / companies / limited liability partnership / competent authority -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Main objects
- (e) Name, photograph and address of chairman of the governing body / partners / directors etc.

(iii) PAN No. \_\_\_\_\_;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained \_\_\_\_\_;

(v) Details of project land held by the applicant \_\_\_\_\_;

(vi) brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, \_\_\_\_\_;

(vii) Agency to take up external development works \_\_\_\_\_ Local Authority / Self Development;

(viii) Registration fee by way of a demand draft dated \_\_\_\_\_ drawn on \_\_\_\_\_ bearing no. \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_/- calculated as per sub-rule (5) of rule 3;

(ix) Any other information the applicant may like to furnish.

2. I/we enclose the following documents in triplicate, namely:-

- (i) authenticated copy of the PAN card of the promoter;
- (ii) estimated cost of Real Estate project as defined in Section 2 (v) of the Act;
- (iii) copy of the legal title report reflecting the flow of title of the promoter to the land on which development is proposed to be developed with authentication of such title, if such land is owned by another person;
- (iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
- (v) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title report reflecting the title of such owner on the land proposed to be developed;
- (vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the for the real estate project mentioned in the application, and where the project is proposed to be

- developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
- (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
- (viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
- (ix) the location details of the project, with clear demarcation of land dedicated for the said project along with its boundaries including the latitude and longitude of the end points of the project;
- (x) the proposed plan, proposed layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
- (xi) Proposed Floor Space Index to be consumed and sanctioned Floor Space Index. In case the sanctioned Floor Space Index is different than what is proposed to be consumed by the promoter, then the proposed Floor Space Index shall be disclosed at the time of registration and as and when the Floor Space Index is sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
- (xii) Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned Number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed Number building(s) or wig(s) shall be disclosed at the time of registration and as and when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
- (xiii) Proposed Number of Floors in respect of each of the building or wing to be constructed and sanctioned Number of Floors in respect of each of the building or wing. In case the sanctioned Number of Floors is different than what is proposed to be constructed by the promoter, then the proposed Number of Floors shall be disclosed at the time of registration and as and when the Additional Number of Floors are sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
- (xiv) Aggregate area in sq. meters of the recreation open space
- (xv) the plan of proposed development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
- (xvi) the location details of the proposed project, with clear demarcation of land dedicated for the said project along with its boundaries including the latitude and longitude of the end points of the project;
- (xvii) proforma of the allotment letter and agreement for sale, to be signed with the allottees and the conveyance deed proposed to be signed with the societies / federation/ common organization of allottees/federation of common organization;
- (xviii) the number, type and the carpet area of apartments for sale in the proposed project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas apartment with the apartment, if any;
- (xix) the number and areas of garage for sale in the proposed project to be provided at basements, stilts podium or independent structure or parking provided by mechanised parking arrangement;

- (xx) the number of covered or open enclosed or unenclosed parking areas in the real estate project;
- (xxi) the names and addresses of his real estate agents, if any, for the proposed project;
- (xxii) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
- (xxiii) a declaration in **FORM 'B'**.
- (xxiv) For ongoing project the Promoter shall submit a certificate from the project Architect certifying the percentage of completion of construction work of each of the building / wing of the project, a certificate from the Engineer for the estimated balance cost to complete the construction work of each of the building / wing of the project, and a certificate from a Chartered Accountant for the estimated balance cost to complete the project. The promoter shall submit a certificate from a Chartered Accountant certifying the balance amount of receivables from the apartments / flats / premises sold or allotted and in respect of which agreement have been executed and estimated amount of receivables in respect of unsold apartments / flats / premises calculated at the prevailing ASR rate on the date of certificate.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my/our knowledge and belief.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

**FORM 'B'**  
**[See rule 3(6)]**

**DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER**

Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. \_\_\_\_\_ promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated \_\_\_\_\_;

I, \_\_\_\_\_ promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That I / promoter have / has a legal title Report to the land on which the development of the project is proposed

OR

\_\_\_\_\_ have/has a legal title Report to the land on which the development of the proposed project is to be carried out

AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.

OR

That details of encumbrances\_\_\_\_\_ including details of any rights, title, interest or name of any party in or over such land, along with details.

3. That the time period within which the project shall be completed by me/promoter is \_\_\_\_\_.

4. (a) For new projects :

That seventy per cent of the amounts realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

(b) For on going project on the date of commencement of the Act

(i) That seventy per cent of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

OR

(ii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

5. That the amounts from the separate account shall be withdrawn in accordance with Rule 5 of Maharashtra Real Estate(Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016.
6. That I / promoter shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and

signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

7. That I / promoter shall take all the pending approvals on time, from the competent authorities.
8. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.

Deponent

**Verification**

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_.

Deponent

**FORM 'C'**  
**[See rule 6(a)]**

**REGISTRATION CERTIFICATE OF PROJECT**

This registration is granted under section 5 of the Act to the following project under project registration number \_\_\_\_\_:

(Specify Details of Project including the project address);

1. (in the case of an individual) Mr./Ms. \_\_\_\_\_ son of Mr./Ms. \_\_\_\_\_ Tehsil \_\_\_\_\_ District/City situated in \_\_\_\_\_ State of Maharashtra \_\_\_\_\_;

OR

(in the case of a firm / society / company / competent authority) \_\_\_\_\_ firm / society / company / competent authority \_\_\_\_\_ having its registered office / principal place of business at \_\_\_\_\_.

2. This registration is granted subject to the following conditions, namely:-

- (i) The promoter shall enter into an agreement for sale with the allottees;
- (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016;

- (iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

(iii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- (iv) The Registration shall be valid for a period of \_\_\_\_\_years commencing from \_\_\_\_\_and ending with \_\_\_\_\_unless renewed by the Real Estate Regulatory Authority in accordance with section 5 read with rule 6 of the Act;
- (v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (vi) That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated: Place:

Signature and seal of the Authorized Officer Real Estate  
Regulatory Authority

**FORM 'D'**

**[See Rule 6(b), Rule 7(2); Rule 8(1)]**

**INTIMATION OF  
REJECTION OF APPLICATION FOR REGISTRATION OF PROJECT / REJECTION OF APPLICATION FOR  
EXTENSION OF REGISTRATION OF PROJECT / REVOCATION OF REGISTRATION OF PROJECT**

From:

The Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application/Registration No.: \_\_\_\_\_

Dated: \_\_\_\_\_

You are hereby informed that your application for registration of your project is rejected.

OR

You are hereby informed that your application for extension of the registration of your project is rejected.

OR

You are hereby informed that the registration granted to your project is hereby revoked for the reasons set out:- \_\_\_\_\_

Place:

Dated:

Signature and seal of the Authorized Officer Real Estate  
Regulatory Authority

**FORM 'E'**

**[See rule 7(1)]**

**APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT**

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/We hereby apply for renewal of registration of the following project:

\_\_\_\_\_ registered with the regulatory authority  
vide project registration certificate bearing No.\_\_\_\_ which expires on\_\_\_\_\_.

