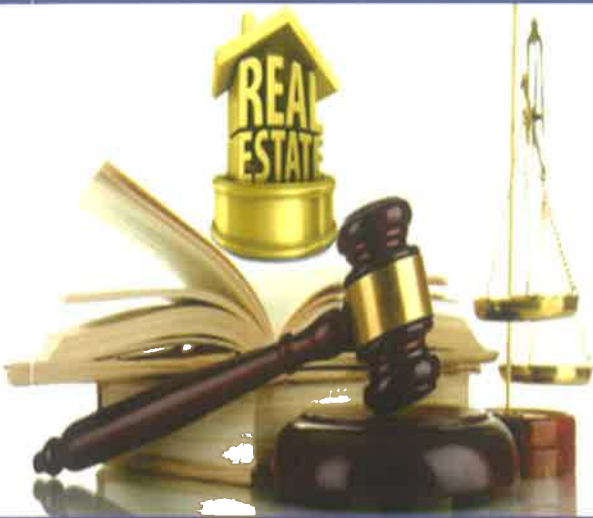


Role & Responsibilities OF COMPONENT AGENCIES Under MahaRERA



- Indian Real Estate : History & Development
- Component Agencies of Real Estate Sector
- Rise and Fall of Real Estate Activities
- Fraudulent Practices & Its Effects
- Need of Regulatory Authority
- Aims, Objects, & Bar of Jurisdiction
- Functions & Powers of Regulatory Authority
- Functions & Powers of Appellate Tribunal
- Role & Responsibilities of Professionals
- Role & Responsibilities of Promoter, and
- Estate Agent & Allottee
- Offences and Penalties Prescribed

- Revocation of Project Registration
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- Novel Initiatives adopted by MahaRERA
- Self-Regulatory Organization for Promoters
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- Important RERA Definitions
- Significant Rulings & Orders by MahaRERA
- National Implementation Report on RERA
- Impact & Performance of MahaRERA
- Forms Prescribed for Component Agencies
- Model Agreement-to- Sale by MahaRERA



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FORMER PRESIDENT
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Role & Responsibilities OF COMPONENT AGENCIES Under MahaRERA



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PREFACE



For decades together, Indian Real Estate Sector had gone through many unforeseen circumstances and hard phases. It has seen lots of ascents and descents with breathtaking market fluctuations at regular intervals. The captivating charms of huge profits in real estate transactions lured every ordinary businessman to jump in to fry pan. Surprisingly, no qualifications, registration or even trade license was required to become a builder and doing real estate business. This self-destructive and disorderly situation was inadvertently responsible for inviting and slowly filtering unsocial elements and land mafias in to real estate sector. With money and muscle power of these land mafias, all the equations of fair trade practice was disappeared from the real estate sector within no time. Builders became uncrowned kings and the real estate transactions became totally one sided in favour of builders. Corruption and malpractices of majority of the builders has shamelessly crossed all its limits, thereby resulting into extensive victimization and extreme extortion of every common buyer, practically in all metropolis across the country.

During the passage of time, to control the situation, the State and Central Government has introduced many restraining and regulating enactments like The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, **(MOFA)**, The Maharashtra Ownership Flats Act, 1970, and The Consumer Protection Act, 1986 etc. which were mainly enacted to protect the interests and rights of the home buyers. However, inspite of faultless and stringent provisions of those acts, it could not control precarious situation more efficiently and thus slowly and slowly these laws became ineffective, due

to absence of punitive stipulations in the Act and mainly due to lack of political will of implementing authorities. Unending litigations made these enactments practically futile. Continuous extortion of helpless consumers, public unrest and huge outcry aggravated the situation, which has brought unprecedented pressure on all the States and Central Government.

Ultimately, the Government of India has introduced "**The Real Estate (Regulation and Development) Act, 2016 (RERA)**", a new legislation to control and regulate the Real Estate Sector through a Regulatory Authority with iron hand. This Act appears to be properly studied and perfectly drafted plugging almost all the loopholes of earlier similar enactments. It can be said that, RERA is practically an improved version of earlier Act - MOFA. In Maharashtra this Authority is popularly known as **MahaRERA**.

For the first time it is seen that, a Regulatory Authority under the Act, has been given a status of "**Quasi-Judiciary Authority**", with extensive powers so that he can exercise all judicial functions at par with the powers of any Civil Court under Code of Civil Procedure, 1908. Now no Civil Court shall have jurisdiction to entertain any suit or proceedings against the Order or Decree passed by the Regulatory Authority. Apart from imposing the penalties, the authority can initiate punitive actions even of imprisonment of 1 to 3 years against the offenders depending upon the nature of offence committed. Offence wise penalties prescribed under the Act for violation of the regulations are described in a separate chapter.

Present MahaRERA team under the able leadership of **Shri. Gautam Chatterjee** - Chairman and Members **Shri. Satbir Singh & Shri. Balchandra Kapadnis** have shown their metal and true intentions in implementing this Act with firm determination and intense will power. Within hardly 3 years, other than regular duties and obligations the MahaRERA has introduced many novel and ambitious activities such as Skill Development Program, Quality Assurance Certification, GIS Mapping, Responses to RTI, and Self-Regulatory Organization (SRO) for Promoters etc. mainly in the interest of

the development of real estate industry. MahaRERA Conciliation and Dispute Resolution Forum is another success story. All these activities has proved beyond doubts that, ***“If there is will, there is way”*** for which entire MahaRERA team deserves all the praise and compliments.

In 26 Chapters, I have tried my best to cover up all possible information on Indian Real Estate Industry right from its history to present status. My main focus remained on the Role and Responsibilities of the professionals i.e. Architect, Licensed Surveyor, Structural Engineer, Site Engineer/ Site Supervisor, Chartered Accountant and Advocate, as well as on Promoter, Estate Agent and Buyer - the other component agencies of Real Estate Industry, who shall have to understand their Role and discharge their Responsibilities under the provisions of MahaRERA. I hope that, this Book will prove to be useful not only to all component agencies of real estate sector but also to the consumers at large.

This work is a compilation of information collected from various sources, subjects, enactments, regulations, news items, and publications, articles of professionals and set norms of practice in real estate industry, which I have tried to arrange in orderly manner. It is possible that, at someplace somewhere given information may found to be inadequate or incomplete or incorrect, or there might be error in detailing. Such shortcomings, if any are exclusively of mine alone. With immense pleasure, I submit this work to my beloved Association PEATA (I), my fellow brothers and particularly to all those component agencies connected to Real Estate Industry in our country.

Mumbai
2020

..... **Sudhakar Dokhane**
Former President of PEATA (I)

ACKNOWLEDGEMENTS

I owe my sincere thanks to **Shri. Dilip Sanghavi**- President PEATA (I) & his entire team, and specifically thankful to all former Executive Committee Members for their wholehearted support continuously over last 20 years for publishing all my books so far. This is a unique and unprecedented participation of PEATA (I) towards its social obligations and activities. My thanks goes to our distinguished Past Presidents of PEATA (I) - **Shri. Jayant Vaidya, Shri. Manoj Daisaria, Shri. Ajit Khatri, Shri. Pravin Kanekar, and Shri. Shirish Sukhatme** for sharing their valuable views and information for this work.

Shri. Manoj Daisaria is entitled for my special gratitude for his informative input and most essential references given which were absolutely required for this writing. **Shri. Ajit Khatri** deserves sincere thanks for information and input he has given on behalf of his developer clients was absolutely apt for the purpose.

Distinguished Advocate & Senior Solicitor **Shri. Parimalbhai Shroff** entitled for my sincere thanks and appreciation for his valued information on subject matter and perfect guidance on the role and responsibilities of Advocate.

I am grateful to **Ms. Chaitrali Kamat** - Director Ernst & Young for providing information on overall global financial situation and market forces related to real estate industry. Eminent Chartered Accountant **Shri. Girish Jain** is entitled for appreciation for his expert and experienced input in this work.

My thanks goes to **Shri. Murari Chaturvedi** - Founder and **Dr. Sanjay Chaturevedi** - Editor of "**The Accommodation Times**" for necessary guidance and allowing me to use relevant references from their books.

Last but not the least, **Ms. Snehal Patwardhan** - my long time office assistant honestly deserves all the complements for her untiring efforts for preparing computerized graphic work and praiseworthy Front Cover for this Book and particularly for enormous time she has spent for this endeavor.

FOREWARD



Our 55 years' old Institution with over 3500 members, perhaps is the only Association of Practising Professionals in our country. More than 26 important books are published by PEATA (I) so far for the benefit of our fraternity and everyone connected to Real Estate Industry.

The Union Government has enacted "The Real Estate (Regulation and Development) Act, 2016 (RERA) to safeguard the interests of buyers and particularly for to bring back desired self-discipline, fair trade practice, accountability and transparency in Real Estate Sector, thereby making revolutionary changes in the activities of Real Estate Sector across the nation. MahaRERA is in forefront amongst all the States in implementing the Regulations of RERA in its true spirit with due diligence. Shri Gautam Chaterji-Chairman and his entire team deserved all the compliments and praise for their great achievements in such a short time.

This book 'Role and Responsibilities (of Component Agencies) under MahaRERA' is authored by our veteran and prolific writer and former President of PEATA-Shri Sudhakar Dokhane who has enormous experience and study of day-to-day problems faced by all component agencies in Real Estate Industry. Shri Sudhakar Dokhane is pioneer in writing books for PEATA(I) on various subjects from time to time. His 'Hand-Book & Guides' authored on Fire Safety in high rise buildings, Real Estate Transactions, Slum Rehabilitation, Redevelopment of old and Society Buildings, Site Supervision, Mumbai Water Supply, Right to information, Disputes and Conciliation and Environmental Clearances etc, has definitely benefited our fraternity to a great extent.

This is his 12th book being published by our Association. Each and every Chapter in this book is explicitly informative giving precise guidance and information to all the practicing professionals, promoters, developers, buyers and every person and agency connected and related to Real Estate and construction industry.

I congratulate our former President and author Shri Sudhakar Dokhane on releasing this most important book and appreciate his untiring efforts. I am sure that this timely publication which will provide effective learning experience will be also helpful in reforming the resources in Real Estate Sector. I hope that this book will give new height to our Association.

I wish Shri Sudhakar Dokhane -All the Best, and convey sincere thanks to him on behalf of our members for this most awaited work.

Mumbai
August 2020

DILIP SANGHAVI
President-PEATA (I)
2018-2020

FOREWARD



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I wish Shri Sudhakar Dokahne- All the Best, and convey sincere thanks to him on behalf of our members for this most awaited work.

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& President Elect - PEATA (I)
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To
Shri Sudhakar Dokhane
Past President PEATA(I)



Dear Sudhakar ji,

Practicing Engineers, Architect and Town Planners Association (India) popularly known as PEATA(I) is an active organization bringing eminent and talented Architects, Engineers and Town Planners together in One Platform.

I would place on record the in the past various study materials published by PEATA on the rules, regulations related to development of Mumbai are incredible. PEATA and CREDAI-MCHI are close observants in screening all new policies of MCGM and State Government for the betterment and development of Real Estate Industry.

It is noteworthy to mention here that in the recent past, PEATA had done marathon work of compilation of numerous circulars related to the previous DCR 1991 and DCPR 2034.

I deeply appreciate PEATA (I) to bring out this "Handbook on Role & Responsibilities of Component Agencies Under MahaRERA" which is the need of the hour for the various stakeholders of the Real Estate Industry.

I wish to specially acknowledge the sincere & commendable efforts made by Shri Sudhakar Dokhane who had played a key role to bring out this handbook and making this possible. I have thoroughly read this Handbook and I strongly feel that this will immensely benefit the Promoters, Architects, Licensed Surveyor, Structural Engineer, Site Engineer / Supervisor, Chartered Accountant, Advocate, and Real Estate Agents.

CREDAI-MCHI looks forward to consistently work with PEATA (I) in order to achieve the common Goals and Vision of transforming Real Estate Industry. It also commits to jointly represent with PEATA (I), all the issues & impediments with MCGM and Government of Maharashtra to resolve them successfully.

Once again Congratulate Shri Sudhakar Dokhane and the entire team of PEATA(I) for their laudable work in releasing this Handbook to the Real Estate Industry.

Best Wishes

Your sincerely,
For CREDAI-MCHI

Nayan A. Shah
President

CREDAI MCHI

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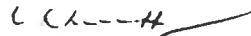
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PARIMAL
& K. SHROFF
& CO.

MESSAGE

I am delighted to read the Book "**Role & Responsibilities** (of Component Agencies) **Under MahaRERA**" by Mr. Sudhakar Dokhane. Mr. Dokhane deals with the subject with clarity and insight. The rich experience of Mr. Dokhane in the field of Property Development and Construction is reflected in his Book. I am sure that the Book of Mr. Dokhane will be an asset to the Lawyers, Architects and Consultants alike. I wish Mr. Dokhane every success for his Book.

Warm Regards,



Parimal K. Shroff
Advocate & Solicitor

Dated : 01.08.2020



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27th July 2020

Foreword

I must take this opportunity to congratulate Ar Sudhakar Dokhane, Past President PEATA(I) whose untiring efforts and brilliance to arrest such complex subject in just 26 chapters. His research based articles and books are assets to real estate industry. As a historian, AR Dokhane has been writing books for at least three decades.

This book "Role and Responsibilities under MAHA RERA" is well written and well conceptualized into 26 chapters. The Real Estate Cycle since 1951 is well explained and one can now easily access what will be trend in such a volatile market.

The need for RERA, its functionality, its impact on real estate transactions and development, the penalties and duties of Builders and buyers are well covered. I think one of the hardest exercise is to make Acts and Law simple to understand for common men. This book has elaborated in common men's language, the gist of the entire gambit one could wonder while filing a matter in RERA Court.

Ar Dokhane's efforts to simplify the process of law while he went with a deep study of real estate trends, analysis, landmark and significant rulings by RERA and Appellate Tribunals in the book, he has made this book as manual for every buyer and builder to have access to easy information on the subject.

Words are less to show gratitude towards him, saluting the visionary of Real Estate.

Dr Sanjay Chaturvedi

LLB, PhD

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Our Ref. No.

Date: August 10, 2020



It gives me feeling of great pride, that our professional brother Ar. Shri Sudhakar Dokhane is always upfront and conscious of various issues connected with, may be our own Professional practice, or for the welfare of people at-large, and has now come with his newest Book, or so to say, Guidelines, on a recent boiling issue of RERA, and its implementation, having sizable vacuum in some of its provisions in its various Compartments.



I have gone through, in-depth, with most of its contents, if not all of them, as covered in this forthcoming publication, authored by one and only my professional colleague and former President-PEATA(I) Shri Sudhakar Dokhane. It is like a Reference Manual, seeking to debate and answer most of the queries, NOT ONLY that WE all the professionals are concerned, but even for all other Component Agencies of Real Estate Sector involved in Development, Construction and Sale of Apartments, but even a reference guide for common man too, being the purchasers of Apartments, in a development governed and covered under RERA.

Happy to note that our friend Shri Sudhakar, has been conscious and conscientious too, all through the past very many years, which I have seen, observed and felt, as to his gripping of issues of current times and policies, may it be by Local Authorities, State Government or even Central Government, on ALL perceivable issues, whether faced by WE the Professionals, or public the potential beneficiaries.

I am sure that this latest publication, by PEATA(India) , as penned and authored by none other than Sudhakar, will serve very purpose that it is kept in mind by him. My very best wishes on this momentous occasion for publishing this very valuable Document, by ever alert PEATA (I), which will go a long way in service of humanity.

SATISH C DHUPELIA
PAST PRESIDENT - PEATA
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Chapter - 1

INDIAN REAL ESTATE: HISTORY, MANAGEMENT AND DEVELOPMENT

Food, clothing and shelter are the basic necessities of every human being on the planet and continue to be necessary throughout the life span. Besides food and clothing, shelter in the form of house is equally important and most essential for human habitation. This is a journey from cave to castle. In earlier days people were constructing houses for their own residence. During the passage of time this equation is changed from the business point of view, and few people have started constructing residential, commercial and industrial premises for consumers strictly as trading activities. This is beginning of real estate activities in our country.

Demand and supply has increased rapidly due to continuous growth of population from towns to cities. Naturally, intelligent people selected and adopted it as purely business activities. In simple terms real estate is a combination of land, improvement made thereon to gather with rights and privileges to use it. It can be simply called as creating & transferring of right, title and interest in specific property from one individual to other.

Centuries together, Real Estate Development is a non-stop process throughout all the countries of the world. In most of the developed countries, industry has become well planned and organized. However, in India, due to lack of proper planning and management skills, it is still disorganized. Fortunately for last decade or so, this equation and situation is changing very fast towards better development due to professional approach, use of innovative materials and modern equipment. Increase in number of trained, skilled and semi-skilled work force is giving face lift to the construction industry with desired results. Thus Indian Real Estate Sector has already started inching towards world class competency.

Construction activities are totally dependent on continuous and inseparable support and supply of various type of products from about 200 different industries, namely structural steel and its by-products, cement and its by-products, sand, metal, bricks, concrete blocks, wood and its by-product, tiles, paint, glass, plumbing, sanitation and electric products and

accessories and so on. The products and work force of these industries are contributing in the development of Indian real estate to great extent.

As per available data of National Skill Development Council (NSDC), it is expected that, the real estate and construction sector will provide employment to skilled and non-skilled workforce to the extent of 66 million by the end of 2022. Economic survey predicts that, this sector will create 15 million jobs over next 4-5 years. According to Indian Real Estate Industry analysis, it is employing over 14% of total work force of our country. It is anticipated that, India will reach to US \$ 1 trillion by 2030. It is expected that it will contribute 13% of India's GDP by 2025. In spite of such huge canvas, and despite these facts, unfortunately **Real State Sector is not recognized as "Industry"** till this date, in our Country.

Real estate in itself is a complex theme, and has many fold activities involving contribution of various component agencies thereof. Besides Civic and other Statutory authorities, following supporting component agencies are active players contributing for the development of real estate sector and over all construction activities to great extent. The identity and the role of each of these component agencies connected to the real estate industry are explained in short hereunder:

- i) **Land Owner** who either sales his land/ property or jointly develop the same on commercial basis with the developer.
- ii) **Developer/Promoter** who develops the property according to the terms and conditions of the development agreement executed with the Land Owner and sale its product in open market.
- iii) **Advocate / Solicitor** as a Legal Consultant for the project takes the search of property, issues title clearance certificate and prepares all legal documents, agreements and final deed of conveyance, etc.
- iv) **Architect/ Licensed Surveyor** who designs and plans the project for the developer and gets it approved from the Planning authority, also prepares tender documents, certifies the bills including periodical supervisionof the work in progress.