As required I/we submit the following documents and information, namely:-

(i) A demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for rupees \_\_\_\_\_ in favour of  
\_\_\_\_\_ drawn on \_\_\_\_\_ bank as extension fee as provided under sub-rule (3) of rule 7;

(ii) Authenticated copy of proposed Plan of the project showing the stage of development works undertaken till date;

(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in **Form 'B'** at the time of making application for the registration of the project \_\_\_\_\_;

(iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority;

(i) The original project registration certificate; and

(ii) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully,

Signature and seal of the applicant(s)

**FORM 'F'**  
**[See rule 7(2)]**

**CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT**

This extension of registration is granted under section 7 of the Act, to the following project:

\_\_\_\_\_ registered with  
the regulatory authority vide project registration certificate bearing No. \_\_\_\_\_ of

1. (in the case of an individual) Mr./Ms. \_\_\_\_\_ son of  
Mr./Ms. \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_ /City situated in State of  
Maharashtra \_\_\_\_\_; OR (in the case of a firm / society / company  
/ competent authority) \_\_\_\_\_ firm / society / company /  
competent authority \_\_\_\_\_ having its registered  
office/principal place of business at \_\_\_\_\_.



2. This renewal of registration is granted subject to the following conditions, namely:-

- (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 (2) of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2016;
- (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

OR

(ii) That entire of the amounts to be realised hereinafter by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- (iii) The registration shall be valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
- (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (v) That the promoter shall take all the pending approvals from the competent authorities
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

**FORM ' G**  
**[See rule 11(2)]**  
**APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT**

To  
 The Real Estate Regulatory Authority

\_\_\_\_\_

\_\_\_\_\_

Sir,

I/We apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the \_\_\_\_\_ Union territory in terms and the rules and regulations made thereunder,

1. (in the case of an individual) Mr./Ms. \_\_\_\_\_ son of  
 Mr./Ms. \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_  
 \_\_\_\_\_;

OR

(in the case of a firm / society / company) \_\_\_\_\_ firm / society / company  
 \_\_\_\_\_ having its registered office / principal place of business at \_\_\_\_\_.

2. The requisite particulars are as under:-

(i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;

(ii) In case of individual –

- (a) Name
- (b) Father's Name
- (c) Occupation
- (d) Permanent address
- (e) Photograph

OR

In case of firm / societies / companies -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of partners / directors etc.

(iii) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(iv) authenticated copy of the address proof of the place of business;

(v) Details of registration in any other State or Union territory;

(vi) Any other information the applicant may like to furnish.

3. I/we enclose the following documents along with, namely:-

- (i) Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_, in favour of \_\_\_\_\_, drawn on \_\_\_\_\_ bank as registration fee as per sub-rule (3) of rule 11;
- (ii) authenticated copy of the PAN card of the real estate agent; and
- (iii) authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;

4. I/we solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

**FORM ' H '**

**[See rule 12(1)(b)]**

**REGISTRATION CERTIFICATE OF REAL ESTATE AGENT**

1. This registration is granted under section 9 with registration certificate bearing No. \_\_\_\_\_ to -  
(in the case of an individual) Mr./Ms. \_\_\_\_\_ son of  
Mr./Ms. \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_  
\_\_\_\_\_;

OR

(in the case of a firm / society / company) \_\_\_\_\_ firm / society / company \_\_\_\_\_  
having its registered office / principal place of business at \_\_\_\_\_. to act as a real estate agent to  
facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects  
registered in the \_\_\_\_\_ Union territory in terms and the rules and regulations made thereunder,

2. This registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17;

(iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(v) The real estate agent shall comply with the provisions and the rules and regulations made thereunder;

(vi) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

3. The registration is valid for a period of five years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the regulatory authority in accordance with the provisions or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

**FORM ' I '**

[See rule 12(2), 13(2), 15(2)]

**INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT / REJECTION OF APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT / REVOCATION OF REGISTRATION OF REAL ESTATE AGENT**

From:

The Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Application / Registration No.: \_\_\_\_\_

Dated: \_\_\_\_\_

You are hereby informed that your application for registration as real estate agent is rejected.

OR

You are hereby informed that your application for the renewal of the registration as real estate agent is rejected.

OR

You are hereby informed that the registration granted to you as real estate agent is hereby revoked. for the reasons set out:- \_\_\_\_\_

Place:

Dated:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

**FORM 'J'**  
**[See rule 13(1)]**  
**APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT**

From:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To

The Real Estate Regulatory Authority,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sir,

I/we apply for renewal my/our registration as a real estate agent under registration certificate bearing No. \_\_\_\_\_, which expires on \_\_\_\_\_.

As required I/we submit the following documents and information, namely:-

(i) A demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ for rupees \_\_\_\_\_ in favour of \_\_\_\_\_ drawn on \_\_\_\_\_ bank as renewal fee;

(ii) The original registration certificate; and

(iii) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;

(iv) In case of individual –

- (a) Name
- (b) Father's Name
- (c) Occupation
- (d) Permanent address
- (e) Photograph

OR

In case of firm / societies / companies -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of partners / directors

(v) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

(vi) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(vii) authenticated copy of the address proof of the place of business;

(viii) Details of registration in any other State or Union territory;

(ix) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

**FORM 'K'**  
[See rule 13(2)]  
**RENEWAL OF REGISTRATION OF REAL ESTATE AGENT**

1. This renewal of registration is granted under section 9 to -  
(in the case of an individual) Mr./Ms. \_\_\_\_\_ son of Mr./Ms.  
\_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_;

OR

(in the case of a firm / society / company) \_\_\_\_\_ firm / society / company  
\_\_\_\_\_ having its registered office / principal place of business at \_\_\_\_\_. in  
continuation to registration certificate bearing No. \_\_\_\_\_, of \_\_\_\_\_.

2. This renewal of registration is granted subject to the following conditions, namely:-

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 16;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10 read with Rule 17;

(iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

(vi) The real estate agent shall comply with the provisions and the rules and regulations made thereunder;

3. The registration is valid for a period of five years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the regulatory authority in accordance with the provisions or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer  
Real Estate Regulatory Authority

**FORM 'L'**

[See rule 23(1)]

**COMPLAINT TO REGULATORY AUTHORITY**

Complaint under section 31 of the Act

For use of Regulatory Authority(s) office: Date of filing: \_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Complaint No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Registrar: \_\_\_\_\_

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

\_\_\_\_\_ Complainant(s)

And

\_\_\_\_\_ Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

(i) Name of the complainant:

(ii) Address of the existing office / residence of the complainant:

(iii) Address for service of all notices:

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

## 3. Jurisdiction of the regulatory authority:

The complainant declares that the subject matter of the claim falls within the jurisdiction of the regulatory authority.

## 4. Facts of the case:

[give a concise statement of facts and grounds for complaint]

## 5. Relief(s) sought:

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) \_\_\_\_\_

[Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

## 6. Interim order, if prayed for:

Pending final decision on the complaint the complainant seeks issue of the following interim order:

[Give here the nature of the interim order prayed for with reasons]

## 7. Complainant not pending with any other court, etc.:

The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

## 8. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 23:

- (i) Amount
- (ii) Name of the bank on which drawn
- (iii) Demand draft number

## 9. List of enclosures:

[Specify the details of enclosures with the complaint]

**Verification**

I \_\_\_\_\_ (name in full block letters) son / daughter of \_\_\_\_\_ the complainant do hereby verify that the contents of paragraphs [1 to 9] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place :

Date :

Signature of the complainant(s)



**FORM 'M'**  
**[See rule 24(1)]**  
**APPLICATION TO ADJUDICATING OFFICER**

Claim for compensation under section 31 read with section 71 of the Act

For use of Adjudicating Officers office: Date of filing:

\_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Application No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

\_\_\_\_\_applicant(s)

And

\_\_\_\_\_Respondent(s)

Details of claim:

1. Particulars of the applicant(s):

(i) Name of the applicant:

(ii) Address of the existing office / residence of the appellant:

(iii) Address for service of all notices:

(iv) Details of allottees apartment, plot or building

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Registration no. and address of project:

3. Jurisdiction of the Adjudicating Officer:

The applicant declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer.

4. Facts of the case:

[give a concise statement of facts and grounds of claim against the promoter]

5. Compensation(s) sought:

In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s) \_\_\_\_\_

[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

6. Claim not pending with any other court, etc.:

The applicant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

7. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 24:

- (i) Amount
- (ii) Name of the bank on which drawn
- (iii) Demand draft number

8. List of enclosures:

[Specify the details of enclosures with the application]

**Verification**

I \_\_\_\_\_ (name in full block letters) son / daughter of \_\_\_\_\_ the applicant do hereby verify that the contents of paragraphs [1 to 8] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place :

Date :

Signature of the applicant (s)

**Annexure 'A'**

**Model Form of Agreement to be entered into between  
Promoter and Allottee(s)  
(See rule 10(1))**

***EXPLANATORY NOTE***

This is only a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of each case but in any event, matter and substance mentioned in those clauses, which are in accordance with the statute and mandatory according to the provisions of the Act shall be retained in each and every individual Agreement executed between the Promoter and Allottee. Any departure or variation from these statutory and mandatory conditions, being and ultra vires of the provisions of the Real Estate (Regulation and Development) Act 2016 and therefore will not be binding and enforceable upon the parties.

**Model Form of Agreement**

This Agreement made at.....this.....day of..... in the year Two Thousand and ..... between .....having address at .....hereinafter referred to as "the Promoter of the One Part and ( ..... ) having address at .....hereinafter referred to as " the Allottee" ( ..... ) of the Other Part.

WHEREAS by an Agreement/Conveyance dated .....day of .....20..... and executed between ..... of the One Part ( hereinafter referred to as " the Vendor") and the Promoter of the Other Part the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land lying and being at ..... in the Registration sub-District of ..... admeasuring ..... sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said land").

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the ..... day of .....20..... made between ..... of the One Part (hereinafter referred to as " the Lessor" ) and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land situate at ....., admeasuring.....sq.m. or thereabouts more particularly described in the First Schedule hereunder written ( hereinafter referred to as " the said land" ) at a rent of Rs. .... per annum/month and on the terms and conditions contained in the said Lease/Agreement for Lease.

AND WHEREAS the lease/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement dated .....day of 20...../Power of Attorney dated ..... executed between Shri..... ( hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part ( hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter a development rights to the piece or parcel of freehold land lying and being at ..... in the Registration Sub-District of ..... admeasuring ..... sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the said land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

Give Complete Recital of the Title of the Promoter to the plot on which promoter proposes to construct and sale the Apartment

AND

Also specify

- (i) Any covenants affecting the said property
- (ii) Any impediments attached to the said property
- (iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property
- (iv) Details of illegal encroachment on the said property
- (v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained
- (vi) Details of mortgage or lien or charge on the said property

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the said land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter is in possession of the said land

AND WHEREAS the Promoter has proposed to construct on the said land (here specify number of buildings and wings thereof) ..... having \_\_\_\_\_(here specify number of Basements,/podiums/stilt and upper floors)

AND WHEREAS the Allottee is offered an Apartment bearing number \_\_\_\_\_ on the \_\_\_\_\_ floor, ( herein after referred to as the said "Apartment") in the \_\_\_\_\_ wing of the Building called \_\_\_\_\_ (herein after referred to as the said "Building") being constructed in the \_\_\_\_\_phase of the said project, by the Promoter

AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council or Architects and such Agreement is as per the Agreement prescribed by the Council or Architects;

AND WHEREAS the Promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the structural Engineer till the completion of the building/buildings.

AND WHEREAS by virtue of the Development Agreement/Power of Attorney the Promoter alone has the sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the said land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale price in respect thereof;

AND WHEREAS the Allottee demanded from the Promoter and the Promoter has given inspection to the Allottee of all the documents of title relating to the said land and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the rules made thereunder;

AND WHEREAS the copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the said land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked Annexure 'A' and 'B', respectively.

AND WHEREAS the copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked Annexure C-1.

AND WHEREAS the copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked Annexure C-2,

AND WHEREAS the copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter have been annexed hereto and marked Annexure D-1, and as approved by the concerned local authority have been annexed hereto and marked Annexure D-2

AND WHEREAS the Promoter has got some of approvals from the concerned local authority the plans, the specifications, elevations, sections and of the said building/s and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupation Certificate of the said Building

AND WHEREAS while sanctioning the said plans concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the said land and the said building and upon due observance and performance of which only the completion or occupation certificates in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has accordingly commenced construction of the said building/s in accordance with the said proposed plans.

AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. .... on .....floor in wing \_\_\_\_ situated in the building No. .... being constructed in the \_\_\_\_\_ phase of the said Project,

AND WHEREAS the carpet area of the said Apartment is \_\_\_\_\_ square meter (\_\_\_\_\_ square meter), and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.

AND WHEREAS relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the said Allottee, said Apartment at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Allottee has paid to the Promoter a sum of Rs..... (Rupees .....) only, being part payment of the sale price of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment or Earnest Money Deposit, or Holding Amount or Application Fee (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_ no.\_\_\_\_;

AND WHEREAS under section 13 of the said Act the Promoter is required to execute a written Agreement for sale of said Apartment to the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

**NOW THIS AGREEMENT WITNESSETHD AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

1. The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the said land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.

**Provided** that the Promoter shall have to obtain prior consent in writing to the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due change in law.

- 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee one Apartment No. .... of the type ..... of carpet area admeasuring ..... sq. metres on ..... floor in the building \_\_\_\_\_ along with (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C for the consideration of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the Apartment including the proportionate price of the limited common areas and facilities and parking spaces should be shown separately).
- (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-
- (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Car parking spaces bearing Nos \_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium and/or open parking space, being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-.
- 1(b) The total aggregate consideration amount for the apartment including garages/car parking spaces is thus Rs. \_\_\_\_\_/-
- 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 Earnest Money Deposit of application fee and hereby agrees to pay to that Promoter the balance amount of purchase consideration of Rs ..... ( Rupees ..... ) in the following manner :-
- Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter on 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 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.
  - 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.
- viii. 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 occupation certificate or completion certificate.
- 1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes 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 the possession of the [Apartment/Plot].
- 1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1(f) The Promoter may allow, in its sole discretion, a rebate for early payments of = instalments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1(h) The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

Note : Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalment linked to number of basements/podiums/floors in case of multi-storied building /wing.