- v) **Chartered Accountant** as Tax Consultant he offers to the Developer all statutory professional services, and gives guidance for tax planning for the respective project.
- vi) **Engineer** as a Consulting Structural Engineer he prepares structural designs the buildings, supervises structural part of the project, and issues Structural Stability Certificates from time to time.
- vii) **Project Management Consultant (PMC)** in initial stage, he prepares feasibility report on project management, including identifying and recommending appropriate agencies for the specific works.
- viii) **Contractor** as project contractor, he is actually involved in all type of construction activities on the site, right from commencement to the completion of the project.
- ix) **Estate Agent** acts as supporting agency to the developer / promoter, who canvases for the project, and assists and guides to the promoter and buyers for sale or purchase transaction as the case may be.
- x) **Site Engineer/ Supervisor** is appointed by the developer to supervise all types of day-to-day construction activities to be carried out on site as per approved plans till the completion of the project.
- xi) **Municipal/Civic Authority** approves the project plans within the parameters of its applicable development control regulations, and issues development permission, and after completion of work, issues Completion/Occupancy Certificate thereof.
- xii) **Government Officers:** (i) Collector to issue N.A. Permission (ii) Superintendent of Lands and Records and or (iii) City Survey Officer for issue of revenue documents i.e. 7/12 extract, P.R. Cards and CTS Plans etc.
- xiii) **Registrar of Societies:** He issues Registration Certificates to all types of Co-operative Societies, i.e. Housing, Commercial or Industrial premises as the case may be.
- xiv) **Registrar of Assurances:** This Government authority undertakes the registration of all types of Legal Documents connected to real estate transaction and gives it statutory recognition.

Chapter - 2

COMPONENT AGENCIES OF REAL ESTATE SECTOR

The Real Estate Industry in itself is a complex trading, wherein various types of Components Agencies are involved, for which many industries are directly or indirectly are contributing for ages together for its growth. It is a fact that, more than 200 large, medium and small scale industrial products are required in construction activities. The basic duties and responsibilities of various components agencies involved therein, are explained in short in 2 parts hereafter, for the clarity purpose:-

PART-A: PROFESSIONALS

Role and responsibilities of Professionals and other Component Agencies connected to the real estate projects are explained hereunder:-

- i) **Real Estate Agent:** He identifies the prospective landlords whose lands can be available for development and co-ordinate with prospective promoter (developer) interested in the development of such project, strictly for commercial purposes as his business activity. He is always responsible for fair trade practices and transactions.
- ii) **Land Surveyor:** He carries out station survey of the property proposed to be developed and issues detailed survey plans with dimensions of the property and or premises and gives actual area of property as available as on site, including giving of levels in case of uneven topography of land if required so.
- iii) **Architect/Licensed Surveyor:** In the initial stage, he prepares project feasibility report for the promoter. Thereafter he prepares project layout and building plans of proposed scheme on designated site strictly within the parameters of applicable local Development Control Regulations and gets the project plans approved from the concerned Planning Authority. He thereafter obtains Development Permissions (C.Cs) for the work to be carried out. Periodically, he has to inspect work in progress and has to submit his Completion Certificate after completion of work for obtaining Occupancy Certificate from the Civic Authority. He is required to submit Certificates in Formats as and when

required by the Regulatory Authority. He is required to discharge all his duties and responsibilities in a fair and true professional manner.

- iv) **Structural Engineer:** He prepares structural design and calculations of proposed buildings and provides periodical site supervision and issues stage wise structural stability certificates for ongoing work and at the end gives his final Structural Stability Certificate of the completed building confirming that, it is fit for the purpose it is designed, and is worthy for human habilitation.
- v) **Site Engineer/ Supervisor:** He provides day-to-day supervision for all ongoing construction activities at site and is responsible for checking the quality of materials and workmanship. He co-ordinates with other agencies and observes instructions of architect & engineer from time to time, and finally issues his completion certificate for the completed works under his supervision.
- vi) **Special Consultants:** Project Management Consultants are required to be appointed for the compliances of environmental and other essential statutory clearances required for the project, and has to supervise and certify the specialized works of the project thereof.
- vii) **Advocate / Solicitor:** He investigates the title of the property, takes the search, checks the chain of transfers of ownership and ensures encumbrances if any, for the period of last 40/50 years, and finally has to issue Title Clearance Certificate declaring that the property is having Clear and Marketable Title. He also prepares various types of legal deeds and documents required for the real estate transactions including sale agreements, deed of conveyance, etc.
- viii) **Chartered Accountant:** He looks after all the financial aspects of the project for the promoter and provides necessary tax guidance and services required thereof. He provides professional services required for statutory compliances and submits the Certificates to the Authority, as and when required, in forms prescribed under the provisions of RERA.

PART-B: OTHER COMPONENT AGENCIES

- i) **Land Lord:** These are the owners of the property, who offer their lands and or made it available for the development of real estate project to the promoter either on outright sale basis or joins with such promoter for the joint venture as the case may be.
- ii) **Promoter (Developer):** He is a main player of real estate development, who actually procures lands and or development rights from the prospective landlords for his proposed project. He has to arrange funds for purchase of land and completion of construction work. He has to ensure and assure the quality of construction. He is required to provide premises to the prospective purchasers / buyers according to the terms of contract as recorded in the agreement to sale executed thereof. He is responsible for getting his project registered with the MahaRERA and has to discharge all his obligatory duties & responsibilities prescribed under the provisions of RERA.
- iii) **Contractor/s:** These are mainly civil, electrical, sanitary and plumbing contractors who actually carry out their allotted specialized works at site as per the specifications recorded in the contract document. They are responsible and accountable for the quality of work. Finally, all the aforesaid contractors are required to submit their Quality Assurance Certificates for the works carried out by them under their supervision, to the Architect/Licensed Surveyor as and when required.
- iv) **Consumer/Buyer:** He is equally important player of the real estate sector who purchases premises from the promoter (developer) on the terms and conditions mentioned in the agreement to sale. He has to observe and honor his obligations under the said contract. In fact he is undisputed and ultimate beneficiary and last link of the chain of real estate development. Without his financial support, project could not be completed. As a buyer, he has every right to lodge complaint with the Regulatory Authority against the promoter in case of inferior quality of work, insufficient amenities or facilities provided, delay or refusal to give possession of the premises according to the time frame recorded in the agreement and can demand reliefs thereof.

Chapter - 3

CYCLES OF RISE & FALL OF REAL ESTATE ACTIVITIES

As per recent census carried out, the population of Greater Mumbai (city + suburbs) in 2019 has already crossed over 2 million, which was hardly 1.38 million in the year 2011. By and large it is seen that, there is rapid growth in the population of each metro cities not only in Maharashtra but in all other States due to heavy influx of young generation migrating from rural to urban areas in search of employment. Naturally demand mainly for Housing goes on increasing in proportion with the growth of population in those cities on the basis of demand and supply. In late sixties up to mid of seventies, the residential ownership premises in Mumbai were sold at the rate between Rs. 30 to Rs. 50 per Sq.ft. on carpet area basis depending upon its location. There was no mad rush in property market. The equation of demand and supply was almost matching to each other and housing was affordable and well within the reach of common man.

In 1976, The Urban Land (Ceiling & Regulating) Act came in force throughout the country, which has crippled entire Real Estate Sector to great extent. With the result, construction activities remain stand still up to 1979, because of required clarity, interpretation, execution and correct implementation of the Act. Due to this 3 year's gap, the saturated housing demand was increased rapidly, so was the rise in sale and purchase prices in real estate market. The properties within the ULC Limit which can be easily developed and sold in open market reached to platinum value overnight. This many fold rises in sale prices gave huge profits only to the developers thereby depriving common buyers of affordable dream homes.

Due to big turnover and whooping profits, property market during 1991 to 1995 was booming beyond limits, which infact was deliberately engineered by investors-speculators nexus, resulting in to only rise and rise in the sale rates of all type of premises. This grave situation has changed all the equations of real estate practice dramatically. Biggest turnover and abnormally high profits made developers more wild and

unprofessional in its trade transactions resulting in to most unfair and unscrupulous practices.

Since no choice was left to buyers, he is forced to succumb and accept unprofessional and one sided terms and conditions laid down by the developers. In those days real estate sector was exclusive market of the developers only. Misrepresentation, over trading, transferring funds from one project to other and bad investments was common deceptive factors amongst developers. Abandoning projects, delay in giving possession and overcharging payments with compound interest has become fashion. These unprofessional practices have affected consumers' interest very badly, and unfortunately they are left high and dry by the developers for no fault of them.

Even though the MOFA and Consumer Protection Act were already in force to control the malpractices in real estate sector, however, it could not give desired reliefs to Buyers. Honesty, transparency and trust were seen departed from the real estate industry resulting in to unending litigations.

Slowly and slowly this situation has created complete chaos in the real estate sector resulting anarchy and into huge hue and cry against the developers from all the sectors of the society thorough out our country. Ultimately, there was no choice and or alternative for the Government but to think for bringing out more effective Acts to control real estate sector, mainly to protect the rights and interest of common consumer.

However, balloon of abnormal profits was blown up in heavy market crash of 1996, and the investors left real estate sector overnight and crippled the monopoly of the developers. Earlier ratio of value of sale/ purchase in real estate was 60 : 40 i.e. 60% payment in Cheque and 40% in Cash; means after paying 100% payment, book value of your premises remain only 60% for all purposes. This trading system was in force for last so many decades. Since Government has started tightening the noose around cash transactions, slowly and slowly, book value of premises started increasing and thus, inching towards its 100% real valuation.

● CYCLES OF RISE & FALL IN REAL ESTATE:

The studies show that, there are definite cycles of ups and down and rise and fall at regular intervals in the real estate sector activities. It is presumed, that normal cycles were of 7 years in rotation till 2002 and not seen repeated thereafter, since, construction finance was made available to real estate projects by the Banks. The end period of each cycles witnessed volatile market for real estate sector. Therefore, in the year 1951, 1958, 1969, 1978, 1985 & 1996 the property rates hit to the rock bottom. Further the survey and studies shows that, the years 2005 to 2012 has shown lowest turnover in Real Estate Market. For this precarious situation, many factors were responsible.

● EFFECTS OF RISE AND FALL OF CYCLES:

Joint effects of the provisions of The Maharashtra Ownership Flats (Regulation of the Promotion and Construction, Sale and Transfer) Act, 1963 (**MOFA**), The Consumer Protection Act, 1986 and particularly long term Recession in property market across the country, has definitely paid the dividends resulting in to considerable reduction in sale and purchase prices of residential, commercial & industrial premises of real estate.

Since 2016, it is seen that, throughout the country particularly in metro cities like Mumbai, Delhi, and capital cities of other states, purchase rates has started coming down on regular basis, resulted in to unprecedented crisis in real estate community and industry.

Now a days, it can be seen that, there is fall in real estate prices up to 30% to 40% in all the cities compare to the prices in 2014-15 depending upon the locations. On this backdrop, it has become need of time to introduce a powerful regulatory enactment, with severe and punitive provisions so that, the real estate activities can be controlled effectively across the country and thus can bring back desired transparency and accountability in real estate transactions which will help to make it trustworthy and stable so that, **in reality** the dream house will become within affordable limits of every **common** man in very near future.

Chapter - 4

FRAUDULENT PRACTICES & ITS EFFECTS ON REAL ESTATE INDUSTRY

In any sector, where huge turnover, use of cash component and enormous profit is involved, it automatically leads to fraudulent practices resulting in to massive financial losses to the common consumers. Real Estate is not exception to this process. In fact, in the years of boom in real estate, this malpractice has crossed all its limits in all respects. It was one sided market of sellers and investors only. I have seen that, in those boom days minimum 50% booking is ensured by the investors on the day of inauguration of project without putting a single brick on the site.

In those days, price and area of premises and one sided terms and conditions of the sale agreement are decided by the developer which was final and never negotiable by the purchaser. Due to large turnover and whooping profits, there was mad rush in business communities to become developer / builder. Many corporate houses has thrown their hats in ring with calculated risks and jumped in to the frying pan. Because of money power and excellent management skills, the corporate projects became popular in course of time and remained huge attraction for consumers.

Even as on today, 75% to 80% of development in real estate is governed by the Private Sector whereas contribution of State Government in this business is limited to 20% to 25%. Therefore, major construction and trade activities in all States, moreover are under the control of private sector only. In spite of economic reforms, cash component (at least 20 to 30%) in real estate transactions is still active and indispensable and such actual book value of your purchased premises remains only to 70% to 80% as against payment of 100%. This fact cannot be ignored.

During boom days of real estate, by-and-large the land lords and developers were continuously increasing their rates only for earning more and more profit without caring about the plight of buyers. The developer became director and the master of the game playing with unprofessional and fraudulent activities. With uncontrolled exploitation and deception of common buyers, the real estate industry across the country, in the

passage of time, has lost all its creditability, accountability, transparency, respect and trust of consumers completely. In fact, for this despicable situation only builders were responsible and to be blamed alone.

For the decades to gather, it can be seen that, with malpractice and fraudulent activities, the builders were controlling and dominating entire real estate industry. These unscrupulous trade practices of builders has brought down the confidence of consumers to the lowest level, which can be easily identified and verified from the following modus operandi then adopted by the developers:-

- i) Preparing defective and one-sided self-beneficial sale agreements.
- ii) Manipulating title clearance certificate of properties.
- iii) Concealing adverse facts and its misrepresentation.
- iv) Changing Plans arbitrarily without any information to buyers.
- v) Overtrading by transferring funds of one project to other projects.
- vi) Cash component was reached up to 50% to 60% of purchase value.
- vii) Sale of premises on Carpet Area basis was totally vanished.
- viii) Ratio of carpet and built up area was changed from average 1 to 1.20 to 1.50 for housing and 100% for commercial premises.
- ix) Actual Built up Area (BUA) of premises turned in to Super and their after in to Deluxe BUA which covers not only full potential of land but inclusive of imaginary areas also. This practice changed all equations of real estate transactions upside down leading to unprecedented chaos and hue and cry throughout the country, particularly in metro cities like Mumbai, Delhi, etc.
- x) Built up Area or Carpet Area of premises to be sold is decided by the developer and the same is non-negotiable for the buyers.
- xi) Quantity and quality of project were kept on back burner tending it to defective constructions.
- xii) Corruption at all levels has crossed all its imaginary limits.

- xiii) Blatant corruption at every level and lust of more and more profit in any way whatsoever resulted in to enormous rise in sale prices and dream housing has gone beyond the reach of every consumer.
- xiv) Due to huge turnover and abnormally high profits, the builders have started over trading. Before completing earlier project they have started new project, thereby transferring funds of ongoing project to another projects or for different activities, resulting in to abnormal delay in completing the projects.
- xv) Raising funds from banks and especially from private finances with highest interest rates i.e. minimum @ 24% and sometime even to 36% clubbed with overtrading, ultimately lead to bankruptcy. In the circumstances many developers ultimately were thrown out of real estate industry, resulting in to complete loss to the buyers.
- xvi) Situation mentioned in Item No. (XV) above worsened further and Banking and other Private Financial Institutions stopped finance to the developers. This has added fuel to fire.
- xvii) Selling of sold premises to more than 2 to 3 different parties, without the knowledge of previous purchaser.
- xviii) Charging compounding interest on delayed payment installments.
- xix) Delaying project for extracting additional funds from the buyers.
- xx) Not honoring financial commitments made with the Land Owners thereby creating unnecessary litigations resulting into financial losses and delay in possession.
- xxi) Illegally utilizing more FSI over and above permissible, thereby constructing unauthorized premises.
- xxii) Using muscle and money power for vacating tenants, occupants & slum dwellers to clear the site.
- xxiii) Misuse of money power for to be in good books of all statutory authorities particularly to avoid adversary actions and specially for ignoring unauthorized constructions which ultimately to be sold in open market with huge profits.

- xxiv) Giving possession of the premises to the purchasers with incomplete work, without complying with the mandatory conditions and without obtaining Occupancy Certificate resulting into unnecessary hardship to the buyers who were compelled to pay double property taxes and water charges to the Corporation for unauthorized occupation.
- xxv) Not registering the Co-Operative Housing Societies, or Association or Condominium of premises purchasers, and or not giving Conveyance of property together with building thereon within the time limit prescribed under the law.
- xxvi) Not paying agreed rent or compensation in time to the members of the society during the transit period of redevelopment construction.
- xxvii) Not observing and or honoring terms and conditions laid down by the Corporation for approving the plans of the project and granting Commencement Certificates thereto resulting into huge penalties.
- xxviii) Not observing and or honoring the terms and conditions laid down in MOFA Act, according to which the Sale Agreement is executed.
- xxix) Transferring development rights of ongoing projects in favour of another builder without intimation and or prior consent of buyers which delays the project.
- xxx) Not giving all the amenities and facilities agreed upon to the buyers.
- xxxi) Use of inferior quality materials and thus compromising with the quality of construction.
- xxxii) Carrying out construction beyond the limit of approved plans and or Commencement Certificate granted.
- xxxiii) Changing the layout and or floor plans and also areas of premises arbitrarily, without prior consent of buyers.
- xxxiv) Not responding, attending and appearing before Consumer Forum, Courts, or statutory authority unless and otherwise compelled to.

Due to aforesaid bad and unprofessional practices, builders lost their creditability and trust in all sectors of society. Today buyers are

against them, the Government is against them as well as Judiciary appears to be against them. To avoid hue and cry and unrest in public, the Government was bringing Laws after Laws to control bad and unfair trade practices of real estate industry for which only builders can be blamed. It is a fact that, due to aforesaid unprofessional practices, thousands of consumers have lost their life-savings invested in the projects which ultimately are delayed abnormally and or stalled completely.

With the result, the Buyers and Investors have lost confidence in the developers, and the trend of purchase of premises by the purchasers has changed completely. The investors voluntarily left the real estate industry and diverted their investments to another trading. Common buyers in the circumstances started avoiding booking of premises in under construction projects, since they are afraid to invest their life-savings unless either the work is nearing completion or fully completed.