- 2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupation and/or completion certificates in respect of the Apartment.
- 2.2 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above. ("Payment Plan").
3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the said land is ..... square meters only and Promoter has planned to utilize Floor Space Index of \_\_\_\_\_ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of \_\_\_\_\_ as proposed to be utilized by him on the said Land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.
4. The Promoter hereby agrees that he shall, before handing over possession of the Apartment to the Allottees and in any event before execution of a conveyance/assignment of lease of the said structure of the said Building or wing in favour of a corporate body to be formed by the allottee(s)allottees of Apartments/shops/garages in the building/wing to be constructed on the said land ( hereinafter referred to as " the Society"/ " the Limited Company" ) make full and true disclosure of the nature of his title to the said structure of the said Building/wing as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said structure of the said Building/wing, and shall, as far as practicable, ensure that the said structure of the said building/wing is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said structure of the said building or wing, so as to enable him to convey/lease the said structure to the said Society/Limited Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said structure of the said building/wing by the Promoter in favour of the said Society/Limited Company, within two months of obtaining occupation certificate /completion certificate in respect of the said building or wing or on receipt of minimum of 60% of the total allottees in such a building or wing have taken possession and the Promoter has received the full consideration of such allottees whichever is earlier.
5. The Promoter hereby agrees that he shall, before handing over possession of the said Land to the Apex Body formed of all the Society or Limited company as its members, and in any event before execution of a conveyance/assignment of lease of the said Land in favour of a Apex Body to be formed by the society or Limited company formed for each of the building/wing to be constructed on the said land ( hereinafter referred to as " the Apex Body" or "Federation" or "Holding Company" ) make full and true



disclosure of the nature of his title to the said Land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said Land, and shall, as far as practicable, ensure that the said Land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said Land, so as to enable him to convey/lease the said Land to the said Apex Body/Federation/Holding Company with absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said Land by the Promoter in favour of the said Apex Body/Federation/Holding Company, within two months of registering the society or company of the Apartment Allottee(s) of the last of the building or wing constructed on the said Land.

- 6.1 The Allottee agrees to pay to the Promoter interest at \_\_\_\_per cent per annum on all the amounts which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.
- 6.2 without prejudice to right of promoter to charge the interest in terms of sub clause (i) above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option, to terminate this Agreement:
- 6.3 **Provided** that, Promoter shall give notice of seven days in writing to the Allottee by email at the email address provided by the Allottee of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectifies the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement and upon termination of this Agreement the Promoter, shall be at liberty to dispose of and sell the Apartment to such person and at such price as the Promoter may in his absolute discretion think fit.
- 6.4 **Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of six months of the termination, the instalments of sale price of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.
7. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particulars like brand, or price range (if unbranded)to be provided by the Promoter in the said building and the Apartment are those that are set out in Annexure 'E' annexed hereto.
8. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20\_\_\_ If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 6 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid,

9. **Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -
- (i) non-availability of steel, other building material, water or electric supply ;
  - (ii) war, civil commotion or act of God ;
  - (iii) any notice, order, rule, notification of the Government and/or other public or competent authority.
- 10.1 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate\* of the Project.
- 10.2 The Allottee shall take possession of the Apartment within 15 days of the Promoters giving written notice to the Allottee intimating that the said Apartments are ready for use and occupation:
- 10.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 10.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause **10.1** such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 10.4 If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016.
11. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of \*residence/office/show-room/shop/godown for carrying on any industry or business. (\*strike of which is not applicable) He shall use the garage or parking space only for purpose of keeping or parking the Allottee's owned vehicle.
12. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed

Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

- 13.1 The Promoter shall, within three months of registration of the Society or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
- 13.2 The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said land on which the building with multiple wings or buildings are constructed.
- 13.3 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 floor area of the Apartment) of outgoings in respect of the said 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 said land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Allottee undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. It is agreed that the non-payment or default in payment of outgoings on time by Allottee shall be regarded as the default on the part of the Allottee and shall entitle the Promoter to terminate this agreement in accordance with the terms and conditions contained herein.
15. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-
- (i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
  - (ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.
  - (iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
-

(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.

(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs \_\_\_\_\_ for deposits of electrical receiving and Sub Station provided in Layout

16. The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.
17. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the said Land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Land to be executed in favour of the Apex Body or Federation.

#### **18.1 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows:

- i. The Promoter has clear and marketable title with respect to the said Land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the said Land and also has actual, physical and legal possession of the said Land for the implementation of the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
- iii. There are no encumbrances upon the said Land or the Project except those disclosed in the title report;
- iv. There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, said Land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building/wing and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;
- x. The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

18.2 The Allottee/s or himself/themselves with intention to bring all persons into whose hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to

the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said land and the building in which the Apartment is situated.
- vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes. Water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee to any purposes other than for purpose for which it is sold.
- ix. The Allottee shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up and only if the Allottee had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee has intimated in writing to the Promoter and obtained the written consent of the Promoter for such transfer, assign or part with the interest etc.
- x. The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and

maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation regarding the occupation and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

- xi. Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
  - xii. Till a conveyance of the said Land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof.
19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.
  20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces , will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the said Land is transferred to the Apex Body /Federation as hereinbefore mentioned.
  21. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/] 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 Allottee who has taken or agreed to take such [Apartment/plot].

## 22. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to

execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 7(Seven) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

### 23. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

### 24. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

### 25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

### 26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

### 27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.



28. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

30. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment of lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

31. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post A.D or notified Email ID/Under Certificate of Posting at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)  
Notified Email ID: \_\_\_\_\_

M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_ (Promoter Address)  
Notified Email ID: \_\_\_\_\_

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

32. **JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33. **GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the \_\_\_\_\_ courts will have the jurisdiction for this Agreement

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**First Schedule** Above Referred to

Description of the freehold/leasehold land and all other details

In case of a layout, in addition, the Promoter shall also disclose all the details as referred in sub-section (3) (a),(b),(c) and (d) of section 3 of the said Act.)

**Second Schedule** Above Referred to

Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities as referred in sub-section (2) (a) of section 9.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

**Allottee:** (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_

in the presence of WITNESSES:

1. Name \_\_\_\_\_  
Signature \_\_\_\_\_

2. Name \_\_\_\_\_  
Signature \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) \_\_\_\_\_

(Authorized Signatory) WITNESSES:

Name \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Note – Execution clauses to be finalised in individual cases having regard to the constitution of the parties to the Agreement.

**SCHEDULE 'A' –**

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B' –**

FLOOR PLAN OF THE APARTMENT

**ANNEXURE –A**

Name of the Attorney at Law/Advocate,

Address :

Date :

No.