Now a days, purchasers are more inclined to invest in fully ready for occupation premises even if they have to pay more. The time has come for the Government to step-in and to change this gullible situation in such a controlling manner that, the lost confidence and trust of the consumer can be re-established and will help to give required credibility to real estate sector and make it more transparent, accountable and trustworthy, thereby giving equal opportunity and protection not only to the buyers/consumers but to the builders which miracle may happen first time in the history of real estate industry in India.

Chapter - 5

NEED OF IMPOSING REGULATORY AUTHORITY ON REAL ESTATE SECTOR

Players from almost all other business and trading community are attracted to real estate industry due to its huge turnover and limitless profit in overall construction activities. Since no registration and or minimum qualifications were mandatory to become a builder, average businessman from different trades joined the band wagon and became builder and within a short time emerged as unchallenged director and master of the game.

Easy conversion of Back Money in to White Money, safe haven for Money Laundering with almost untraceable roots, and earning of Social Recognition, Mafia groups jumped in to the ring of real estate industry. With enormous money and muscle power, they changed all the set norms and equations of fair and true trade practice upside down resulting in to unfair, scrupulous and fraudulent activities so fast that, nobody has realized its seriousness and bad impact on the industry. Smalltime builders, either on their own or out of compulsion, joined hands with the mafia builders and or became easy extortion targets. Many reputed builders has suffered very badly due to continuous exploitation and extortion, ultimately succumb to Mafia demands. Many a times, some unfortunate developers even lost their lives to mafia's unmarked bullets.

When builders realized true power of money which can easily hire muscle power, the situation was changed rapidly. Builders were compelled to unite to gather, thus became more courageous and started doing real estate business without any fear or favour. Trading norms were changed to three hundred sixty degrees and unilateral trade practice was emerged overnight. Agreement to Sale became totally one sided and builders have started dictating their own terms and conditions upon buyers, making them completely slavish and defenseless. Century old and time tested fair trading norms became out dated. Sale of premises changed from Carpet area to Built-up area. Regular built up area norms were changed to super built up area and further to deluxe built up area, which has changed ratio

of built up area and carpet area from reasonable equation of 20 percent to 50 to 60 percent on carpet area. In fact, generally buyers were compelled to pay more than one and half times against its actual value.

Fraudulent trade practices crossed all the limits, resulting in to massive hue and cry and unrest amongst home buyers. Slowly and slowly, consumers started raising their voice against extortion, deception and exploitation by the builders. Groups of deceptive buyers were formed, and such organized bodies started pounding the doors of Governments, Media and other available forums to convey their plight.

For decades, real estate sector has maintained complete secrecy about their overall trade practice. There was total lack of information and or transparency in sale / purchase transactions. The buyers were never made aware about the status and stage of project, project approvals granted by the Corporation and its mandatory conditions to be complied with for successful completion of project, and was intentionally kept in dark. There was no communication between developer and buyers. When something goes wrong with the project ultimate sufferer were consumers only. This was the situation almost across the nation.

When the State Government realized the seriousness of ground realities and adverse effects of the ineffective enactments like (1) The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale and Transfer) Act, 1963 (MOFA), and (2) The Consumer Protection Act, 1986, and failed to give desired reliefs and timely justice to consumers, the clock was started ticking very fast.

Ultimately it was realized by the Union Government that, time has come to establish a Regulatory Authority to curb unfair practices, plug all the loopholes of earlier enactments, and to bring desired transparency and accountability in real estate industry by special enactment. After continuous research and deep analysis of ground realities of real estate sector in all States, the Central Government has come out with most effective and powerful Act in the form of RERA.

In order to overcome this pathetic situation and to bring maximum clarity, trade transparency and justice to home buyers, and mainly for introducing much needed discipline for the real estate sector, the Union

Government under Ministry of Law and Justice (Legislative Department) enacted, "**The REAL ESTATE (REGULATION AND DEVELOPMENT) Act, 2016 (RERA)**", which come in to force with effect from 01-05-2017; and made it mandatory for all States of India except State of Jammu & Kashmir. (Ref: The Parliament received the assent of the President on 25-03-2016 for the enactment and the Gazette of India published it on 26-03-2016).

This Act directs that, all the State Governments shall have to establish a Regulatory Authority for the implementation of the provisions of the said Act in their States with powers to formulate their additional rules and regulations in accordance with the local requirements within the frame work of principle enactment. In response thereto, the Government of Maharashtra has adopted RERA and made it applicable throughout in the State of Maharashtra w.e.f. 01-05-2017 by its Notification No. 23 dt. 08-03-2017. In Maharashtra, this Regulatory Authority is popularly known as "**MahaRERA**" for all its purposes.

Under Notification No. 23 dt. 08-03-2017, the Govt. of Maharashtra has constituted a "**The Real Estate Regulatory Authority**" as well as "**The Real Estate Appellate Tribunal**" for the regulation and promotion of the real estate industry in the State of Maharashtra to strive to facilitate proper growth and development of a transparent, healthy, competitive, trust-worthy and efficient real estate sector, so that rights and interests of every buyer are assuredly protected, which is a main object of the Act.

The RERA enactment has properly studied major loopholes of earlier similar Acts as well as identified present burning issues dearly related to the interest of the consumers. It has positively captured major wrong doings of the real estate sector thereby introducing stringent provisions with penal punishments including imprisonment up to 3 years, so that the promoters will be compelled to deliver and fulfill all the promises made to the buyers and mainly he shall have to complete the project in prescribed time limit by observing and honoring all the applicable provisions of the Act.

For the convenience of public and component agencies related and connected to real estate activities, the State Government has established Head Office of MahaRERA at Mumbai and for proper distribution of

administrative services has also established Zone wise Two (2) Divisional Offices at Pune and Nagpur respectively, so that the real estate activities throughout the state of Maharashtra can be effectively controlled and properly regulated. Addresses, Contact numbers, its Websites as well as office hours of Head Office & Divisional Offices as available are as under:

1) HEAD OFFICE: MUMBAI

Maharashtra Real Estate Regulatory Authority

Administrative Building, Wing-A, 3rd Floor,

Anant Kanekar Marg, Bandra (East),

Mumbai, Pin-400051. Tel : 022-6811160

2) DIVISIONAL OFFICE: PUNE

Maharashtra Real Estate Regulatory Authority

109 to 113, First Floor,

Sayajirao Gayakwad Udyog Bhavan, Aundh,

Pune, Pin-411007. Tel : 020-29806545

3) DIVISIONAL OFFICE: NAGPUR

Maharashtra Real Estate Regulatory Authority

Administrative Building No. 1, First Floor,

Civil Line, Adjoining to Udyog Bhavan,

Nagpur, Pin-440001. Tel : 0712-2551400

4) THE MAHARASHTRA REAL ESTATE APPELLATE TRIBUNAL

1st Floor, One Forbs, Dr. V. B. Gandhi Road,

Nr. Kala Ghoda, Fort, Mumbai-400001. Tel : 022-22710200

Notes:

1) Office timings: Monday to Friday 10.00 a.m. to 6.00 p.m.

2) MahaRERA Website:<https://maharera.mahaonline.gov.in>

Chapter - 6

APPLICABILITY, AIMS, OBJECTS, KEY FEATURES AND BAR OF JURISDICTION OF RERA-2016

● Enactment:

The Real Estate (Regulation and Development) Act, 2016 (RERA) is an enactment of Government of India, which has received assent from the Hon'ble President of India on 25-03-2016 and thus came in to force w.e.f. 01-05-2017. This Act is a pragmatic step towards reforming and regulating Real Estate Sector in uniform manner to give much needed protection and justice to buyers and promoters which are main objects of this Act.

● Applicability of the Act:

1) This Act is applicable to all the States of India except the State of Jammu & Kashmir. Since it is related to housing and construction activities, the State Government is entitled to make additional regulations and implement it within the frame work of principle Act. In Maharashtra this novel Act is popularly known as "MahaRERA".

2) This Act is applicable for Real Estate Development for the properties within the jurisdiction of respective Planning Authority wherein the area of Land proposed to be developed exceeds 500 Sq.Mt. and or number of proposed apartments exceeds 8 numbers.

3) This Act at present is NOT applicable where the area of land proposed to be developed do not exceed 500 Sq.Mt. or the number of apartments proposed to be developed do not exceed 8 apartments inclusive of all phases.

For the purpose of desired clarity the Aims, Objects, Key Features and Bar of Jurisdiction of the Act, are described in short hereunder :-

● Aims of the Act:

- 1) To protect the rights and interests of buyers of real estate projects.
- 2) To promote uniformity and standardization of trade practices and uniform and transparent transactions in real estate sector.
- 3) To ensure accountability and to secure the interests of home buyers.

- 4) To inoculate transparency, efficiency and fair practices in real estate transactions.
- 5) To control the frauds as well as unnecessary delay in completion of real estate projects.
- 6) To impose appropriate responsibilities and liabilities upon Promoters (developers), Estate Agents and Allottees (buyers: consumers).
- 7) To promote symmetry of required information by and between the promoter and buyers.
- 8) To establish adjudicatory / regulatory mechanism to enforce the contract equally on promoter and buyers.
- 9) To set up a fast track dispute redress and resolution mechanism to ensure amicable settlements of the disputes between promoter and buyers in a minimum time frame.
- 10) To promote effective governance in real estate sector in the country.
- 11) To ensure revival of confidence & trust amongst real estate investors.
- 12) To display and or put up all details of registered projects on its website for public information.

● **Objects of RERA:**

Based on aforesaid aims, to regulate real estate sector with complete transparency and accountability, following are the objects of RERA:-

- 1) To register every commercial and or residential project with the real estate regulatory authority.
- 2) To ensure registration of real estate agents.
- 3) To define duties, responsibilities and liabilities of promoter, estate agent and consumers.
- 4) To define Carpet Area of premises as prescribed under the Act.
- 5) To prevent diversion of funds by promoter from one project to other.
- 6) To ensure quality construction of project.
- 7) To define defect liability and make it for the period of 5 years.

- 8) To compel the promoter to maintain strict adherence to plans and specifications approved by the planning authority, without any arbitrary changes or amendments.
- 9) To determine the amount of refund with interest and or to decide the amount of compensation payable by promoter to buyer in a specific matter as the case may be.
- 10) To ensure completion time of project thereby incorporating the date of possession of premises in the documents of agreement to sale.
- 11) To compel the Promoter to obtain building completion / occupancy certificate from civic authority in prescribed time limit before giving possession of the premises.
- 12) To ensure the registration of society/s and or association of Allottees of the completed projects in prescribed time limit.
- 13) To compel the promoter to give conveyance of project in prescribed time limit to the association of Allottees.
- 14) To prescribe penalties including imprisonment for the promoter for breach of rules of the act or breach of the terms of contract executed by and between the promoter and the Allottee as the case may be.

● **Key Features of RERA:**

The real estate industry in our country is entering in to new era because of this pragmatic enactment and serious intentions of its implementation thus expecting fair trade practice and promotion and protection to all players in real estate sector. The basic key features of the Act, are almost similar to the objects of the Act, which are mainly applicable to the promoters and estate agents are explained in short hereunder:-

- 1) Not to advertise, sell, offer, market or commit booking of plot of land, apartment, premises, house, building, etc. without the registration of project with the real estate regulatory authority of the state.
- 2) To ensure registration of estate agent with the regulatory authority.
- 3) To update details and programs of project by the promoter on RERA website for the information of Allottees and for public at large.

- 4) To keep informed Allottees about progress of related ongoing project.
- 5) To ensure that, the promoter is depositing 70% of the funds received from the Allottees in a separate bank account exclusively to be utilized for said project only so that such amount can be sufficient to cover up cost of constructions and cost of land, etc., wherein the promoter can withdraw amount in proportion to the work completed against due certification from the project architect and chartered accountant.
- 6) To assure Allottees that, the property is having clear and marketable title supported by valid legal documents.
- 7) To guarantee that, the construction work will adhere to approved plans and will not make any changes without the consent of 2/3 number of the Allottees.
- 8) To ensure that, the promoter has specified the date of completion of project and date of possession of premises to be given to Allottees and to incorporate the same in sale agreement.
- 9) To assure for quality construction and guarantee for rectification of construction defects if any, during 5 years from the date of possession or occupancy certificate.
- 10) To sell premises on carpet area basis as per norms decided by RERA.
- 11) To resolve issues by fast-track dispute redress mechanism.
- 12) To decide appeals through Appellate Tribunal established under RERA.
- 13) Most importantly to bring, desired transparency in trade practice and accountability within all concerned component agencies involved in real estate sector.

● **Bar Of Jurisdiction:**

No civil court shall have jurisdiction to entertain any suit or proceedings and or to grant injunction in respect of any matter which the regulatory authority or its adjudicating officers and or the appellate tribunal are empowered under this Act.

● Cognizance of Offences:

No court can take cognizance of any offence punishable under this Act or the rules and regulations made there under except a complaint in writing made by the authority or by any of its authorized officer for this purpose. No court inferior to that of Metropolitan Magistrate or a Judicial Magistrate of the first class shall try any offence punishable under this Act.

● Judicial Powers of Real Estate Regulatory Authority:

Most important feature of this novel enactment is that, under the provisions of this Act, the Regulatory Authority is declared and made as a Quasi-Judicial Authority, who is empowered to discharge and exercise all judicial functions and powers allotted thereof. The Regulatory Authority shall have the same powers as are vest with the Civil Court under the Code of Civil Procedure, 1908, while trying a suit in the matters of:

- i) the discovery and production of books of accounts and other documents at such place and time as may be specified,
- ii) summoning and enforcing the attendance of persons and examining them on oath,
- iii) issuing commissions for the examination of witnesses or documents,
- iv) or any other matter which may be prescribed from time to time.

Chapter - 7

IMPORTANT RERA DEFINITIONS & COMPARATIVE ANALYSIS

● Enactment and Purpose of RERA:

The Union Government of India, under the Ministry of Law and Justice (Legislative Department) have enacted, “**The REAL ESTATE (REGULATION AND DEVELOPMENT) Act, 2016 (RERA)**” to protect the interest of consumers, which came in to force with effect from 01-05-2017. Its implementation is made mandatory in all States and Union Territories of India, except State of Jammu & Kashmir. This revolutionary Act is proved to be blessing in disguise for defenseless consumers. To control unfair trade practices in real estate sector, besides stringent provisions of punishment, it is seen that, a special consideration is given to determine some of the important definitions which are somewhat different than the age old norms in such a clear manner that, no room is left for its misinterpretation.

The practicing architect, licensed surveyor, structural engineer, site engineer, chartered accountant, advocate, promoter (developer) and buyers are core component agencies connected to real estate development, and as such it is essential to understand correct meaning of some of the definitions incorporated in the RERA, which are more exhaustive and different than defined by earlier authorities. For ready reference, some of important new definitions are re-produced herein alphabetically along with its comparative analysis related to real estate development. The analysis of earlier defined definitions in force for decades in comparison with these new ones will give desired clarity to all concerned related to real estate development.

SOME IMPORTANT RERA DEFINITIONS

- 1) Advertisement:** Means any document described or issued as advertisement through any medium and includes any notice, circular or other documents or publicity in any form, informing persons about a real estate project, or offering for sale of a plot, building or apartment or inviting persons to purchase in any manner such plot, building or the apartment or to make advances or deposits for such purposes.

- 2) **Agreement for Sale:** Means a document of Agreement to Sale entered into and executed by and between the promoter and the Allottee for purchase of specific premises in specific project of the promoter. Model Form of Agreement to Sale now prescribed by MahaRERA is annexed to this book at the end.
- 3) **Allottee:** Means a person in relation to real estate project, to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise to be transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building is given on rent.

Notes:

- a) *The definitions of Advertisement, Agreement-for-Sale and Allottee are not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), or in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA).*

There is no definition for Advertisement and Agreement-to-Sale in the Consumer Protection Act, 1986 however, it says that, the Consumer (Allottee) means a person who buys any good for consideration.

- b) *However, As per The Consumer Protection Act, 2019, the definition of "Advertisement means any audio or visual publicity, representation, endorsement or pronouncement made by means of light, sound, smoke, gas, print, electronic media, internet or web site and includes any notice, circular, label, wrapper, invoice or such other documents".*

Prohibiting advertisement without the registration of project with the Regulatory Authority has created awareness and desired impact on those Promoters who were promising unrealistic incentives, amenities and facilities for luring the buyers.

- 4) **Apartment:** Whether called a block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom, or godown

or for carrying on any business, occupation, profession or trade or for any other type of uses ancillary to the purpose specified.

Notes:

- a) *The definition of Apartment is not available in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), and or in The Consumer Protection Act, 1986.*
- b) *However, as per the Maharashtra Apartment Ownership Act, 1970, the Apartment means a part of property intended for any type of independent use, including one or more rooms or enclosed spaces on one or more floors or part or parts thereof in a building (intended to be used for residence, office, practice of any profession or for carrying on any occupation, trade or business or for any other type of independent use) and with a direct exit to a public street, road, highway or to a common area leading to such street, road or a highway.*
- c) *However, as per the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) the Apartment is defined as a Flat which means a separate and self-contained set of premises used or intended to be used for residence or office, showroom or shop or godown (or for carrying on any industry or business) (and includes a garage), the premises forming part of building (and includes an Apartment).*

It can be seen from the above notes that, there is no definition of Apartment in any of D.C. Regulations applicable for Greater Mumbai. However in MOFA Act the Apartment is considered as Flat of which definition appears to be more or less same to the definition of Apartment under RERA, and it can be seen that, it is very close to the definition of Apartment as appearing in the Maharashtra Apartment Ownership Act, 1970. However, it can be said that the RERAs' definition is a combination of the definitions of both the above Acts, but made more precise covering all the aspects related to the Apartment.

- 5) **Carpet Area:** Means the net usable floor area of an apartment, **excluding** the areas covered by the external walls, areas under services shafts, **exclusive of** balcony or verandah area and **exclusive of** open terrace area, **but includes** the area covered by the internal partition walls of the apartment.

*RERA's Explanation on its Carpet Area definition: For the purpose of this clause, the expression **exclusive of balcony or verandah area** means the area of balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee, and "**exclusive of open terrace area**" means the area of open terrace which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the Allottee."*

Notes:

- a) *There is no definition of Carpet Area either in the Consumer Protection Act, 1986 or in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA) or even in the Maharashtra Apartment Ownership Act, 1970.*
- b) *However, as per the Sanctioned Development Control Rules for Greater Bombay, 1967 (DCR), the Carpet Area means 'the net floor area within an apartment excluding the area of walls, and half the area of balconies.'*
- c) *According to the Sanctioned Development Control Regulations for Greater Bombay, 1991 (DCR), the Carpet Area means 'the net usable floor area within a building excluding that covered by the walls or any other areas specifically exempted from floor space index computation in these Regulations.'*
- d) *However, as per the Sanctioned Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), it states that Carpet Area would have the same meaning as defined in Real Estate (Regulation & Development) Act, 2016.*

It can be seen from the aforesaid notes that, the DCPR-2034 for Greater Mumbai has accepted the Carpet Area Definition of RERA into, which appears to be more precise, & exhaustive but it is definitely different from the definitions set by earlier statutory authorities in respect to areas covered by inner walls & area of balconies / verandahs.