RE. :

**Title Report**

Details of the Title Report

**The Schedule Above Referred to**

(Description of property)

Place:

Dated .....day of ..... 20.....

(Signed )

Signature of Attorney-at-Law/Advocate

**ANNEXURE –B**

(Copies of Property Card or extract Village Forms VI or VII and XII or any other revenue record showing nature of the title of the Vendor/Lessor/Original Owner/Promoter to the said land).

**ANNEXURE –C-1**

(the copies of the plans of the Layout as approved by the concerned Local Authority )

**ANNEXURE C-2**

( the copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project )

**ANNEXURE D-1**

The copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as proposed by the Promoter

**ANNEXURE D-2**

The copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee as approved by the concerned local authority

**ANNEXURE –E**

(Specification and amenities for the Apartment),

Received of and from the Allottee above named the sum of Rupees ..... on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

By order and in the name of the Governor of Maharashtra,

R. K. DHANAWADE,  
Deputy Secretary to Government.



# महाराष्ट्र शासन राजपत्र

## असाधारण भाग चार-अ

वर्ष २, अंक १०९(२)]

गुरुवार, डिसेंबर ८, २०१६/अग्रहायण १७, शके १९३८

[पृष्ठे १२, किंमत : रुपये १५.००

असाधारण क्रमांक १६२

प्राधिकृत प्रकाशन

महाराष्ट्र शासनाने केंद्रीय अधिनियमान्वये तयार केलेले  
(भाग एक, एक-अ आणि एक-ल यांमध्ये प्रसिद्ध केलेले नियम व आदेश यांव्यतिरिक्त) नियम व आदेश.

### HOUSING DEPARTMENT

Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya,  
Mumbai 400 032, dated 8th December 2016

### NOTIFICATION

THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

No. REA. 2016/CR No.79/DVP-2 .—The following draft of rules which the Government of Maharashtra proposes to make in exercise of powers conferred by sub-sections (1) and (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016, and of all other powers enabling it in that behalf, is hereby published, for information of all the persons likely to be affected thereby ; and notice is hereby given that the said draft rules will be taken into consideration by the Government of Maharashtra on or after the 23rd December 2016.

2. Any objections or suggestions, either through e-mail *viz.* “[suggestionsonrera@maharashtra.gov.in](mailto:suggestionsonrera@maharashtra.gov.in)”, or in post, which may be received by the Principal Secretary, Housing Department, Mantralaya, Mumbai 400 032, from any person with respect to the said draft on or before the aforesaid date, will be considered by the Government.

## DRAFT RULES

In exercise of the powers conferred by sub-section (1) and clauses (l), (m), (n), (o) and (zf) of sub-section (2) of section 84 of the Real Estate(Regulation and Development) Act 2016 (16 of 2016), and of all other powers enabling it in that behalf, the Government of Maharashtra, after considering the objections and suggestions pursuant to the Government Notification, Housing Department, No. \*\*\*, dated the \*\*\* of 2016, published in the Maharashtra Government Gazette, Extraordinary, Part IV-A, dated the \*\*\* of \*\*\* 2016 , hereby make the following rules for the establishment of the Real Estate Regulatory Authority, as follows, namely:-

### CHAPTER I PRELIMINARY

1. *Short title and commencement.* - These rules may be called the Maharashtra Real Estate Regulatory Authority, Officers and Employees (Appointment and Service Conditions) Rules, 2016.

2. *Definitions.- (1)*In these rules, unless the context otherwise requires,–

(a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) “Authority” means the Real Estate Regulatory Authority established under the sub-section (1) of section 20 of the Act, by the State Government by notification in the *Official Gazette*, for such area or areas as may be specified in the notification and include different Authorities as may be established for different areas;

(c) "Consultant" means a consultant appointed by the Authority for carrying out the purposes of the Act;

(d) “Form” means the Forms annexed to these rules

(e) “section” means section of the Act;

(f) “Selection Committee” means the committee specified in section 22 of the Act;

(g) "State Government" or "Government" means the Government of Maharashtra.

(2) Words and expressions used hereinabove but not defined shall have the same meaning respectively assigned to them in the Act.

## CHAPTER II

### REAL ESTATE REGULATORY AUTHORITY

3. *Real Estate Regulatory Authority.*- The Government may by notification in the *Official Gazette* establish one or more Authority under sub-section (1) of section 20 of the Act, for such area as may be specified in the notification.

4. *Selection Committee Procedure.*-(1) The State Government shall make a reference to the Selection Committee for appointment of the Chairperson and Members of the Authority or when any vacancy arise or likely to arise in the Authority.

(2) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Authority, follow such procedure as deemed fit including appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience specified in section 22 of the Act and suitable for being considered for appointment as Chairperson or Member of the Authority.

(3) The Selection Committee shall thereafter make a recommendation to the State Government for the consideration in the form of a panel of not more than three persons in order of preference separately for the post of vacancy or vacancies referred to by the State Government.

(4) The Selection Committee shall make its recommendations to the State Government, within a period not exceeding sixty days from the date of reference made under sub-rule (1).

(5) The Selection Committee shall normally hold its meeting at Mumbai or at such places, as may be decided by the Chairperson by recording reasons for the change of the venue of such meeting.

(6) The Notice/Agenda, as the case maybe, for the meeting of the Selection Committee shall be issued in advance. The date and venue for the meeting shall be fixed with the convenience

of the Chairperson of the Selection Committee.

(7) The Secretary of the Housing Department shall be the convener of the Selection Committee.

**5. Appointment of Chairperson and Members.**-The State Government shall consider the recommendations of the Selection Committee for the appointment of the Chairperson and Members or to fill the vacancy in order of preference as recommended by the Selection Committee. If the State Government appoints person not according to the order of preference, the Government shall record the reasons in writing therefor.

### CHAPTER III

#### SALARY AND ALLOWANCES

**6. Salaries and allowances and other conditions of service of Chairperson and Members of Authority.**-

(a) The salary and allowances payable to the Chairperson and Members of the Authority shall be as follows.-

(i) The Chairperson of the Authority shall be paid a monthly salary equivalent to that of the Chief Secretary of the State Government.

(ii) The Members of the Authority shall be paid a salary equivalent to the Principal Secretary of the State Government.

(iii) **Dearness allowance and city compensatory Allowance.**-The Chairperson and the Members of the Authority shall be entitled to receive dearness allowance and city compensatory allowance at the rate as are admissible to the Chief Secretary of the State Government or Principal Secretary of the State Government, respectively.

(b) **Leave.**-(i) The Chairperson and Members shall be entitled to thirty days of earned leave for every year of service. The payment of leave salary during the leave shall be as admissible to the Chief Secretary or Principal Secretary, as the case may be, in the State Government. The Chairperson or Member shall be entitled to encashment of fifty percent of earned leave to his credit at any time.



(ii) *Leave sanctioning authority.*- Leave sanctioning authority in case of,-

(a) the Chairperson of the Authority, shall be the Minister-in-charge of the Housing Department of the State Government; and

(b) the Members of the Authority, shall be the Chairperson;

(c) *Travelling allowance and daily allowance.*-(i) The Chairperson and the Members while on tour (including the journey undertaken or on expiry of his term to proceed to his hometown) shall be entitled to travelling allowances, daily allowance, transportation of personal effects and other similar matters at the same rate as admissible to the Chief Secretary and Principal Secretary of the State Government respectively.

(ii) The Chairperson shall be the controlling officer in respect of bills relating to travelling allowances and daily allowances.

(d) *Domestic official tours.*-The Chairperson and Members, while on tour, shall be entitled to the facility of government accommodation in the guest house or inspection bungalows run by the State Government or to hotel accommodation in case Government accommodation is not available, as applicable to the Chief Secretary or Principal Secretary of Government of Maharashtra.

(e) *Leave travel concession.*-The Chairperson and Members shall be entitled to Leave Travel Concession (L.T.C.) at the same rates as admissible to the Chief Secretary and Principal Secretary of the State Government, respectively.

(f) *Medical facilities.*-The Chairperson and Members shall be entitled to medical treatment and hospital facilities as provided to the members of Indian Administrative Service of the corresponding grade in the State Government.

(g) *Official visits abroad.*- The Chairperson and Members shall be entitled to undertake official visits abroad with the prior approval of the Minister-in-charge of the Housing Department and after clearance from Ministry of External Affairs on the points related to political affairs. The daily allowance and provision of accommodation during the period of tour abroad shall be regulated in accordance with the State Government instructions as

applicable to the Chief Secretary and Principal Secretary, respectively of the State Government.

(h) *Conveyance facility.*- The Chairperson and Members shall be entitled to conveyance facilities as admissible to the Chief Secretary and Principal Secretary of the State Government respectively.

(i) *Accommodation to Chairperson and Members.*-

(i) the Chairperson of the Authority shall be entitled to residential accommodation as admissible to the Chief Secretary of the State Government;

(ii) the Members shall be entitled to residential accommodation as admissible to the rank of the Principal Secretary to the State Government drawing an equivalent pay.

Provided that if the Chairperson or a member of the Authority is staying in his own accommodation, he shall be paid a House Rent Allowance at the same rate as admissible to the Chief Secretary and Principal Secretary to the State Government respectively.

On demitting office, the Chairperson and Members shall be entitled to retention of residential accommodation for one month, on the same terms and conditions.

(j) *Telephone facilities.*-The Chairperson and Members of the Authority shall be entitled the telephone facilities as admissible to the Chief Secretary and Principal Secretary of the State Government, respectively.

(k) *Other allowance.*- The Chairperson and Members of the Authority shall be entitled to such other allowance as are applicable to the Chief Secretary or Principal Secretary respectively in the State Government.

7. If a serving officer of the State or Central Government is appointed as the Chairperson or Member of the Authority, as the case may be, his salary and allowances shall be as per rule 5 during the period he is holding the said post:

Provided that, such entitlement shall not be less than what he is otherwise eligible in case of serving government servant.

**8. Tenure of office.-** (1) Tenure of Office: The term of office of the Chairperson and Members shall be in accordance with Section 23(1) and (2) of the Act.

(2) When the Chairperson is unable to discharge his functions owing to absence, illness or any other cause, the senior-most (in order of appointment) Member of the Authority holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

(3) If any vacancy occurs in the office of the Chairperson by reason of his death or resignation, the State Government shall nominate Senior most Member as per seniority of date of appointment to act as Chairperson and the Member so nominated shall hold office of Chairperson until the vacancy is filled by a fresh appointment under sub-section (3) of section 24 of the Act. Till that period the senior-most (in order of appointment) Member of the Authority holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

**9. Oath of office and secrecy.-** (1) Every person appointed as the Chairperson of the Authority shall, before entering his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Minister in charge of the Housing Department of the Government.

(2) Every person appointed as a Member of the Authority shall, before entering his office, make and subscribe an Oath of Office and Secrecy, in Form I and Form II, respectively, appended to these Rules, before the Chairperson of the Authority.

**10. Declaration of financial or other Interest.-** Before appointment, the Chairperson and the Member shall have to take an undertaking in Form III that he does not and will not have any such financial or other interest as is likely to affect prejudicially his functions as such Chairperson or Member.

## CHAPTER IV

### PROCEDURE OF INQUIRY AND REMOVAL OF CHAIRPERSON AND MEMBERS

**11. Procedure of inquiry .-** (1) Whenever the State Government is of the opinion that there are reasonable grounds for making an inquiry against the Chairperson or Members under the grounds specified in sub-section (1) of section 26 of the Act the Government may,

after consulting the Chief Justice of Judicature at Bombay, appoint a Judge for the purpose of conducting such inquiry.

(2)The Government shall inform the charges against the Chairperson or such Members, as the case may be.

(3)The State Government shall forward to the Judge so appointed copies of ,-

(a) the statement of charges against the Chairperson or Members, as the case may be;

(b) material documents and other evidences relevant to the inquiry.

**12.Powers of the Judge.-** (1)The Judge so appointed, shall deliver or cause to be delivered to the Chairperson or Member, as the case may be, a copy of the charges and a list of documents, if any, and shall require him to submit within such time as may be allowed, a written reply or statement of his defence.

(2)The Judge shall be guided by the principles of natural justice and shall have power to regulate his own procedure including the fixing of places and time of the enquiry.

(3)The Judge shall have, for the purposes of discharging his functions under these rules, the same powers as vested in a civil court under the Code of Civil Procedure, 1908 (5 of 1908), while trying a suit, in respect of the following matters, namely :-

(a)summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of document;

(c) receiving evidenc on affidavits; and

(d) subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), requisitioning any public record or document or copy of such record or document from any office.

(4) Where it is alleged that the Chairperson or Member of the Authority is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may take necessary action as deems fit for the medical examination of the Chairperson or Member of the Authority.

(5) After the conclusion of the inquiry, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each charges separately with such observations as he thinks fit. The report of inquiry shall be submitted to the State Government along with the finding of the inquiry wherein clearly indicating the allegations are proved or otherwise.

(6) On the basis of the report of the Inquiry along with the recommendations so received, the State Government shall in consultation with the Chief Justice of the Judicature at Bombay by Order decide either to remove or otherwise the Chairperson or Member, as the case may be.

**13. Filling of vacancy.**-The State Government shall initiate necessary action to fill the vacancy of the Chairperson or Member, as the case may be, caused by such removal.

## CHAPTER V

### CONDITIONS OF SERVICE OF OFFICERS AND OTHER EMPLOYEES OF AUTHORITY

**14. Categories of officers and employees of the Authority and pay scales.**- The officers and employees required in the office of the Authority shall be recommended by the Authority for the consideration of the State Government which shall be approved with or without modifications, as the case may be, by the State Government.

**15. Conditions of service.**- The conditions of service of the officers and employees of the Authority appointed by the State Government in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay.

## CHAPTER VI

### MISCELLENOUS

**16.** Consultants or experts or agency may be engaged by the Authority with the prior approval of the Government to facilitate the discharge of functions under sections 32 and 34 of the Act. The consultants or experts or agency,-

(a) shall be paid a monthly honorarium as may be determined by the State Government, from time to time.