- 6) Commencement Certificate:** Means the Commencement Certificate or the Building Permit or the Construction Permit, by whatever name (it is) called and issued by the competent authority to allow or permit the promoter to begin with development works on an immovable property, as per the sanctioned plans.

Notes:

- a) *The specific definition of the Commencement Certificate is not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), or in the Consumer Protection Act, 1986/2019, or in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 (MOFA), or in the Maharashtra Apartment Ownership Act, 1970.*

However, according to section 44 & 69 of The Maharashtra Regional and Town Planning Act, 1966 (MRTP Act) the Commencement Certificate is termed as the 'Development Permission' (which is) to be granted by the local planning authority in specific format thereby permitting the applicant to commence and carry out the Development work (as per approved plans)'. RERA's aforesaid definition is almost similar to MRTP Act, 1966.

7) **Completion Certificate:** Means the Completion Certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that, the real estate project has been developed according to the sanctioned plan, layout plan and specifications as approved by the competent authority under the local laws.

Notes:

a) *The definition of **Completion Certificate** is not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), or in the Consumer Protection Act, 1986, or in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA), or in the Maharashtra Apartment Ownership Act, 1970.*

*However, as per Development Control Regulations for Greater Bombay, 1991 (DCR), it is obligatory for the Architect / License Surveyor to submit his **Development Completion Certificate** to MCGM after project work is complete in a format namely **Appendix - XVIII under Regulation no. 6(7) of DCR-1991**. The similar Development Completion Certificate is now required to be submitted to MCGM as per the format **Annexure 16 under Regulation No. 11(6) & (7) of the Development Control and Promotion Regulations, 2034**, upon which Corporation issues Completion Certificate/Occupancy Certificate.*

8) **Occupancy Certificate:** Means the Occupancy Certificate or such other certificate by whatever name called issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation, and electricity etc.

Notes:

a) *The definition of **Occupancy Certificate** is not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations-2034 for Greater Mumbai (DCPR-2034), or in the Consumer Protection Act, 1986, or in Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA), or in the Maharashtra Apartment Ownership Act, 1970.*

*However, as per DCR-1991 and DCPR-2034, definition of **Occupancy or Use** means the principle occupancy or use for which a building and or a part is used or intended to be used, including contingent subsidiary occupancies, mixed occupancy of the buildings being those in which more than one occupancy are present in different portions of the buildings as the case may be.*

9) **Planning Area:** Means a planning area or a development area or a local planning area or a regional development plan area, by whatever name called or any other area specified as such by the appropriate Government or by any competent authority and includes any area designated by the appropriate Government or the competent authority to be a planning area for future planned development, under the law relating to town & country planning for the time being in force and as revised from time to time.

Notes:

a) *The definition of Planning Area is not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), or in the Consumer Protection Act, 1986/2019, or in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA), or in the Maharashtra Apartment Ownership Act, 1970.*

In view of above, it is felt that, with above definition of Planning Area determined by the RERA for the purpose of registration of projects, it has brought area limits of all the cities, districts, talukas of the respective states, where there is a competent authority and or local civic body, who is authorized to issue development/construction permission for the area within their jurisdiction under the ambit of this Act, so that, at all such places real estate development will be automatically controlled by regulatory authority.

10) **Promoter:** (i) Means a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or part thereof in to apartments for the purpose of selling all or some of the apartments to other persons and includes his assignees, **OR**

(ii) A person who develops land in to project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said projects, whether with or without structures thereon, **OR**

(iii) Any development authority or any other public body in respect of Allottees of the:

(a) buildings or apartments as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government, **OR**

(b) plots owned by such authority or body or placed at their disposal by the Government, **OR**

(iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its members or in respect of Allottees of such apartments or buildings, **OR**

(v) any other person who acts himself as a builder, colonizer, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale, **OR**

(iv) Such other person who constructs any building or apartment for sale to the general public.

RERA Explanation: For the purpose of this clause, where the person who constructs or converts a building in to apartments or develops a plot for sale and the persons who sale apartments or plots are different persons, both of them shall be deemed to be promoters and shall be jointly liable as such for the functions and responsibilities specified under this Act or the Rules and Regulations made there under.

Notes:

a) *The definition of Promoter is not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), or in the Consumer Protection Act, 1986, or also not available in the Maharashtra Apartment Ownership Act, 1970.*

b) *However, as provided in Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA), the Promoter means a person who constructs or causes to be constructed a block or building of flats (or apartments) for the purpose of selling some or all of them to other persons or to a company, co-operative society or other association of persons, and includes his assignees, and where the person who builds and the person who sells are different person, the term includes both.*

It is felt that, the RERA's definition of Promoter seems to be principally based on the definition of Promoter defined in MOFA Act, 1963. However, the RERA has expanded its parameters, and made it more precise and elaborate to make it applicable not only for the private sector but Government and Corporate Bodies also who are

connected to the Real Estate activities, and as such they shall be jointly held liable for the responsibilities specified, under this Act or the Rules and Regulations made thereunder by which they all are brought under the ambit of RERA.

11) Real Estate Agent: Means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, & includes property dealers, brokers, middlemen by whatever name called.

Notes:

a) *The definition of Real Estate Agent is not available either in the Development Control Regulations for Greater Bombay, 1991 (DCR), or in the Development Control and Promotion Regulations, 2034 for Greater Mumbai (DCPR-2034), or in the Consumer Protection Act, 1986/2019, or in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (MOFA), or in the Maharashtra Apartment Ownership Act, 1970.*

● *It is felt that, for the first time, the RERA has brought all the persons or companies giving their services as real estate agents or brokers or middlemen to the promoter for sell or purchase or transfer of properties including apartment or building against the receipt of service charges known as brokerage or commission thereof, has been brought in to the ambit of RERA and made them liable and responsible for the acts as specified under this Act or the Rules and Regulations made thereunder, for bringing desired transparency and accountability in Real Estate Transactions and to protect the interest of consumers which is a main object of the Act.*

Chapter - 8

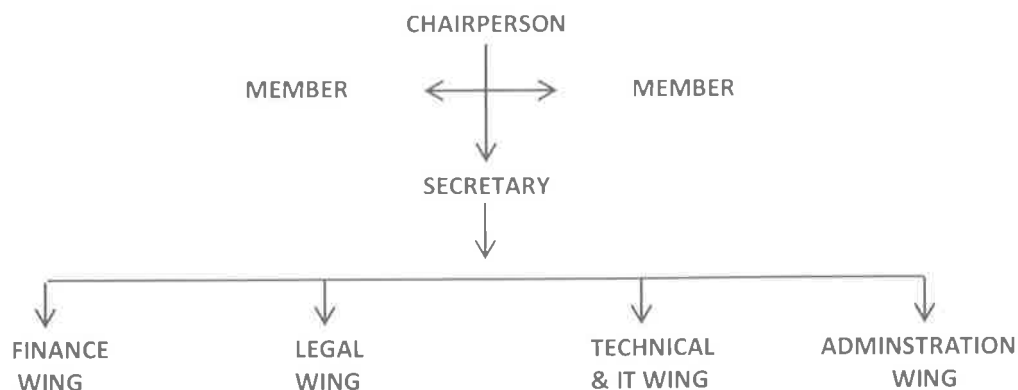
FUNCTIONS & POWERS OF THE REAL ESTATE REGULATORY AUTHORITY (RERA)

- **Establishment of Regulatory Authority:**

As per Section 20 (1) & (2) of **The Real Estate (Regulation and Development) Act, 2016 (RERA)**, every State Government, within one year from the date of coming in to force by Notification has to establish “**The Real Estate Regulatory Authority**” (hereafter will be named as The Authority) in its State. The said Authority shall be a body corporate by the name having perpetual succession and common seal with powers to acquire, hold and dispose of movable and immovable properties (of real estate registered and unregistered projects) and to contract and to sue or to be sued as the case may be.

- **Composition of Regulatory Authority:**

The Real Estate Regulatory Authority shall have a Chairperson and minimum two (2) whole time Members duly appointed by the State Government consisting of Chief Justice of High Court or his nominee and Housing and Law Secretary of the State Government having adequate knowledge and experience required for the purpose, and supported by Secretary and Adjudicating Officers. Following is present organizational structure of MahaRERA under RERA:



● **Functions of Regulatory Authority:**

Under Section 34 of the Act, the function and powers of regulatory authority as determined, are reproduced hereunder for immediate ready reference of the reader.

The Regulating Authority shall have

- a) To register and regulate real estate projects and real estate agents.
- b) To maintain and to publish website records of all registered real estate projects, with complete related information thereof for public viewing.
- c) To maintain database on its website for public viewing and to enter the name and photograph of defaulting promoters including their project details, reasons of revocation of registration and penalties imposed if any for public access.
- d) To maintain database on its website for public viewing and to enter the names and photographs of applied and registered “real estate agents” including those whose registration has been rejected and or revoked.
- e) To fix regulations for each area under its jurisdiction including imposing of standard fees for promoter, allottees and estate agent.
- f) To ensure compliance of obligations cast upon promoters, allottees and estate agents under the provisions of this Act.
- g) To ensure compliance of its regulations, orders or directions made in exercise of its powers under the Act.
- h) To perform any other functions as may be entrusted by appropriate Government necessary to carry out the provisions of the Act.

● **Powers of Regulatory Authority:**

In order to perform all the aforesaid actions and functions effectively, the Regulatory Authority under the Act, is empowered with the following powers and privileges:-

- a) To call for information and or information in writing including books of accounts and documents for the purpose of inspection at any time from the promoters, allottees and estate agent as the case may be and also to conduct investigation related to its affairs.

- b) To have all the powers and privileges, same as vested with the Civil Court under the Code of Civil Procedure, 1908.
- c) To issue restraining interim orders during investigation and or to make enquiry against promoters, allottees and estate agents for carrying out any acts in contravention of the Act as the case may be.
- d) To issue essential directions to the promoters, allottees and estate agents from time to time for the purpose of discharging their functions and obligations under the Act.
- e) To impose penalties and interest upon promoters, allottees and estate agents for doing any such deeds in contravention of the Act.
- f) To review, amend & or rectify any of its orders within 2 years for any mistake if detected from the record or brought to notice by the parties.
- g) To regulate its own procedures from time to time if required.
- h) To recover amount of penalty and or compensation with interest from the promoters, allottees and estate agents, if they fail to pay the same.
- i) To make reference to the "Competition Commission of India" in respect of such issues that may find it deem fit.
- j) To grant extension and or correction request on valid application.
- k) To entertain complaints lodged against unregistered projects and to dispose the same after following due process.
- l) To make available RTI responses of MahaRERA for public view.

● **Recommendations of Regulatory Authority to Government:**

For the promotion of Real Estate Industry, other than the above functions, the regulatory authority has made the recommendations in the following matters to the appropriate State Government for its healthy growth and transparent, efficient and competitive trade practices thereof. These recommendations if approved shall be treated as additional functions of the regulatory authority which are described herein below:

The Regulatory Authority shall have:

- a) To protect the interest of buyers, promoters and estate agents of registered projects.
- b) To ensure time bound clearances and or approvals of the registered projects including its completion in a specific time frame.
- c) To create transparent and vigorous grievances resolution mechanism against acts of omission and commission of competent authorities and their officials.
- d) To encourage investment in real estate sector and to take measures to increase financial assistance to "Affordable Housing Segment".
- e) To take measures to encourage the grading of projects on various parameters of development including grading of Promoters thereof.
- f) To take measures to facilitate amicable settlements of disputes between promoters and allottees through conciliation forum.
- g) To take measures to facilitate digitization of land records and to create proper mechanism towards conclusive property titles and title guarantee thereof.
- h) To render advice to appropriate Government in the matters related to development and growth of real estate sector.
- i) To give its opinion to the appropriate Government on the matters of real estate sector, within 60 days of the receipt of such reference from the Government.
- j) To consider any other issues that the authority may think necessary and fit for the promotion of real estate sector.

• Eligibility and Term of Office of Chairperson & Members:

On the recommendation of Selection Committee (which consist of the Hon'ble Chief Justice of State High Court or his nominee and the Housing or Law Secretary) the State Government appoints the Chairperson of RERA, unless such person has held the post of Secretary to the State Government or any equivalent post in State or Central Government.

The Chairperson and Members of RERA can hold the office for a term of Five (5) Years from the date they enter upon their office, or can hold the office until they attain the age of Sixty Five (65) years whichever is earlier.

The Chairperson and Members of RERA will not be eligible for the Re-appointment. The Chairperson has powers of general superintendence and he can exercise and discharge all such administrative powers and functions conferred to the Regulatory Authority under the Act or as may be prescribed by the appropriate State Government from time to time.

It is to be mentioned here that, before appointing any person as a Chairperson or a Member of RERA, the appropriate State Government shall get satisfy itself that the person does not have any such financial and or other interests which will be likely affect prejudicially his functions as a Chairperson and or Member of RERA.

Chapter - 9

FUNCTIONS, POWERS AND PRIVILEGES OF THE REAL ESTATE APPELLATE TRIBUNAL

ESTABLISHMENT, COMPOSITION & TERM OF OFFICE OF APPELLATE TRIBUNAL

1) Establishment:

As per the provisions of Section 43 of the Real Estate (Regulation and Development) Act, 2016, the State Government has to establish a permanent Real Estate Appellate Tribunal by a special Notification. The Maharashtra State Government by its Notification dt. 08-05-2018 has established the Appellate Tribunal under the Act, known as "**Maharashtra Real Estate Appellate Tribunal**" of which its oath taking ceremony was undertaken on 24-12-2018.

2) Composition:

The appropriate State Government under the Act may establish one or more Benches of the Appellate Tribunal for various jurisdictions in their State or in Union Territory as the case may be. Every bench of the appellate tribunal shall consist of a chairperson and minimum 2 whole time members, out of which one should be judicial member and other shall be administrative and technical member. The chairperson of appellate tribunal has to be appointed by the appropriate Government in consultation with the Chief Justice of State High Court or his nominee, whereas other 2 members are to be appointed by the Government on the recommendation of the selection committee.

3) Term of Office:

The Chairperson and or the Members of the appellate tribunal can hold office for the term not exceeding 5 (five) years from the date on which he/she enter upon his/her office, and can hold the office till he/she attains age of 65 (sixty five) years whichever is earlier. The chairperson and or other Members of the Real Estate Appellate Tribunal are not eligible for re-appointment.

APPEAL, APPEAL FORMATS, ITS DISPOSAL PROCEDURE, FEES & TIME LIMIT, ETC.

● Who can File Appeal with the Appellate Tribunal:

The parties aggrieved by the direction, decision and or order made by the regulatory authority and or made by its adjudicating officer under the Act, can file his appeal before the Appellate Tribunal having the jurisdiction over such matter in **Form-L** (in triplicate) along with the payment of prescribed fees, and required documents thereof. Such aggrieved parties are identified as under:

- i) An Individual.
- ii) A Hindu undivided Family.
- iii) A Company.
- iv) A Partnership firm registered under Indian Partnership Act, 1932 or under Limited Liability Partnership Act, 2008 as the case may be.
- v) A Competent Authority.
- vi) Association of Persons (AOP) or Body of Individual (BOI) whether incorporated or not.
- vii) A Co-Operative Society registered under any of law related to Co-Operative Societies.
- viii) Any such other entity as specified by the appropriate Government from time to time.

a) Appeal by Aggrieved Person other than the Promoter:

Any aggrieved appellant can file appeal before the tribunal within a period of 60 (sixty) days from the date on which copy of order, direction or decision made by the regulatory authority is received by him. The Tribunal may entertain any appeal even filed after mandatory period of 60 days, if it is satisfied that there was a sufficient cause for not filling the same in prescribed time limit.

The Appellant has to file appeal in "**FORM-L**" in triplicate duly filled in along with copy of order or directive issued by regulatory authority

concerned documentary evidence along with a Demand Draft of Rs. 5000/- in favour of The Appellate Tribunal as appeal Fees.

The Appellate Tribunal shall deal with such appeal expeditiously and shall strive to dispose the same as far as possible within 60 (Sixty) days from the date of receipt of such appeal.

b) Appeal by the Promoter:

In case of appeal of promoter, the appellate tribunal will not entertain such appeal unless the promoter first having deposited with the tribunal an amounts of:-

- i) 30 percent penalty or such higher percentage as may be determined by the Tribunal.
- ii) Total Amount equivalent to be payable to the allottee together with interest or total amount of compensation imposed upon him.
- iii) Or with both the above, as the case may be as will be decided by the Appellate Tribunal.

c) Appearance of the Appellant before the Tribunal:

The appellant can appear in person, and or through his one or more authorized practicing professionals such as chartered accountants or cost accountants, company secretaries or lawyers to present his case, before the appellate tribunal.

FUNCTIONS & POWERS OF REAL ESTATE APPELLATE TRIBUNAL

Other than the special privileges mentioned herein above, the real estate appellate tribunal for discharging its functions under this Act, has all the powers of Civil Court under Code of Civil Procedures, 1908, in respect to the following matters:-

- i) Summoning and enforcing the attendance of any person and to examine him on oath.
- ii) Requiring the discovery and production of documents.
- iii) Receiving evidence on Affidavits.
- iv) Issuing commission for examination of witnesses and or documents.

- v) Reviewing its decisions.
- vi) Dismissing the application for default or directing it ex-parte.
- vii) Requisitioning any public record or documents from respective offices required in the matter for hearing and disposal of appeal.
- viii) Requiring for the purposes of examining the legality or propriety of correctness of any order or decision of the regulatory authority or his officers and called for relevant records for hearing & disposal of appeal.
- ix) Any other matter which may be prescribed by the Appellate Tribunal.