(b) shall not be deemed to be regular members of the Staff borne on the establishment of the Authority.

(c) may be appointed for a tenure of one year. The tenure may be extended on year to year basis.

(d) the terms of their appointment may be terminated by the Authority by serving one months notice.

**17. Interpretation.-** If any question arises relating to the interpretation of these rules or when express provision has not been made in these Rules about a particular matter, the same shall be referred to the State Government for its decision. The State Government shall take decision after recording reasons within the framework of the Act. The decision of the State Government shall be binding on the Authority.

**18. Residuary provision.-** Matters relating to the terms and conditions of service of the Chairperson and Members with respect to which no express provision has been made in these rules, shall be referred by the Authority to the State Government for its decision, and the decision of the State Government thereon shall be binding on the Chairperson or Members, as the case may be.

### **FORM – I**

(See rule 9 (1))

Form of Oath of Office for the Chairperson/Members of the Real Estate Regulatory Authority

I, \_\_\_\_\_, having been appointed as the Chairperson / Member (cross the portion not applicable) solemnly affirm and (or) do swear in the name of God I will faithfully and conscientiously discharge my duties as the Chairperson/Member (cross the portion not applicable), of the Real Estate Regulatory Authority, to the best of my ability,

knowledge and judgement, without fear or favour, affection or ill-will.

(Name of the Chairperson / Member)

Dated :

Real Estate Regulatory Authority.

### FORM – II

(See rule 9 (2))

Form of Oath of Secrecy for the Chairperson/Members of the Real Estate Regulatory Authority

I, \_\_\_\_\_, having been appointed as the Chairperson/Member (*cross out portion not applicable*) do solemnly affirm and swear in the name of God that I will not directly or indirectly communicate or reveal to any person or persons any matter which shall be brought under my consideration or shall become known to me as the Chairperson/ a Member (*cross out portion not applicable*), of the Real Estate Regulatory Authority except as may be required for the due discharge of my duties as the Chairperson/ a Member (*cross out portion not applicable*).

Dated:

(Name of the Chairperson/Member)

Real Estate Regulatory Authority.

### FORM – III

(See rule 10)

Declaration against acquisition of any adverse financial or other interest

I \_\_\_\_\_, having been appointed as the Chairperson/Member (*cross out portion not applicable*) of the Real Estate Regulatory Authority, do solemnly affirm and declare that I do not have, nor shall have in future any financial or other interest which is likely to affect

prejudicially my functioning as the Chairperson /Member (cross out portion not applicable),  
of the Real Estate Regulatory Authority.

Dated:

(Name of the Chairperson/Member)

Real Estate Regulatory Authority.

By order and in the name of the Governor of Maharashtra,

R. K. DHANAWADE,

Deputy Secretary to Government.





# महाराष्ट्र शासन राजपत्र

## असाधारण भाग चार-अ

वर्ष २, अंक १०९(४)]

गुरुवार, डिसेंबर ८, २०१६/अग्रहायण १७, शके १९३८

[पृष्ठे ९, किंमत : रुपये १५.००

असाधारण क्रमांक १६४

प्राधिकृत प्रकाशन

महाराष्ट्र शासनाने केंद्रीय अधिनियमान्वये तयार केलेले  
(भाग एक, एक-अ आणि एक-ल यांमध्ये प्रसिद्ध केलेले नियम व आदेश यांव्यतिरिक्त) नियम व आदेश.

### HOUSING DEPARTMENT

Madam Cama Marg, Hutatma Rajguru Chowk, Mantralaya,  
Mumbai 400 032, dated 8th December 2016

### NOTIFICATION

THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

No. REA. 2016/CR No.79/DVP-2 .—The following draft of rules which the Government of Maharashtra proposes to make in exercise of powers conferred by sub-sections (1) and (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016, and of all other powers enabling it in that behalf, is hereby published, for information of all the persons likely to be affected thereby; and notice is hereby given that the said draft rules will be taken into consideration by the Government of Maharashtra on or after the 23rd December 2016.

2. Any objections or suggestions, either through e-mail *viz.* “[suggestionsonrera@maharashtra.gov.in](mailto:suggestionsonrera@maharashtra.gov.in)”, or in post, which may be received by the Principal Secretary, Housing Department, Mantralaya, Mumbai 400 032, from any person with respect to the said draft on or before the aforesaid date, will be considered by the Government.

**DRAFT RULES**

In exercise of the powers conferred by sub-sections (1) and clauses (g), (i), (j), (k), (r), (s), (u), (zb), (zc) and (zf) of sub-section (2) of section 84 of the Real Estate(Regulation and Development) Act, 2016, and of all other powers enabling it in that behalf, the Government of Maharashtra, after considering the objections and suggestions pursuant to the Government Notification, Housing Department, No. \*\*\*, dated the \*\*\* of 2016, published in the Maharashtra Government Gazette, Extraordinary, Part IV-A, dated the \*\*\* of \*\*\* 2016 , is hereby pleased to make the following rules, as follows, namely:-

1. *Short title and commencement.* - (1) These rules may be called the Maharashtra Real Estate (Regulation and Development) (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2016.

2. *Definitions.*- In these rules, unless the context otherwise requires,-

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;

(b) "Appellate Tribunal" means the Maharashtra Real Estate Appellate Tribunal established under sub-section (1) of section 43 of the Act by the State Government by notification in the *Official Gazette*, for such area or areas as may be specified in the notification and include different Appellate Tribunal as may be established for different areas;

(c) "Authority" means the Real Estate Regulatory Authority established under the sub-section (1) of section 20 of the Act, by the State Government by notification in the *Official Gazette*, for such area or areas as may be specified in the notification and include different Authorities as may be established for different areas;

(d) "Chairperson" means the Chairperson of the Authority appointed under section 21 of the Act;

(e) "Form" means the forms appended to these Rules;

(f) "Member" means a whole-time Member of the Authority appointed under section 21 of the Act;

(g) "State Government" or "Government" means the Government of Maharashtra.

(2) Words and expressions used hereinabove but not defined shall have the same meaning as respectively assigned to them in the Act;

**3. Manner of recovery of Interest, penalty and compensation.**-Any interest or penalty or compensation imposed on a promoter or an allottee or a real estate agent shall be recoverable under section 40 of the Act, from such promoter or allottee or real estate agent, in the manner provided in the Maharashtra Land Revenue Code, 1966 (Mah. XLI of 1966), as an arrears of land revenue.

**4. Manner of implementation of order, direction or decision of the adjudicating officer, the Authority or the Appellate Tribunal.**- For the purpose of sub-section (2) of section 40, every order passed by the adjudicating officer, Authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, the Authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, Authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court within the local limits of whose jurisdiction the person against whom the order is being issued, resides, or carries on business, or personally works for gain.