PRIVILEGES OF THE REAL ESTATE APPELLATE TRIBUNAL

The Real Estate Appellate Tribunal vests with the following privileges:-

- i) Being Quasi-Judicial Authority, the proceedings of the Tribunal are at par with the provisions of Indian Penal Code (IPC) and as such, the real estate appellate tribunal is deemed to be a Civil Court.
- ii) The Tribunal is not bound by the procedures laid down by the Code of Civil Procedure, 1908. However, the Tribunal is guided by the principle of natural justice.
- iii) The Tribunal has powers to regulate its own procedures.
- iv) The Tribunal is not bound by any of the rules of evidence under Indian Evidence Act, 1872.
- v) No Civil Court shall have jurisdiction to entertain any suit or proceedings in the matter for which the Appellate Tribunal is empowered under this Act, as well as, no stay can be granted by any Court or the Authority against any action taken or to be taken by the Tribunal in respect thereof.

● Some Special Provisions and Privileges of The Tribunal:

- i) Every Order of the Real Estate Appellate Tribunal under this Act, shall be executable as a Decree of the Civil Court.

- ii) The Appellate Tribunal may transmit any of its order to civil court having local jurisdiction, and such civil court shall execute the said order of the Tribunal as if it were a Decree made by the Court.
- iii) Any person aggrieved by the decision or the order of the appellate tribunal, can file his appeal in the respective state high court within the period of 60 days from the date of such communication to him.
- iv) No appeal shall lie against any decision or order made by the appellate tribunal with the consent of parties.
- v) No Court inferior to that of a Metropolitan Magistrate or a First Class Judicial Magistrate shall try any offence punishable under this Act.
- vi) The Chairperson, members, adjudicating officers and employees of the regulatory authority and the appellate tribunal are deemed to be public servants.
- vii) No Suit, prosecution or any other legal proceedings shall lie against appropriate government or its any officers or against the regulatory authority or appellate tribunal or its any officers, for anything which is done in good faith or intended to be done under this act or the rules and regulations made thereunder.

Chapter - 10

ROLE AND RESPONSIBILITIES OF ARCHITECT, LICENSED SURVEYOR, STRUCTURAL ENGINEER, SITE SUPERVISOR, CHARTERED ACCOUNTANT AND ADVOCATE UNDER MahaRERA

By and large, the Real Estate Sector is not organized in our country. It is a most complex business. Mainly construction activities are supported by the contribution of various professionals and component agencies right from commencement to completion of the project. 21st Century is an era of far reaching changes and radical reforms in our social, economic and political sphere. Application of advance technology and use of innovative materials and equipment is giving facelift to construction activities for making quality products in our real estate sector.

Ongoing global scientific research and development has forced us to absorb and adopt modernization in real estate development leaving behind our traditional and conventional practices. Slowly, quality awareness is increasing amongst all the players of construction industry, and as such the real estate sector is inching forward for more transparent, healthy and competitive trade practices. In view of recent Real Estate (Regulation & Development) Act, 2016 (RERA) and its rules and regulations applicable to professionals, it is essential to understand the role and responsibilities of all professionals connected to real estate development, which are described hereafter:

● PROJECT ARCHITECT / LICENSED SURVEYOR ●

The Architects are mainly governed by the Architects Act, 1972 and also by the regulations of Council of Architecture (COA). The Role, duties and professional responsibilities of the practicing architect/licensed surveyor connected to the registered real estate project are identified and are explained in short here under:

- 1) To design and prepare drawings of the project Layout and Buildings as per requirements of client within the frame work of development control regulations applicable thereof.

- 2) To submit proposals of project layout and buildings plans to the civic / planning authority for its approval and also to obtain of development permission (commencement certificate) for the building/s thereof.
- 3) To prepare tender documents of the project and to guide the client for the appointment of respective contractor /s for the project.
- 4) To prepare and issue project working drawings to the contractor.
- 5) To supervise construction activities periodically or when required.
- 6) To certify the bills of contractor and to recommend it for the payments according to schedule of payment of contract document.
- 7) To obtain building completion certificate / occupancy certificate from the planning authority after completion of work in all respects.
- 8) To issue certificate stating that the work of ongoing project is carried out as per the sanctioned plans issued by the planning authority.
- 9) To issue Certificate in prescribed **FORM-1** for registration of ongoing project showing the percentage of the work executed of the respective building/wing in the format including required information in **Table-A&B** and to give certificate for withdrawal of funds by the promoter from designated bank account in proportion of completed work.
(FORM-1 along with Tables A & B are attached at the end of this book.)
- 10) To issue Certificate in **FORM-4** confirming that the work of respective building/wing under reference is completed in all respects and is fit for occupancy for which it is erected and further to confirm that building completion certificate / occupancy certificate is issued or being granted by the local planning authority thereof.

(FORM-4 is attached at the end of this book for immediate reference)

● STRUCTURAL ENGINEER ●

The Structural Engineer is governed by the Engineering Council of India (ECI) and the regulations of Institute of Engineers. The role, duties and general responsibilities of practicing structural engineer connected to the real estate project are:

- 1) To inspect and study architectural drawings of the project according to which work is proposed to be carried out.
- 2) To visit the site and inspect the trial pits to assume bearing capacity of soil, and if required, to call for soil investigation report from registered geological engineer.
- 3) To prepare earthquake resistant structural design and drawings for proposed structure/s including calculations, from foundation to top of super structure within the parameters of applicable I.S. Codes.
- 4) To issue structural working drawings to the Site Engineer and explain it for execution purposes as and when required so.
- 5) To inspect and check completed reinforcement at site and permit site engineer/ supervisor and permit in writing for its concreting.
- 6) To inspect completed R.C.C. work carried out earlier at the time of next site visit, before checking present reinforcement and then permit site engineer for its concreting.
- 7) To issue first Structural Stability Certificate in the format of MCGM after R.C.C. work is completed up to plinth or stilt slab level.
- 8) To issue Final Structural Stability Completion Certificate in the format of MCGM after work is completed in all respect.
- 9) To issue Certificate in the **FORM-2** along with **Table-A & B** prescribed by MahaRERA, giving all the required details of project for the Registration of ongoing project, thereby certifying the estimated cost of the project proposed to be registered.
- 10) To issue Certificate in format for the cost incurred as and when required for withdrawal of money by the promoter from its designated bank account in proportion with the work carried out.
- 11) To issue Certificate to the effect that the items shown in the cost of construction are matching with the physical work condition at the site.

(FORM-2 along with Tables A & B are attached at the end of this book.)

● SITE ENGINEER / SITE SUPERVISOR ●

The general scope of work of the site engineer /supervisor includes following duties and functions:-

- 1) Visual inspection and approval of all the materials brought at site.
- 2) Day-to-day supervision and control over general workmanship of different contractors and agencies connected therewith.
- 3) On site and off site, to co-ordinate with architect, structural engineer, other consultants, contractors and owner / developer, etc.
- 4) To arrange and obtain test results / certificates of materials that are directed by the architect and or structural engineer.
- 5) Performing such other functions as may be directed by the Architect and other consultants to ensure quality of the work.
- 6) To submit his supervision memo along with commencement of work notice to local civic authority through the architect.
- 7) To submit his completion certificate after the work is completed, to the local civic authority through the architect applying for occupancy or completion certificate for the building.
- 8) In case of item rate contracts, check and verify measurements and quantities of the running bills of contractor, and inform his comments in writing to the Architect for issue of interim certificates for payments.
- 9) In case of lump sum rate basis contract, to check running bills of contractor as to whether it is in conformity with the specifications and to check amount of bills per the provisions of schedule of payment incorporated in the document of contract and recommend it in writing to the Architect for issue of interim certificates for payments.

● General Responsibilities of Site Engineer/Supervisor

For quality construction and due accountability thereof it will be responsibility of the site engineer/ supervisor has: -

- 1) To hand-over on completion of work or on his termination, whichever is earlier, site records, reports, instructions, checklists and any other books duly completed and signed for stage of work supervised by him.
- 2) To issue completion certificate for the works carried out at site under his supervision during his employment, as and when required by the architect/employer in the prescribed format if any.
- 3) To issue Quality Assurance Certificate in **FORM-2A**, prescribed under MahaRERA Order No. 5 / 1101/2018 dt. 26-11-2018 (Site Supervisor).

Note: The site Engineer/Supervisor shall be held responsible jointly with the contractors of all trades for quality of construction, save and except the design and details supplied by architect /licensed surveyor, consulting structural engineer and other consultants where applicable, including methodology of construction, workmanship employed and the finished construction that is carried out under his supervision till the tenure of defect liability period is over.

(FORM-2A is attached at the end of this book for immediate reference)

● **Limited Liabilities of Site Engineer / Supervisor**

The site engineer/ supervisor will be held liable if he fails to exercise responsible skill, care and diligence in discharging his duties as appeared herein before. However, the liabilities are limited as mentioned below: -

- 1) The liability of the site supervisor does not cover cost/s of project, or any other financial and or liability for consequential damages etc.
- 2) The liability of site supervisor expires on the date of completion of defect liability period, and in no case beyond 5 years, from the date of virtual completion of the building / project.
- 3) The site supervisor has no liability whatsoever for any part of the work not carried out under his supervision.
- 4) The site supervisor has no liability for any damages resulting from an act of contractor/s supplier/s, designs and specifications prepared by professionals connected thereto or any natural calamities whatsoever.
- 5) The site supervisor has no liability for any part of the work, of which liability rest with contractor/s, supplier/s or other agencies thereof.

- 6) The site supervisor has no liability for violation of any legal and or technical provisions or rights thereto in respect to the construction work, for which liabilities rest with other component agencies.

Important Notes:

- 1) *The Government of Maharashtra has announced that, the professionals involved in Real Estate Projects with Built up Area of 20,000 Sq.Mt or above, will be held responsible and liable for any structural defects or flaws related to the building for 10 years from the date of its completion. Whereas, the defect liability period prescribed under Section 14 (3) of RERA Act, 2016 is for 5 years only, without any cap on Built up Area.*
- 2) *The State Government commented that, the provisions of item no.1 above are aimed for fixing the responsibilities of Licensed Technical personnel (i.e. Architect, Engineer, Site Supervisor etc.) for any structural defects in the building certified for occupancy, the Government has advised such technical personnel to get them insured in their own interest, under "Professional Liability Insurance" to cover up such liabilities arise if any.*

● **THE CHARTERED ACCOUNTANT** ●

The practicing chartered accountant is governed by The Chartered Accountants Act, 1949 and rules & regulations of the Institute of Chartered Accountants of India (ICAI). On financial aspects of real estate project, he has to play a very important role under the provisions of RERA, 2016. Apart from his regular professional services, he has to discharge following duties as statutory auditor of the project for the promoter:

- 1) To issue a Certificate in **Form No. 3** prescribed by the Regulatory Authority including **Annexure-A** thereof, required for the project registration giving the details of the total estimated cost of land and cost of construction including development cost incurred for ongoing proposals, based on records and documents produced and explained by the concerned officer of the financial management of the promoter.
(FORM-3 along with Annexure A is attached at the end of this book)
- 2) The chartered accountant has to verify and certify that 70% or 100% of the amount collected from the Allottees as the case may be, are deposited by the promoter in a separate bank account. At the time of

issuing the certificate for the cost incurred as and when required for the withdrawal of money by the promoter from its designated bank account, he has to certify that, the withdrawal is in accordance with the proportion with the percentage of completion work of project.

- 3) In case, when there is no charge on the project of any financial institutes, the chartered accountant has to verify and certify that, there is no lien or charge on project property and or on the moneys lying in the fixed deposits if any. In such circumstances the promoter will have to obtain no lien / charge certificate from the respective bank/s in respect to such fixed deposits, if any, once in every three months.
- 4) In accordance with the Regulation-4 of RERA, the chartered accountant has to audit the accounts of the promoter's enterprise, within 6 months after the end of every financial year and have to submit such Report of Statement of Accounts of the project in **Form No. 5** prescribed, to the Authority with details of withdrawal of funds by promoter from the designated bank accounts against his certification in proportion with the percentage of work carried out.

(FORM-5 for Annual Report on Statement of Accounts is at the end of this book)

● THE ADVOCATE/ SOLICITOR ●

The practicing Advocate/Solicitor is governed by the Advocates Act, 1961 and rules and regulations of Bar Council of India. He plays very important role in real estate development in the capacity of Legal Advisor to the Promoter for his all or any specific project. He is involved right from the beginning till preparing Deed of Conveyance after completion of project. In initial stage his foremost duty and service to the client is to investigate the Title of the Property and finally to issue Title Clearance Certificate, of which details are explained hereafter in short:

1) Title of the Property: According to Property Law, the Title is a Legal term often used in real estate transactions. This includes pack of rights in the property, which relates to the ownership, occupation, possession and or right of possession thereof, in which one or more persons can have either legal or equitable interests and rights in the said property. The Title serves as evidence of ownership.

2) Title Search & Search Report: Search of Title of any given property is a process of inspection and verification of the public records by the office of the Advocate or Solicitor, especially for examination and investigation of revenue documents for the period of last 30 years or more, in connection with the sequence and chain of ownership, details of Encumbrances, Liens, Easements, Covenants, Caveats, Mortgages, etc., if any, affecting the title to the property thereof. It is a precise exercise to find out as to whether the property is having clear and marketable title or not. Full account prepared on the basis of these events and findings with due diligence is known as the Title Search Report.

3) Title Certificate: The Title Certificate issued by the Advocate or Solicitor is most important documentary evidence of ownership, which confirms inspection and investigation of records and finally certifying that the property is having a Clear and Marketable Title free of encumbrances or subject to specific encumbrances, if any.

4) Conclusions: (a) It is to be mentioned that, all the above named professionals connected to the real estate development has to discharge their duties and services fairly in true professional manner with due diligence, as they are accountable not only to their respective clients but to the society and ultimately to the third party, i.e. end consumer.

(b) Social awareness is rapidly increasing about professional liabilities for deficient services if causing damages may result in to prosecution. It is advised that, every practicing professional, to cover up such professional liabilities occurred if any, in his own interests **should get himself insured, under "Professional Liability Insurance."**

Chapter - 11

ROLE & RESPONSIBILITIES OF PROMOTER, ESTATE AGENT AND BUYER (ALLOTTEE) UNDER MahaRERA

● PROMOTER (DEVELOPER) ●

The promoter (developer) of the project is a most important and significant player of the real estate industry. Under RERA he is considered as a pivotal figure in real estate activities. Sections 11, 12, 13, 14, 15, 16, 17 & 18 of the Act, are for the duties, functions, responsibilities and liabilities of the promoter of the registered project, which are explained in short hereafter.

1) Registration of Project, Payment of Fees etc.:

Under Section 3(1), of the Act, it is obligatory for the promoter to register his real estate project with the authority. Under the provisions of Section 4, the promoter has to make an Online Application for the Registration of his project to the authority in **FORM-"A"**, and to submit all the information of the project with details of component agencies appointed for the project to be registered and to pay the prescribed registration fees to the authority, calculated at the rate of Rs. 10/- per square Meter of area of land of the project, subject to minimum of Rs. 50,000/- and maximum of Rs. 10,00,000/- as the case may be.

On receipt of such application, the authority under section 5, shall within a period of 30 days either grants the Registration to the project or reject the application for the reasons recorded therein. The project Registration shall be treated valid till the period determined by the promoter in his application required for the completion of the project, which can be renewed for further period on valid grounds.

(FORM-A: is attached at the end of this book for immediate reference)

Important Note: Without the registration of Real Estate Project with the Regulatory authority, no promoter can advertise, market, book, sell or offer for sale or invite people to purchase any plot, apartment and or building of his real estate project within the jurisdiction of regulatory authority.

2) Declaration-cum-Affidavit of Promoter & Separate Bank Account:

It is obligatory for the promoter (developer) to submit a declaration supported by self-affidavit to the effect that, 70% of amount realized from the Allottees of such real estate project shall be deposited in a separate bank account in a scheduled bank and will be utilized in the same project so that it will cover the land cost and construction cost of the project. The Promoter can withdraw the amounts from designated account in proportion to the percentage of completed work in respect to ongoing project, against the certification of chartered accountant, architect and engineer of the project to that effect.

3) Web Site & Quarterly Updates of the Project:

The promoter (developer) has to create his web page on the web site of the regulatory authority and has to enter therein all the details of the registered project from time to time for public viewing, and he is required to submit quarterly up-to-date information of the project on the following points:

- i) List of numbers & types of apartments / plots booked at that stage,
- ii) List of numbers of garages booked at that stage,
- iii) List of approvals obtained including approvals pending before the authority post commencement certificate at that stage,
- iv) The information about the status and the stage of the construction and other information of the ongoing project as required by the regulatory authority at that stage.

4) Stage wise Certificates required from the Professionals:

The Architect or Licensed Surveyor and Engineer, has to give their certificates in format prescribed for the purpose of registration of the project and withdrawal of money from the designated bank accounts and thereafter for completion of the project, whereas the chartered accountant has to give his certificate for the purpose of registration and withdrawal of money from separate bank accounts, including submission of annual audited report on statement of accounts of the project. For withdrawal of the funds from designated separate bank

accounts, the promoter (developer) has to submit certificates from the practicing professionals working for the project i.e. architect or licensed surveyor, structural engineer and the chartered accountant to the effect that the proposed withdrawal is in proportion with the percentage of the completion of the work of said ongoing project.

5) Adherence to Approved Plans, Amendments, Quality Assurance, Occupancy Certificate, Defect Liability Period etc.:

Under Section 14 of the Act, it is obligatory for the promoter to complete the project strictly in accordance with the approved layout and building plans and specifications thereto. He cannot make any additions and or alterations in the ongoing proposal without the consent of at least two-thirds of the allottees with due intimation and prior permission from the regulatory authority.

The promoter has to maintain good quality of the work throughout its completion, and has to provide the specifications and amenities to allottees as agreed upon and recorded in the agreement to sale executed by and between them. After completion of the work, it is mandatory for the promoter to obtain building completion / occupancy certificate for the building/s or wings of the project from the respective planning authority, before handing over possession of the premises to the respective allottees.

The promoter shall have to stand guarantee for the quality of the completed work of the project. However, under the provisions of the Act, particularly during the defect liability period of 5 years, he has to rectify the defects occurred if any, at his cost within 30 days from the date of such intimation. It is to be mentioned here that, as per recent directive of the State Government such defect liability period of 5 years is now increased from 5 years to 10 years.

It is to be noted here that, the promoter is responsible for providing and maintaining all the essential infrastructure and common services of project on reasonable charges till the entire project is completely handed over to the society/federation of the Allottees etc. as the case may be.

6) Giving Possession of Premises & Formation of Society / Association:

After obtaining completion or occupancy certificate of the building, the promoter shall have to hand over actual physical vacant and peaceful possession of the premises to each of the respective allottees and also shall have to hand over possession of the common areas and services to the association of allottees. It is obligatory for the promoter to form an association/society/federation of the allottees as the case may be, either after minimum 51% of the total numbers of allottees have booked their premises in the project, or within 3 months from the date of receipt of the completion or occupancy certificate of building from the planning authority applicable thereof.

7) Execution of Conveyance and Transfer of Rights & Title:

Under the provisions of Section 17 of the Act, it is mandatory for the promoter to execute and register the Conveyance of the project (Plot of land along with newly constructed building/s thereon) and transfer the title of the property in favour of the association / society / federation of the allottees within 3 months from the date of receipt of the building completion or occupancy certificate from the planning authority, in case no specific date or period for conveying the title is agreed upon in the sale agreement executed by and between the promoter and the allottees thereof. Finally the promoter shall have to hand over all necessary documents, approved plans including possession of common areas to the association or society of allottees within 30 days from the date of obtaining occupancy certificate.

8) Refund of Payment or Giving Compensation to the allottee against his withdrawal from the Project:

As per the provisions of Section 18 of the Act, if the promoter fails to complete the project in time frame and or unable to give possession of the premises due to reasons beyond his control, in such circumstances, if any allottee/s wish to withdraw from the project, then it is obligatory for the promoter to return the entire amount received with interest, and or to pay the compensation as will be prescribed by the authority. In case, if allottees do not intend to withdraw from the project then the promoter shall have to pay prescribed monthly interest to the

allottees, till the possession of premises is handed over. The Claim of the Compensation under this Act shall not be barred under any law of limitations in force.

9) Offences and Penalties:

The promoter, if fails to comply with the orders and or directions of the Regulatory Authority and or of the Appellate Tribunal, then he shall be punishable with the penalty and or prescribed imprisonment under the provisions of the Act, including revocation of registration of project.

● THE REALESTATE AGENT ●

The Real Estate Agent is an important and responsible link between the promoter and buyer (allottees) in any real estate transactions. He has to discharge his duties mainly as the coordinator between the aforesaid two agencies. Under the provisions of Section 9 & 10 of the Act, it is mandatory for the real estate agent to get himself / themselves registered with the regulatory authority without which, he cannot offer his services for sale or purchase transactions of premises or the land of registered project. Following are duties and functions of the Real Estate Agent:

1) Registration Category and Fees etc.:

Under Section 11(2) of the Act, the Real Estate Agent has to make online application for his registration in **FORM-“G”** to the Regulatory Authority. The application along with required information and certified copies of the documents should be submitted by Estate Agent to the Regulatory Authority to gather with the prescribed registration fees according to the category as mentioned herein below:

Category	Registration Fees
a) Individual Applicant	= Rs. 10,000/-
b) Unregistered Company	= Rs. 1,00,000/-
c) Registered Company	= Rs. 25,00,000/-

(FORM-G is attached at the end of this book for immediate reference)

2) Duties and Functions of Real Estate Agent:

- a) It is obligatory for the Real Estate Agent, not to facilitate any sale or purchase transaction of any premises/ land within any planning area of a project, if he is not registered with the authority.
- b) The real estate agent must quote his number of registration in all the documents which are relating to marketing, advertising, selling or purchasing together with registration number of the real estate project, and has to prominently display his registration certificate at his principle and branch offices.
- c) The real estate agent shall maintain and preserve the books of accounts, records and documents as may be prescribed by the authority from time to time.
- d) The real estate agent, at the time of booking of any premises or land of registered real estate project, have to assist, guide and to give necessary information about the documents of the project, to the buyers for which they are entitled.
- e) The real estate agent should not get himself involved in any unfair trade practices while discharging his prescribed duties and should not either give any false and or misleading information andor promises to the allottees in any manner whatsoever.
- f) The real estate agent, if fails to comply with the orders and or directions of the Regulatory Authority and or of Appellate Tribunal, then he shall be punishable with a penalty and or with prescribed imprisonment under the provisions of the Act, including revocation of his/her registration.

● BUYER (ALLOTTEE) ●

The Buyer / Allottee/ Consumer is an end beneficiary and last link of the real estate project. In fact, in earlier days this category was always at the mercy of the promoter and has to suffer financially and mentally for ages due to bad and unfair trade practices adopted by the promoter. By and large they were the victims of oppressive treatments of the Promoters for so many decades. To prevent this ill treatment and to protect the interest and the rights of common buyers /allottees, ultimately the Union

Government has introduced RERA in 2016, mainly to protect the interest of consumers and also to achieve equilibrium and justice between all the component agencies connected to real estate industry, however particularly between promoter and the buyers. The role, rights, duties & responsibilities of the buyer / allottee / consumer as stated in section 19 of the Act, are explained for the purpose of clarity in short herein below:

Every Buyer is entitled to obtain following information and documents from the Project Promoter:

- i) The terms and conditions of agreement to sale, development agreement, partnership deed, and any other writing committed by the promoter.
- ii) Layout and building plans along with the specifications, development permission as approved and building completion or the occupancy certificate issued by the concerned planning authority and also information about the terms and conditions to be complied with by the promoter for project completion as recorded in the said approvals.
- iii) Stage wise schedule of completion of the project and information about provisions of water, sanitation & electric supply and the list of amenities, and facilities to be provided by the promoter as agreed upon.
- iv) On receipt of building completion and or occupancy certificate and upon such intimation, it is obligatory for the allottees to take vacant and peaceful possession of respective premises and or plot of land as agreed to be purchased.
- v) If the promoter fails to complete the project in prescribed time frame or discontinues the project due to circumstances beyond his control, then in such circumstances, the buyer is entitled to claim refund of entire amount paid along with the prescribed interest including amount of claim of compensation if any, as may be decided by the Regulatory Authority.

Responsibilities of the Buyers (Allottees):

- i) The Buyers (Allottees) along with the promoter shall have to participate in the execution and registration of the agreement to sale for the premises agreed to be purchased.
- ii) The Buyers (Allottees) shall be responsible for making necessary payments to the Promoter in time according to the schedule of payment as agreed by and between both the parties including proportionate payment of the stamp duty, registration charges, legal charges, levies, municipal property taxes, water charges, electricity use charges, maintenance charges and or all other applicable charges as agreed upon.
- iii) The Buyers (Allottees) shall be liable to pay interest on delayed payment of installments to the promoter at prescribed rate of interest.
- iv) The Buyers (Allottees) shall take the physical possession of the premises or of the land as the case may be within the period of 2 months from the date of receipt of occupancy certificate and on the intimation from the promoter to that effect.
- v) The Buyers (Allottees) shall have to co-operate and mandatorily participate in the formation of the co-operative housing society, association or federation as the case may be.
- vi) The Buyers (Allottees) along with the promoter shall have to participate through their society/association/federation as the case may be, in execution and registration either of the Deed of Conveyance/ Deemed Conveyance or Deed of Lease incase the project land is of leasehold tenure.

Chapter - 12

OFFENCES AND PENALTIES PRESCRIBED FOR VIOLATION OF THE PROVISIONS OF RERA

For decades together, the real estate sector in India has been traditionally affected by unfair trade practices and one sided transactions mostly in favour of the promoter (developer), resulting into rampant delays in completion of the projects thereby denying the buyers timely possession of their legitimate premises. It was a fact that, for all these days, the buyers (allottees) were totally helpless and were all the time at the mercy of the promoter, and as such they were in search of such a reliable forum which can not only address their grievances but will protect their rights and interests with guarantee of proper justice.

The Real Estate (Regulation & Development) Act, 2016 (RERA) the recent enactment of the Central Government proved to be a blessing in disguise for all the helpless Buyers (Allottees). This is popularly known in Maharashtra as **MahaRERA**. In last 3 years, the MahaRERA Regulatory Authority has definitely made huge dent in the unfair trade practices of the real estate sector with its key objects of bringing greater transparency, accountability, financial and working discipline, speedy resolution of disputes and grievances with centricity of the consumer.

To achieve these objects, the MahaRERA is making sincere and untiring efforts at every level and implementing the provisions of the Act very rigorously, particularly penalizing the offenders with huge penalties even including imprisonment from 1 year to 3 years within the parameters of the Act and within the powers conferred to them. Many offenders are already penalized so far, which is sufficient to show that, as to what extent the Government is determined and serious to protect the interest of the common consumers. Following charts will shows the nature of offences and the prescribed punitive actions and penalties imposed upon the promoters, real estate agents and buyers (allottees) for the violation of the provision of the Act:

A) OFFENCE WISE PENALTIES PRESCRIBED FOR - “PROMOTER”:

Section No. of the Act	Nature of Offence	Penalty Prescribed
59 (Ref: Section :3)	Non-Registration of Project with the Regulatory Authority.	10% of Estimated cost of the Real Estate Project
59 (Ref: Section: 3)	Not Honoring Orders / Directions or Decisions of the Authority in reference to above Offence.	Imprisonment up to 3 years or with further fine of 10% of above fine or with both.
60 (Ref: Section: 4)	Providing false information or contravening of other provisions.	5% of Estimated cost of the Real Estate Project.
61 (Ref: Section)	Contravening provisions other than provided in Section 3 and 4.	5% of Estimated cost of the Real Estate Project.
63 (Ref: Section)	Not Honoring Orders / Directions or Decisions of the Authority in reference to above Offence.	Per Day prescribed Penalty of default which may extend to 5% of Estimated cost of Project.
64 (Ref: Section)	Not Honoring Orders / Directions or Decisions of the Real Estate Appellate Tribunal.	Imprisonment up to 3 years or per day Fine of default cumulatively extend up to 10% of Estimated Project Cost

B) OFFENCE WISE PENALTIES PRESCRIBED FOR - “REAL ESTATE AGENT”:

Section No. of the Act	Nature of Offence	Penalty Prescribed
62 (Ref: Sect. 9 & 10)	Non-Registration & Contravening the provisions of Section 9 & 10.	Rs. 10,000/- per day of default which may extend to 5% of Estimated Cost of Property.
65 (Ref: Sect.)	Not Honoring Orders / Directions or Decisions of the Regulatory Authority.	Prescribed Penalty per day of default which may cumulatively extend to 5% of Estimated Cost of property involve.
66 (Ref: Sect.)	Not Honoring Orders / Directions or Decisions of the Real Estate Appellate Tribunal.	Imprisonment up to 1 year or prescribed per day Fine of default which may cumulatively extend up to 10% of Estimated Property Cost involved.

C) OFFENCE WISE PENALIES PRESCRIBED FOR - “BUYER (ALLOTTEES)”:

Section No. of the Act	Nature of Offence	Penalty Prescribed
67 (Ref: Sect.)	Not Honoring Orders / Directions or Decisions of the Regulatory Authority.	Prescribed Penalty for the default period which may cumulatively extend to 5% of Estimated Cost of property involved.
68 (Ref: Sect.)	Not Honoring Orders / Directions or Decisions of the Real Estate Appellate Tribunal.	Imprisonment up to 1 year or prescribed per day Fine of default which may cumulatively extend up to 10% of Estimated Property Cost involved.

A) PENALTIES IMPOSED UPON PROMOTERS FOR NON-REGISTERED PROJECTS:

It is to be mentioned here that, the Regulatory Authority has powers to impose imprisonment up to 3 years and or penalty up to 10% of the total estimated cost of such projects which are **Not Registered with the Authority**. This is a very serious matter. As per the list released by MahaRERA, it is revealed that, the promoters of 1716 real estate projects were penalized for **Non-Registration** and or **Delayed Registration** during the period of hardly 6 months from 01-08-2017 to 28-02-2018, with the penalty amount varying from between Rs. 50,000/- to Rs. 10,00,000/- as the case may be. These penalties and penal actions are in force.

This is sufficient to show that, as to what extent the MahaRERA is serious about unregistered real estate projects. MahaRERA with full determination intends to bring all activities of real estate sector in State of Maharashtra under its ambit completely wherever the Act is applicable. The MahaRERA has even made appeal to responsible citizens to identify the un-registered real estate projects and inform it to the authority, so that it can take suitable action against those willful defaulting promoters. It is therefore advised that, the Promoters in their own interests should get their ongoing unregistered real estate projects immediately registered with the regulatory authority to avoid penalties and penal actions thereof.

Chapter - 13

REVOCATION OF REGISTRATION OF PROJECT

As per the provisions of Section 7 & 8 of the Real Estate (Regulation & Development) Act, 2016, the Regulatory Authority has powers to revoke the Registration of the project and to take suitable action against the promoter for completing balance development work, on the basis of valid complaints received for the purpose. The MahaRERA vide its Order No. 8|19 dt. 28-03-2019 has issued guidelines in the matter of revocation of registration of real estate project for the information of all concerned, which are described in short hereunder:

- **Filing of complaint for the Revocation of Project Registration:**

As stated herein above, the regulatory authority can initiate action for revocation of registration of real estate project based on valid complaint received to that effect, for which following guidelines are observed:

(i) MahaRERA shall entertain complaints received from Association of Allottees only, supported by not less than 51% of the allottees, whether it is an association, society or co-operative society or federation, to whom the apartments or building or plot of land is agreed to be allotted or sold, including rehab component in registered real estate projects.

- **Documents to enclose for filing of such complaint:**

For filing the complaint, the association of allottees shall have to submit following documents as annexures to such complaint:

- (i) A declaration confirming that, the complainant/s has not filed any similar complaint to any authority in respect to the project under consideration and or nothing is pending before the NCLT/ Debt Recovery Tribunal and or before any other Court or Forum under any Act including IBC/ SARFAESI Act / DRT Act/ MPID Act, etc.
- (ii) List of all stakeholders with full contact details who has third party interest in the project including competent authority, promoter, land owner, investor, architect and engineer certifying in respective forms with details of the banks listed in encumbrance certificate.

- **Procedure of processing the Complaint:**

- (i) After completing the scrutiny and ascertaining that, the complaint seems to be genuine and can be entertained, the MahaRERA will serve a Notice upon the promoter stating the grounds on which the revocation of project is proposed. The promoter is provided with a 30 days time limit to present his case. Simultaneously the copy of the said Notice is sent to the competent authority including copy to the association of allottees and all other parties having third party interest in the project under reference more particularly described herein before.
- (ii) If other similar complaints for the same project are found received, the same shall be brought under the same chairperson / member and clubbed together and can be heard along with other complaints of revocation.

- **Constitution of Designated Resolution Panel (DRP):**

- (i) For taking any action under section 7 or 8 of the Act, in the matter, the MahaRERA may constitute a Designated Resolution Panel (DRP) which will consist of 1 member from the Associations of promoters and 1 member from the Consumer Forum. The said panel out of existing Conciliation Forum members will select other members having adequate professional experience in real estate sector namely architect, or engineer, or chartered accountant or a lawyer. The said DRP with the help of the Association of allottees will prepare a blue print for the completion of the project as explained hereafter.

- **Preparation of Blue Prints and Time Limit:**

- (i) **Financial Blue Print:** consists of detailed current financial status of the project including cash in hand, liabilities, expected revenue and so on, including financial estimate to complete the project and details of road map towards arranging required finance thereof.
- (ii) **Construction Blue Print:** It will determine the quantum of balance work of project to be completed, selection of contractor including details of time frame required thereof.

- (iii) The professionals connected to registered project under reference i.e. architect, structural engineer, and the chartered accountant, shall assist the said DRP in the preparation of the blue prints.
- (iv) The aforesaid exercise is to be completed within a period of 4 months, however, on valid reasons this time limit can be extended.
- (v) After finalization of the blue prints the same will be submitted by DRP to the MahaRERA.
- (vi) The MahaRERA may decide in the matter in the following manner:
 - (a) Permit the project to remain in force on the terms and conditions under section 7(3) of Act & same shall be binding on the promoter as well as on the Association of Allottees. **OR**
 - (b) Revoke the registration of project, as the case may be.

● **Procedure of Revocation of Registration of the Project:**

The regulatory authority, after going through the recommendations of Designated Resolution Panel (DRP), if come to conclusion that, the registration of the project is required to be revoked, then the following steps are undertaken by MahaRERA:

- (i) The intimation of revocation of the registration of project is sent to the promoter in “**Format D**” which is available in the forms annexed at the end of this book.
- (ii) The project under reference is removed from the list of the registered projects and is added in the list of revoked projects.
- (iii) The promoter under reference shall no longer be able and or entitled to update, correct or extent the details of the project anywhere, in any manner what so ever.
- (iv) An intimation through mail regarding revocation of the registration of project is sent to The Real Estate Appellate Tribunal.
- (v) An intimation through mail regarding revocation of the registration of the project under reference is sent to all the Real Estate Regulatory Authorities of other States and Union Territories.
- (vi) An intimation or order of revocation of the registration of the project is sent through mail to the Bank/s to freeze the designated

bank accounts of the promoter and to initiate further actions deemed fit, including consequent de-freezing and utilizing such accounts for the completion of the remaining work.

- (vii) The MahaRERA if required may also consult the State Government for finalization of the blue print for completion of the project.
- (viii) The promoter is granted 60 days time for the appeal against the Order of Revocation of the Registration of the Project issued by the Regulatory Authority of MahaRERA.

Notes:

- 1) On expiry of appeal period of 60 days, further construction of the project may be permitted to commence as per blue print directives and recommendations made by DRP.**
- 2) Then the Association of allottees shall have to work out the plan for the completion of the project according to the directives of DRP under the guidance of the MahaRERA. The association has to update the progress of work on MahaRERA website on monthly basis.**

It can be seen from the above provisions and procedures adopted that, the MahaRERA makes all efforts to permit the project under reference to remain in force as far as possible on the terms and conditions imposed upon it under the provisions of Section 7(3) of the Act, which shall be binding on the Promoter as well as the Association of Allottees. The Revocation of the Registration of the Project seems to be the last option undertaken by MahaRERA, unless otherwise compelled to.

Chapter - 14

LOGGING OF COMPLAINTS WITH MahaRERA AND ITS DISPOSAL PROCESS

To achieve desired and infused transparency, accountability, trade discipline, speedy resolution of the claims as well as of complaints, the MahaRERA Regulatory Authority has widened its scope of work and established **Dispute Resolution Forum** to entertain and dispose off complaints received from the aggrieved allottees, promoters and or real estate agents in connection with ongoing registered projects. The Hon'ble Bombay High Court has also enhanced the powers of the Regulatory Authority to that effect. Earlier for the unregistered projects, the aggrieved parties were compelled to approach to the appropriate Civil or Consumer Courts for necessary reliefs against the Order or Direction of the Regulatory Authority.