**5. Terms and conditions and the fine payable for compounding of offence.**-(1) The court may, for the purposes of compounding of any offence under section 70, accept a sum of money as specified in the Table below:-

**TABLE**

<b>Offence</b>	<b>Money to be paid for compounding the offence</b>
offence under sub section (2) of section 59	2% of the estimated cost of the real estate project which may extend upto 10%.
offence under section 64	5% of the estimated cost of the real estate project which may extend upto 10%.
offence under section 66	5% of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated, which may extend upto 10%.
offence under section 68	5% of the estimated cost of the plot, apartment or building, as the case may be, which may extend upto 10%.

(2) The Officer authorised by the Government may with the approval of the Authority, accept from any person charged with such offence, by way of composition of the offence, a sum specified in the Table to sub-rule (1).

(3) On payment of the sum of money in accordance with the table above, no further proceeding shall be taken against the accused person in respect of the same offence, and any proceedings is already taken or initiated shall stand abated, and the accused person, if in custody, shall be discharged.

(4) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the Authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than thirty days from the date of compounding of the offence.

**6. Manner of filing a complaint with the adjudicating officer under section 71.**-(1) Any aggrieved person may file a complaint with the adjudicating officer for compensation under section 12, 14, 18 and 19 in Form 'A' appended to these Rules, which shall be accompanied by a fee of rupees one thousand.

(2) The fees shall be paid through NEFT or RTGS system at the time of the filing online application or through a pay order or demand draft drawn on any Scheduled bank.

**7. Procedure to be followed by adjudicating officer.**-(1) The adjudicating officer shall for the purposes of adjudging compensation follow the following procedure for inquiry.

(2) Upon receipt of the complaint the adjudicating officer shall issue a notice alongwith particulars of the alleged contravention and the relevant documents to the promoter and the applicant or their authorized representative; the notice shall specify a date, time and place for hearing;

(3) On the date so fixed the adjudicating officer shall require the applicant and promoter to give evidence or to produce any document which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry. Thereafter, on the date so fixed, the adjudicating officer shall explain to the promoter about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder.

(4) The adjudicating officer shall record the plea, and direct to pay such compensation as he thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder.

(5) The adjudicating officer shall before passing any order under sub-rule (4), consider the factors specified in section 72 of the Act.

(6) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

(7) If, upon consideration of the evidence produced before the adjudicating officer and other records and submissions, the adjudicating officer is satisfied that the person has become liable to pay compensation under any of the provisions of the Act or rules, regulations, directions or orders, the adjudicating officer may, by order in writing, order payment of compensation, as deemed fit.

**8. Manner of service of notice and order.**-(1) Adjudicating Officer shall deliver a certified copy of the order to the complainant and respondent.

(2) A notice or an order issued under these rules shall be served on the person in any of the following manners,-

(a) by delivering or tendering it to that person or person's authorised agent in an electronic form provided that there is sufficient evidence of actual delivery of the electronic record to the concerned person; or

(b) by sending it to the person by registered post with acknowledgement due to the address of his place of residence or the last known place or residence or business place; or

(c) if it cannot be served under clause (a) or (b) above, then by affixing it, in the presence of two witnesses, on the outer door or some other conspicuous part of the premises in which that person resides or is known to have last resided, or carried on business or personally works or last worked for gain.

**9. Form for filing Appeal to Appellate Tribunal and the fees payable.**-(1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of rupees five thousand

through NEFT or RTGS system or through pay order or demand draft drawn on any Scheduled bank in favour of the Appellate Tribunal where the seat of the said Appellate Tribunal is situated.

(2) Every appeal shall be filed in Form 'B' appended to these rules along with the following documents,-

(a) attested true copy of the order against which the appeal is filed;

(b) copies of the documents relied upon by the appellant and referred to in the appeal;

(c) index of the documents.

**FORM 'A'**

**[See rule 6(1)]**

**APPLICATION TO ADJUDICATING OFFICER**

(Claim for compensation under section 31 read with section 71 of the Act )

For use of Adjudicating Officers office:

Date of filing: \_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Application No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Authorized Officer: \_\_\_\_\_

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between \_\_\_\_\_ applicant(s) And \_\_\_\_\_

Respondent(s)

Details of claim:

**1. Particulars of the applicant(s):**

(i) Name of the applicant:

(ii) Address of the existing office / residence of the appellant:

(iii) Address for service of all notices:

(iv) Details of allottees apartment, plot or building

**2. Particulars of the respondents:**

- (i) Name(s) of respondent:
- (ii) Office address of the respondent:
- (iii) Address for service of all notices:
- (iv) Registration no. and address of project:

**3. Jurisdiction of the Adjudicating Officer:**

The applicant declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer.

**4. Facts of the case:**

(give a concise statement of facts and grounds of claim against the promoter)

**5. Compensation(s) sought:**

In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s) \_\_\_\_\_

(Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon)

**6. Claim not pending with any other court, etc.:**

The applicant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

**7. Particulars of the fee in terms of sub-rule (1) of rule 6:**

- (i) Amount
- (ii) Details of fee paid.

**8. List of enclosures:**

(Specify the details of enclosures with the application)

**Verification**

I \_\_\_\_\_ (name in full block letters) son /daughter of \_\_\_\_\_ the applicant do hereby verify that the contents of paragraphs (1 to 8) are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the applicant(s)

**FORM 'B'**  
(See rule 9 (2))  
**APPEAL TO APPELLATE TRIBUNAL**  
under section 44 of the Act

For use of Appellate Tribunal's office:

Date of filing: \_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Registrar: \_\_\_\_\_

IN THE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between \_\_\_\_\_ Appellant(s)

And

\_\_\_\_\_ Respondent(s)

Details of appeal:

**1. Particulars of the appellants:**

(i) Name of the appellant:

(ii) Address of the existing office / residence of the appellant:

(iii) Address for service of all notices:

**2. Particulars of the respondents:**

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

**3. Jurisdiction of the Appellate Tribunal:** The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

**4. Limitation:**

The appellant declares that the appeal is within the limitation specified in sub-section (2) of section 44

OR

If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 44 specify reasons for delay \_\_\_\_\_



**5. Facts of the case:**

(give a concise statement of facts and grounds of appeal against the specific order of regulatory authority or the adjudicating officer, as the case may be passed under section(s) \_\_\_\_\_ of the Act.

**6. Relief(s) sought:**

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) \_\_\_\_\_

(Specify below the relief(s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon)

**7. Interim order, if prayed for:**

Pending final decision on the appeal the appellant seeks issue of the following interim order: (Give here the nature of the interim order prayed for with reasons)

**8. Matter not pending with any other court, etc.:**

The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

**9. Particulars of the fee in terms of sub-rule (1) of rule 9:**

- (i) Amount
- (ii) Details of fee paid.

**10. List of enclosures:**

- (i) An attested true copy of the order against which the appeal is filed
- (ii) Copies of the documents relied upon by the appellant and referred to in the appeal
- (iii) An index of the documents

**Verification**

I \_\_\_\_\_ (name in full block letters) son/ daughter of \_\_\_\_\_ the appellant do hereby verify that the contents of paragraphs (1 to 10) are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the appellant(s)

By order and in the name of the Governor of Maharashtra,

R.K. DHANAWADE,

Deputy Secretary to Government.