Fortunately, in its order of 31-07-2018, the division bench of Hon'ble Justice V. M. Deshpande & Justice R. M. Borde ordered that, the MahaRERA can entertain complaints against unregistered real estate projects also, which proved to be very effective step to take the promoter (developers) to the task for their willful defaults. Lodging of complaints with the MahaRERA and the salient features of operating process adopted for the disposal by the Regulatory Authority are explained hereunder:

- **Lodging of Complaints with Regulatory Authority in the matter of on-going Registered Projects:**

The MahaRERA has developed an online portal for registration of complaints which takes all the requirements pertaining to the complaint from the complainant about on going registered project for its resolution. The complainant has to file his complaint online with the Regulatory Authority on its website <https://mahareraonline.mahaonline.gov.in> against a specific real estate registered project. The complainant has to upload all facts of the case and nature of relief sought thereof and also he has to upload relevant and supportive documents, and order/directive issued by the Authority in the matter as the case may be. The complainant apart

from his full name and complete address, has to mention his email id and mobile phone number for the registration of complaint to gather with declaration containing clause of disclaimer to the effect that, “all the information submitted is true and the matter under reference is not pending before any court of law .”

● **Disposal Process of Complaints in case of Registered Projects:**

If the complainant is a promoter or real estate agent, he can view acknowledgement and all his complaint details on his project login id, and therefore no separate receipt is issued for such applications. However, if the complainant is other than promoter or estate agent, then he has to serve Notice to the respondent in physical hard copy and has to provide the same with acknowledgement to the Authority. Once the complainant has paid requisite process fees thereof, the said complaint is automatically assigned by the MahaRERA Software to its Chairperson and 2 Members and Legal Officer respectively. If the complaint is regarding compensation under requisite sections (12, 14, 18 & 19), then the case is transferred to the Designated Adjudicating Officer for the purpose of hearing. After issue of Notices of hearing to the concerned parties, the Legal Wing of MahaRERA schedules the date of first hearing and communicates the same to parties. After conducting procedure of necessary hearing/s the ruling of the regulatory authority is uploaded on website for the information of the complainant and also the same is mailed to other parties concerned if any.

● **Filing of Complaints in case of Un-Registered Projects:**

For the purpose of lodging the complaint with the Regulatory Authority about un-registered project, the complainant or informant shall have to register himself online on MahaRERA portal by creating his or her unique user name and password. The informant thereafter, can submit online his complaint and or application about specific unregistered project through MahaRERA portal, without any fees.

● **Disposal Process of Complaints in case of Un-Registered Projects:**

After lodging the complaint, the same is assigned automatically by the MahaRERA Software to its Technical Officer. The Technical Officer then scrutinized project details on the basis of information received, and the

facts and actual stage of work of project noticed during his site visit and meeting with the promoter in the matter. If the project is found unregistered then the hearing/s are scheduled before the regulatory authority for appropriate actions with penalties against the promoter of such unregistered project. Thereafter, the decision and or order of the regulatory authority is uploaded online, which the complainant or informant can view on his dashboard.

Prima facie, during investigation if it is revealed that the project do not possess appropriate approvals and or the development permissions from the concerned planning authority, then such planning/public authority is directed by the regulatory authority in writing, for initiating appropriate action against such project, and such order can be also viewed on the dashboard of the complainant or informant. There will not be any separate correspondence by the Authority in the matter.

Important Note: To avoid unreliable, untrue or irresponsible complaints, the MahaRERA vide its Order No. 11 dated 23-03-2019, has directed that, when the complainant is seeking individual relief, he shall have to provide following information to the Authority as a part of his complaint:

- a) Building's Name & No. / Wing No./ Flat No./ Shop No./ Unit No.,
- b) List of the names of owner/ joint owner/s,
- c) Total consideration value in Rs.,
- d) Money paid till date,
- e) Date of allotment or booking,
- f) Date of Agreement (if any),
- g) Date of possession mentioned in the agreement (if any).

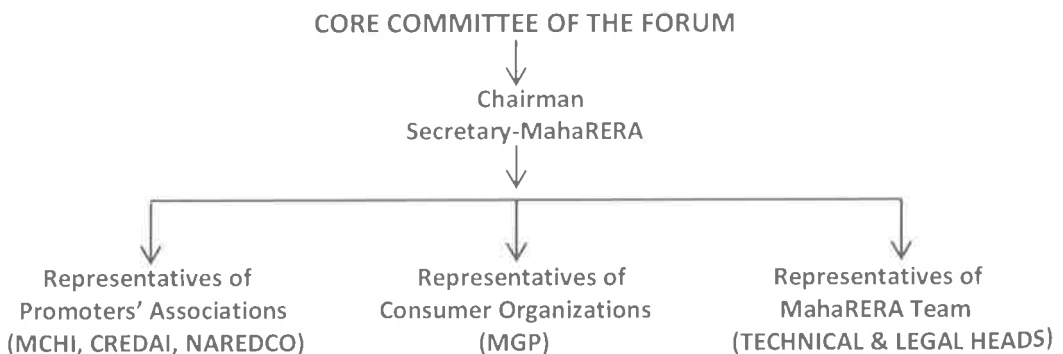
Failure of submission of aforesaid information by the Complainant and or in absence of aforesaid insufficiencies, the Regulatory Authority can treat such complaint as not maintainable, void, and may not entertain at all. Therefore, it is essential for the Complainant in his own interest to submit complete details and information required for the purpose.

Chapter - 15

MahaRERA CONCILIATION & DISPUTE RESOLUTION FORUM

Formation of “**MahaRERA Conciliation and Dispute Resolution Forum**” is a first step of its kind and most important action initiated by the Authority to solve the disputes between promoters and buyers amicably. Ad. Mr. Shirish Deshpande, Consumer Activist and Chairman of Mumbai Grahak Panchayat (MGP) a leading Consumer Organization in one of the seminars expressed and suggested that, MahaRERA should establish a Conciliatory Mechanism to resolve the grievances of consumers and promoters in real estate sector so that, disputes can be settled amicably in minimum expenses and shortest time limit.

This suggestion was taken very seriously by the Authority and series of consultations and discussions as well as assurance of co-operation from various organizations connected to real estate sector such as MGP, MCHI, CREDAI, NAREDCO and Legal & Technical Officers of MahaRERA, ultimately has established “**MahaRERA CONCILIATION AND DISPUTE RESOLUTION FORUM**”, under Section 32(g) of the Act. This was most pragmatic step of the Regulatory Authority, who with sincere intentions offered helping hand to those helpless disputants craving for honorable settlements for years. The Core Committee of this Forum includes the representatives of (i) MahaRERA Authority, (ii) Promoters’ Associations, (iii) Consumer’s Organizations and (iv) MahaRERA Team as under:



- **Key Objective of the Forum:**

Main aim and Object of “**MahaRERA Conciliation and Dispute Resolution Forum**” is to facilitate amicable resolution for the disputes between promoters and allottees, in a minimum cost and time limit.

- **The Role of the Conciliation Forum is:-**

- 1) To constitute a panel of local eminent conciliators representing promoters’ and consumers’ associations.
- 2) To promote and popularize cost effective and speedy amicable settlement of disputes between concerned aggrieved parties in reference to MahaRERA with Alternate Dispute Resolution (ADR) mechanism.
- 3) To coordinate and or to assist ADR proceedings by providing necessary facilities and administrative services required thereof.
- 4) To provide unique platform to disputants for Alternate Dispute Resolution (ADR).

- **Procedure of Conciliation adopted by MahaRERA:**

It is to be mentioned here that, **only disputes between Promoters and Allottees** which are **under the purview of RERA** and the Rules and Regulations made their under, **can be admissible** by the Forum.

The aggrieved parties are required to make online application for conciliation to the regulatory authority. Online application and procedure adopted for its closure is prescribed hereunder:

- 1) The allottee has to register his application online for conciliation, on ‘Conciliation Forum Application Portal’ of MahaRERA by entering his/her Login credentials.
- 2) After successful Login he has to complete the “Conciliation Request Form” with his specific request/s and relief sought thereof.
- 3) Thereafter, the other party (promoter) will be informed regarding the conciliation request made by the Applicant by SMS and Email, which needs to be clicked on the confirmation link.

- 4) After confirmation is received, the payment of fees option will be made available to the complainant against his conciliation request.
- 5) After successful deposit of payment, a Conciliation Bench will be allocated in the matter based upon availability of Bench Members and the same is informed to both the parties via SMS and Email.
- 6) During the hearings, the advocates are not allowed to represent either of the parties and as such the promoter and the allottee themselves has to express and negotiate their grievances with result oriented dialogs without any bitterness for achieving honorable and amicable settlement with positive results thereof.
- 7) After necessary hearings and in case the successful Conciliation thereof, the parties will have to sign a "Conciliation Agreement", and the same will be uploaded on MahaRERA web site for successfully closing the request of conciliation thereof.

● **Role of Conciliator/s in the Conciliation Process:**

Under the alternate dispute resolution mechanism, the role of conciliator/s is/are very crucial throughout the process of conciliation to achieve amicable settlement of disputes between the aggrieved parties with successful results in a minimum time limit.

● For the above purpose the Conciliator:

- 1) Shall assist the parties in independent and impartial manner for reaching amicable settlement of their dispute.
- 2) Shall be guided by the principles of objectivity, fairness, and natural justice and shall have to give proper consideration for the rights and obligations of both the parties to the disputes.
- 3) Shall conduct the proceedings in appropriate and impartial manner taking into account the circumstances of the case and requests made by the parties and or that may be expressed including request for the oral hearing and recording of the statements of the parties.
- 4) Shall at any stage of the proceedings, can make a proposal to both the parties for amicable settlement of disputes.

● **Closure Procedure and Agreement of Settlement of Dispute:**

Once the parties willfully reached for amicable settlement of their dispute, the closure process is completed by the conciliator/s in the following manner:

- 1) After conclusion of the conciliation proceedings and both the parties willfully has reached for the agreement for settlement of dispute, the conciliator/s will draw up the terms and conditions of the "settlement agreement".
- 2) After both the parties signed the settlement agreement, the conciliator/s shall sign and authenticate settlement agreement and issue its copies to both the parties.
- 3) After signing settlement agreement the conciliator/s should inform to both the parties that, the said settlement agreement is final and binding on both the parties including the person/s if any, claiming their under.

● **Non-Compliance of Terms of Settlement Agreement:**

Non-compliance of the terms and conditions of the settlement agreement by either of the parties, shall automatically give the right to the other party to approach to MahaRERA authority for appropriate relief.

In case of further complaint by the parties in the same subject, MahaRERA authority will take necessary cognizance of any of agreed terms of conciliation / settlement agreement and issue its order accordingly.

● **Resort to Arbitral or Judicial Proceedings:**

During the conciliation proceedings, the parties to dispute shall not be entitled to initiate any Arbitral or Judicial Proceedings in connection with the said dispute and subject matter. However, except that with valid reasons aggrieved party with due permission of the Forum may initiate for arbitral or judicial proceedings, wherein his or their opinion for such proceedings are necessary for safeguarding and preserving their rights.

● **General Impact of Conciliation Forum:**

MahaRERA is the first State to launch the Conciliation Forum under Section 32(g) of RERA and praised for its most successful and effective implementation in the State. Shri. Gautam Chatterjee - The Chairperson of MahaRERA in his press interview rightly stated that, "this Conciliation Forum has been set up to encourage aggrieved parties to use this cost and time saving method instead of making regular complaints to the Regulatory Authority. Ad. Shri. Shirish Deshpande - Chairman of MGP stated that, "this alternate dispute resolution mechanism in the form of Conciliation Forum is an effort to bridge the gap between the Builders & the Buyers which will help in bringing them together for fair communication and negotiations".

Within a short duration of one year, with the help of 15 Benches across Mumbai and Pune, MahaRERA Conciliation and Dispute Resolution Forum have earned 90% success rate in terms of amicable settlements. MahaRERA deserves praise and compliments for this most successful venture and achievement. Following data will show the success story of the Conciliation Forum which has encouraged the disputants to settle their disputes in their own interest through this Conciliation Forum provided by MahaRERA and avoid unnecessary long term litigations:

● **Achievements of Conciliation Forum:**

- 1) So far 28 Conciliation Panels are established in the State and the number is increasing with the time on public demand.
- 2) According to Annual Report-2019 of MahaRERA, 930 applications for conciliation have been received. Out of which in more than 447 cases consent has been received and 314 cases, (where huge financial investments were involved) are successfully disposed.
- 3) It is heartening to note that, more than 400 families has gracefully resolved their long term pending disputes with the help of this quick Resolution Forum.
- 4) On an average, MahaRERA is receiving 60 Conciliation Requests per month. The number is increasing day by day, which shows that, the desired awareness is rising amongst disputants.

- 5) The Conciliators are eminent and renowned personalities who are offering their skill and expertise to MahaRERA Dispute Resolution Forum wholeheartedly, for achieving fruitful results.
- 6) The Conciliation process has been proved to be cost economic and time saving for both the parties, helping them in achieving quick settlements honorably without facing long term litigations.

● **Conversion of Conciliation Application in to Suo-Moto Complaint:**

As per Order No. 12 dt. 23-10-2019, the MahaRERA decided to covert the applications filed before MahaRERA in connection with the Conciliation and Dispute Resolution Forum, in to Suo-Motu Complaint under the specific circumstances which involved following type of cases:

- 1) Non-attendance of the parties for Conciliation proceedings even after providing their consent for the purpose.
- 2) Unsuccessful conciliation due to lack of agreement on the terms and conditions of the settlement.
- 3) Successful conciliation but not executed and or not complied with, wherein both the parties have resolved their dispute amicably but the compliance and or execution of settlement agreement is delayed beyond the time limit granted and or prescribed therein.

Awards conferred upon MahaRERA:

It is noteworthy to state that, within a period of hardly one year, the MahaRERA Conciliation Dispute Resolution Forum has become a proud recipient of National as well as International Awards for its remarkable contribution and untiring efforts in making conciliation method nationally and internationally popular. Awards conferred are:

- 1) **National Award:** National E-Governance Award 2019 (Silver) for online platform of MahaRERA includes Conciliation and Dispute Resolution Forum.
- 2) **International Award:** The United Nations Conference on Trade and Development (UNCTAD) Award for case study on online Conciliation at MahaRERA.

Chapter - 16

NOVEL INITIATIVES UNDERTAKEN BY MahaRERA

During 2018-2019, MahaRERA has undertaken very important and key initiatives, to facilitate healthy growth and promotion of Real Estate Sector to make it more transparent and efficient in public interest. Apart from assured quality workmanship and timely possessions of premises, under Section 14(3) of the Act, MahaRERA introduced innovative programs for betterment of real estate industry, which are described hereunder:

- 1) The Quality Assurance Certification:** From 01-12-2018, MahaRERA introduced and made it mandatory a **Quality Assurance Certification in "Form 2-A"** from the site engineer supervising day-to-day construction work of ongoing projects, wherein the supervisor has to ensure that, all the basic input materials brought at site as well as workmanship confirm prescribed standards. This will definitely create desired awareness amongst promoter, architects, and site engineer / supervisor in achieving quality construction free from structural and workmanship defects.
- 2) Skill Development Programme:** 10 to 12 lakhs (estimated) un-skilled and or semi-skilled workers are involved in construction activities in Indian real estate sector which are mainly masons, carpenters, bar-benders, plumbers, electricians and painters etc. The MahaRERA has introduced and launched an unprecedented novel program for the benefit of construction industry, wherein it is envisaged to train a pool of 500 experts who in turn will train the unskilled and semi-skilled workers to upscale their skills with the help and active participation of technical staff of Promoters' Organizations, and support of **"Maharashtra Building and Other Construction Workers Welfare Board" (MBOCWW Board)**. In this program, un-skilled and semi-skilled workers are to be trained on actual construction sites according to the syllabus of **"National Skill Development Corporation of India (NSDCI),"** and after completion of their training of 6 months, a Certificate is awarded to the trainees by the **"Construction Skill Development Council of India (CSDCI)"**. Many

Promoters has already came forward and made available their projects and trained staff for such novel training program.

- 3) **GIS based Mapping:** A Geographic Information System (**GIS**) is designed to capture, store, manipulate, analyze, manage, and present all types of geographical data. The MahaRERA has introduced **GIS based Mapping** of all ongoing registered projects so that the citizens can search ongoing projects of their interested locality.
- 4) **Online Complaints against Un-Registered Projects:** The MahaRERA, under Section 3 of the Act, has introduced its “**Online Complaints Module (OCM)**” for accepting complaints of aggrieved buyers against promoters of un-registered projects. Procedure of such complaints and its disposal are already explained in chapter No. 14 herebefore.
- 5) **Responses to Right to Information:** To enhance the transparency in the working system, the MahaRERA have made available all its **Right to Information (RTI) Responses** on their website for public view.
- 6) **Guidelines for Revocation of Distressed Projects:** The MahaRERA vide its Order No. 819 dated 28-03-2019 has issued detailed guidelines for revocation of distressed projects and also guidelines for initiating action against defaulting builders for not completing balance development work. Its full details are available on MahaRERA website.
- 7) **Extension of time for completion of Distressed Projects:** It is heartening to note that, instead of revoking the registration of project, MahaRERA has agreed to grant extension of time in deserving cases, wherein the Allottees willfully resolves to that effect, and request to allow the existing promoter to complete the project thereof.
- 8) **Impact of IBC (Amendment) Act, 2019 & RERA on Real Estate Sector:** The Insolvency and Bankruptcy Code Amendment Act, 2019 (IBC) together with the applicable provisions of Real Estate (Regulation and Development) Act, 2016 (**RERA**) strengthened the hands of aggrieved home buyers and offered them multiple forums to seek the justice by lodging their legitimate claims before the RERA, Consumer Courts and also with the National Company Law Tribunal (NCLT) etc.

9) **Self-Regulatory Organization (SRO) for Promoters:** The MahaRERA has introduced Self-Regulatory Organization (SRO) for Promoters vide its Order No. 10 dt. 11-10-2019. This novel proposal for the betterment of real estate sector is explained in detail in Chapter No. 17 hereafter.

10) **Proposal for PEATA (I)'s Participation:** It is learnt that, the MahaRERA intent to involve participation of **Practicing Engineers Architects and Town Planners Association (India) - PEATA (I)** for its experience and expertise in the technical matters particularly related to development of real estate projects, since the architects/licensed surveyors and structural engineers are directly involved in such projects. Even though at present this proposal of MahaRERA is in the pipe line, but it will see the light of the day very soon for mutual benefits.

The PEATA (I) is a 55 years old only recognized Association of practicing professionals across the nation with the strength of 3400 members from all categories, is having vast technical experience and expertise, which can assist and participate with MahaRERA in the matters of **(a)** giving guidance to its members for correctly filing MahaRERA Forms and explaining its importance, **(b)** scrutinizing such Forms and recommending it to the Regulatory Authority for further processing, **(c)** suggesting proper amendments to presently prescribed Forms as and when required, **(d)** giving valued suggestions, opinion/s and assistance in all type of technical matters related to registered projects as and when required, **(e)** assisting the MahaRERA in resolving disputes between Allottees and the Promoter, **(f)** defending fellow professionals against whom either the action is initiated and or proposed to be initiated by the Authority, **(g)** safeguarding interests & rights of the fellow professionals, **(h)** requesting MahaRERA for protecting the interests of those professionals connected to registered projects with impartial and fair treatment.

MahaRERA team deserves all the compliments and praise for above novel initiatives undertaken and being undertaken, thereby protecting the interests of component agencies connected to real estate industry.

Chapter - 17

INTRODUCTION OF SELF REGULATORY ORGANIZATION (SRO) FOR PROMOTERS

As per Order No. 10 dt. 11-10-2019, The MahaRERA has introduced “**Self-Regulatory Organization (SRO) for Promoters**” to bring proper level of consistency in the trade practices of promoters and to ensure greater professionalism making it more trust worthy to enforce code of conduct & to discourage fraudulent activities of the players of the real estate sector in the State of Maharashtra. Under this program such Self Regulatory Organization (SRO) has to apply to MahaRERA for the registration of its proposed SRO by submitting required information and documents made applicable for the registration of such SRO.

Main Objectives of Proposed Self- Regulatory Organization (SRO):

- 1) **Eligibility of SRO:** The basic eligibility criteria for such Self-Regulatory Organization (SRO) for Promoters shall be as under:
 - a) The proposed SRO should consist of either a group or a association and or a federation of the promoters as the case may be having legal entity.
 - b) The proposed SRO should have at least 500 projects among its members registered with MahaRERA.
 - c) Such SRO can decide about the type of Membership, duration, qualification, fees of membership and the code of conduct to be observed by its members, and such information should be made available to its members.
- 2) **Functions and obligations of SRO :**The principle role, functions and the obligations of such SRO should be as follows:
 - a) The proposed SRO should encourage and educate its members to observe and religiously comply with the applicable provisions of the Act, its rules, regulations, orders and or circulars issued by the MahaRERA from time to time.

- b) The proposed SRO shall be responsible to create desired awareness about fair trade practices amongst its members.
- c) The proposed SRO should specify the standards of code of conduct for its members and thus be responsible and liable to implement the same voluntarily.
- d) The proposed SRO should educate its members and ensure that they will not submit false and or any misleading information or particulars to MahaRERA at any time whatsoever.

3) Procedure of Registration of SRO with MahaRERA:

- (a) A group or Association or a Federation of the Promoters desirous to get registered with MahaRERA, has to send its application in **Form-A** either online or by email to the Secretary–MahaRERA at secy@maharera.mahaonline.gov.in
- (b) The secretary's office shall scrutinize the application within 7 days from its receipt and verify as to whether there are at least 500 MahaRERA registered projects amongst its members.
- (c) On satisfactory verification, the SRO is requested to pay registration fees of Rs. 10,000/- for the purpose thereof. Payment of fees and verification details will be intimated to SRO by Email in **Form-B**.
- (d) On credit of payment of registration fees, MahaRERA will issue the Certificate of Registration in **Form-C** in favour of SRO, and the same will be uploaded on MahaRERA website.
- (e) The Registration of SRO shall be valid for the period of 5 years.

Note: Form-A, Form-B & Form-C prescribed for the registration of SRO are annexed in Part-IV at the end of the book.

Chapter - 18

MahaRERA POLICY ON REDEVELOPMENT OF CESSED BUILDINGS, SOCIETY BUILDINGS & SLUM POCKETS

Present policy of MahaRERA and operative procedures in respect to the Redevelopment of the buildings under aforesaid three categories are explained in short in Part-A, Part-B & Part-C hereunder:

PART-A: REDEVELOPMENT OF TENANTED CESSED BUILDINGS

As per available records, there are around 16,700 tenanted Cessedbuildings of Category A, B & C constructed prior or after 1940 situated in South Mumbai, which has mostly completed its economic life span and as such it needs immediate redevelopment mostly. Negligible monthly rent, non co-operative attitude and particularly refusal of tenants to contribute proportionately for heavy repairs of such old buildings, in the situation landlords always avoid to spend any amount on required repairs.

This negligence and carefree tendency made many age old buildings more and more dilapidated thus making them unfit for human habitation. In last 4 to 5 decades, there are many casualties in the collapse of such unfit buildings, which has brought many families on the road without any shelter. These inevitable collapses caused huge loss of lives and properties every time. On this back drop, it has become most urgent call for the Municipal Corporation of Gr. Mumbai and the State Government to work out such a mechanism by which the redevelopment of tenanted cessed old buildings can be made possible, feasible and financially violable also.

Finally, in the amended Development Control Regulations of 1991 for Greater Mumbai (DCR-91) duly approved by the State Government, wherein a special and exclusive provision was made under Section 37(7) particularly for the redevelopment of such dilapidated age old tenanted (Cessed) buildings thereby offering additional incentive FSI 1.17 over and above existing FSI 1.33 making it to 2.5 which is now further increased to total 3.00. This provision has given new lease of life to those old buildings craving and waiting for its redevelopment. This pragmatic step of the State Government, has given sufficient encouragement, support & assistance to

the builders so that they are motivated to come forward for taking the projects of redevelopment of such old and dilapidated tenanted buildings. In such redevelopment scheme the builder has to rehouse all the existing tenants with minimum prescribed Carpet Area free of cost on ownership basis in the newly constructed building as Rehabilitation Component, and in return he is permitted to sale remaining premises in open market as Saleable Component of the scheme.

In last 2 decades, many of such redevelopment projects are found successfully completed in city limits of Mumbai. However, unfortunately number of such redevelopment projects are seen either completely stalled or found discontinued for years together due to utter mismanagement of incompetent and greedy builders.

It is to be stated here that, unpractical demands of non-co-operative tenants and long term court litigations added fuel to fire, making situation further critical. In spite of protection under MOFA and Consumer Protection Act, situation was not improved as expected. On the contrary, corruption, extortion and greed at all levels, has crossed all its limits resulting into huge public hue & cry.

On this back drop, it has become necessary for the Government to bring a strong and efficient Regulatory Authority to regulate the activities of real estate sector in most transparent manner. Thus new enactment was introduced by the Union Government in the form of RERA specially for the benefit and protection of interest of home buyers.

● **Policy of MahaRERA on Redevelopment of Cessed Buildings:**

Surprisingly, in redevelopment of tenanted old Cessed buildings, as per present policy, MahaRERA can play very limited role because the rehabilitation of tenants comes under the purview of MHADA. Therefore, the Developer is required to register his redevelopment project with the regulatory authority to the extent of Saleable Component only, without any responsibility/liability of rehabilitation component under RERA.

In the circumstances, it is most essential to bring both the Rehabilitation and Saleable Components of the redevelopment schemes

under the ambit of Regulatory Authority to protect the interest of tenants to be rehoused.

PART-B: REDEVELOPMENT OF CO-OP. SOCIETY BUILDINGS

Redevelopment of the buildings occupied by the members of Co-Operative Housing Societies is a challenging task in itself. By and large it is experienced that, there is hardly any unity amongst members, therefore lot of time is seen wasted in general body meetings of the society on petty and personal issues, without any serious consideration for taking decision of proposed redevelopment of society buildings.

Even though the managing committee is responsible to look after the day-to-day affairs of the society, at the end of the day, most of the time committee members are blamed for anything happening in the society. Conveniently members forget their responsibilities and liabilities towards common cause of the society. Whether one likes or not, every member has to trust and cooperate with each other to maintain the unity in common interest of the Society. Many a times it is seen that, the office bearers have to undergo acid tests one after another, particularly when issue of redevelopment is involved. Proposal gets delayed for years due to petty personal disputes, lack of confidence and trust amongst each other and specially with the office bearers of the management.

Besides facing above challenges, many of the times it is observed that, the society do not maintain and or possess important records and or documents of ownership of society property such as Conveyance and or Deemed Conveyance, Revenue document such as property register card in the name of the society. It is a fact that, most of the societies do not possess even technical documents such as approved plans and occupancy certificate together with structural plans according to which building is constructed. In the absence of these documents, which is a basic and important requirement. These deficiencies create lot of impediments and challenges for the society in case of redevelopment of its buildings.

a) Impediments & Challenges before the Society for Redevelopment:-

To make the redevelopment possible and feasible, the Society has to face and to solve number of following challenges:-

- i) Lack of trust and unity amongst each other.
- ii) Lack of awareness of ground realities.
- iii) Opposition for the sake of opposition on petty issues by Members.
- iv) Inability to assemble and agree in one voice to take vital decision.
- v) Refuse to handover society records to new committee.
- vi) Member's personal disputes and differences among each other.
- vii) Clearance of financial institutions about mortgaged flats.
- viii) Unpractical demands for additional areas and corpus funds.
- ix) To obtain 100% consent of all the Members to agree to accept uniform amenities and benefits at par with each other as regards additional area, corpus fund, reserved parking space and other incentives are concerned.
- x) To convince non-interested Members to join the scheme.
- xi) Withdrawal of earlier consent given by some of the members.
- xii) Facing court litigations even if the suit filed by a single aggrieved member against the society for redevelopment.
- xiii) To refuse to shift to transit accommodation on site or at elsewhere location, during transit period of construction of new building.
- xiv) Eleventh hour refusal of handing over vacant possession of existing flat occupied by a Member required for demolition of building.
- xv) Unpractical demand of rent-free accommodation at specific floor, area and specific locality.
- xvi) To Refuse to pay upto date arrears of taxes, maintenances, society dues pending if any, etc.
- xvii) Obtaining consent from existing tenants of the Society if any, either residing in building or situating within the plot.
- xviii) Passing of unanimous resolutions by the Managing Committee as well as by special General Body as and when required for proposed redevelopment of society building.

b) Impediments before the Society for Redevelopment:-

Besides, solving above challenges, the Society has to overcome with following **legal and revenue** impediments pertaining to the absence of ownership and revenue documents, without which the redevelopment scheme cannot be even planned. Therefore, the society has:

- i) To obtain Deed of Conveyance/Deemed Conveyance, or Deed of Lease as the case may be, if not executed in favour of the society.
- ii) To get ownership of property transferred in favour of society, if the same is not reflected in property register card of city survey office, even though Conveyance and Index-II are obtained.
- iii) To obtain fresh P.R. Card/s reflecting ownership of society therein, with plot area in figures and words duly certified by the city survey officer. Please note that P.R. Cards are valid for only one year.
- iv) To obtain corrected P.R. Cards if there is discrepancy in area i.e. difference in area of property recorded in conveyance and or in its corresponding P.R. Card or actual area available on site because lesser of the area will be considered for redevelopment.
- v) To obtain renewal of lease, if earlier lease period is over or likely to be over soon, when the plot is lease hold where the lessor is either a private party or a statutory authority.
- vi) To obtain certified/attested true copies of registered documents of ownership (deed of conveyance/lease) from the registration authority, in case the same is either misplaced or destroyed.
- vii) To obtain written consent from the lessor in case the property is lease hold, particularly for the use of additional F.S.I. or loading of T.D.R. if such permissions are not incorporated in the original lease document which may be required for redevelopment scheme.
- viii) To obtain fresh CTS Plan & P R Cards and to verify the area of the property as per existing boundaries at site, by carrying out station survey and checkup as to whether it is tallying with each other.

- **Non availability of Technical Documents:-**

It is seen that, most of the societies, are facing great hardship for planning proposed redevelopment of their properties in the absence of required technical documents and suffering due to:

- i) Non-availability of approved plans & commencement certificate according to which building is constructed.
- ii) Non availability of occupancy certificate and or building completion certificate of the building under reference.
- iii) Non availability of structural plans and calculations according to which building is designed. These plans are most essential in case for carrying out extensive repairs and or for vertical / horizontal extension to the existing building if propose.
- iv) Non availability of names, addresses and contact numbers of the owner/ developer, architect, structural engineer under whose supervision the building work is carried out.

IMPORTANT NOTES AND ADVICE FOR REDEVELOPMENT OF SOCIETY BUILDINGS

- 1) *It is absolutely essential that the Society must possess aforesaid Legal and Technical documents without which redevelopment proposal is not easily possible.*
- 2) *The Society before thinking of redevelopment, it should obtain above Legal & Technical Records from the Owner, Builder, Architect, Engineer, City Survey Officer & Municipal Corporation, as the case may be.*
- 3) *It is advisable that the Society should appoint or engage services of professionals for obtaining aforesaid documents from the respective authorities, since the procedures involved in obtaining such documents is very laborious, time consuming and costly too.*

- **Governments' Policy on Redevelopment of Society Buildings:**

The Redevelopment of co-operative housing society buildings at present are governed by the provisions of the Notification of Government of Maharashtra issued under No. SGY-2007/554/14-S dt. 03-01-2009 and amended by further Notifications issued dt. 04-07-2019 & 13-09-2019

respectively. As per 1st Notification, consent of minimum 70% Members of the Society was made mandatory for Redevelopment Schemes, which has been now brought down to 51% as per the Notification dt. 04-07-2019.

It is to be mentioned here that, under Notification dt. 13-09-2019, the Government has offered more incentives and concessions for making Redevelopment of Co-Operative Housing Society Buildings more easy, transparent and financially violable. Presently redevelopment of co-operative housing society buildings are undertaken as per the guidelines of State Government mentioned in the aforesaid Notifications.

● **MahaRERA's Policy on Redevelopment of Society Buildings:**

It is to be mentioned here that, the operations of co-operative housing societies are governed by the Co-operative Societies Act, and as such, all the matters related to society including disputes are required to be referred to the Co-Operative Court for necessary decisions and orders. In the circumstances, the rehabilitation component of redevelopment scheme do not come under the purview of MahaRERA, and therefore, the promoter (developer) is required to register its redevelopment project limited and restricted to the Sale Component only. It is a fact that, hundreds and hundreds of unfortunate members of societies are suffering whose redevelopment project either stalled completely or left unfinished by the promoter. Ultimately, as no alternative is left for such members, they have to approach to the appropriate Courts of Law for justice.

PART-C: REDEVELOPMENT OF SLUM POCKETS IN GR. MUMBAI

The Municipal Corporation of Greater Mumbai with the approval of the State Govt. has introduced Regulation No. 33(10) in its Development Control & Promotion Regulations, 2034 for Gr. Mumbai, specifically for the redevelopment or rehabilitation of slum dwellers residing in various slum pockets within the jurisdiction of Gr. Mumbai.

As per said Regulations, a "**Slum Dweller** is defined as protected occupier under Slum Act, 1971". "**The Slums** mean those Censused, or declared or notified under the Slum Act," wherein "**Censused** shall mean those slums on the lands belonging to Government, or Government undertakings or MCGM, etc." The permissible FSI for slum rehabilitation

scheme is 3.00, however, maximum FSI that will be sanctioned on any slum site by the authority shall be permitted up to 4.00 or sum total of rehabilitation built up area (BUA) plus incentive BUA whichever is more, exclusive of fungible FSI admissible thereof if any, with maintaining minimum tenement density of 650 tenements per net Hectare.

The eligible Slum Dweller under the scheme is entitled for a free of cost an independent residential tenement of Carpet area of 300 Sq.Ft. i.e. 27.88 Sq.Mts. as "Rehabilitation Component" of the project, whereas balance permissible FSI in the form of tenements, the developer can sale it in open market as "Saleable Component" of the project. For slum redevelopment scheme, consent of 51% or more eligible hutment dwellers is considered adequate for approval of scheme, subject to applicable rules and regulations thereof. Slum redevelopment schemes are approved by the Slum Redevelopment Authority (SRA), a special planning authority constituted by the State Government for the purpose.

● **MahaRERA's Policy on Slum Redevelopment:**

Like redevelopment of society buildings, presently only saleable component under slum redevelopment scheme is registered with the MahaRERA Authority. It is a fact that, many slum rehabilitation schemes are held up at different stages due to which many slum allottees under rehabilitation component as well as buyers of tenements under saleable components are badly affected. Therefore, to protect the interests of both the components, it is essential that, the entire Slum Redevelopment Scheme should be brought as one project under the ambit of RERA.

● **Amendments suggested by MahaRERA to State Government:**

To remove aforesaid lacunas from slum redevelopment schemes, the Real Estate Regulatory Authority has proposed some amendments to Rule No. 2(1) of the Act, and accordingly has submitted the same to the State Government, requesting thereby to bring both the rehabilitation and saleable components of redevelopment of (i) tenanted Cessed buildings (ii) Co-operative housing society buildings, and (iii) Slum Redevelopment under its ambit, so that, both the Rehabilitation and Saleable Components in each of the above referred categories shall be considered as "Whole One Project" within the purview of RERA, and if approved so, then the

(i) tenants of Cessed buildings, (ii) members of co-operative society buildings and (iii) eligible slum dwellers under Slum Act, 1971, will get automatic protection of RERA. These Amendments if considered favorably by the State Government on its merits and ground realities it will give benefit to over minimum 5,00,000 families, and they would be relieved permanently from long term and costly litigations and never need to approach to appropriate Court of laws for the reliefs.

Under the provisions of aforesaid amendments, the Society will be considered as **Promoter or Co-Promoter** as the case may be and in such circumstances, it will have to discharge all its obligations as the promoter not only towards the society members being rehabilitation component but towards the buyers of saleable component under the Act. It will be made mandatory for promoter societies to ensure successful completion of the redevelopment scheme and give possession of the premises to respective members and buyers in prescribed time limit.

If these amendments as submitted by the Authority are approved by the State Government, it would bring over 10,000 such SRA and MHADA projects under the ambit of RERA. Let us hope that, the State Government will approve the said amendments at earliest possible date, so that all deserving members, buyers and authorized slum dwellers will get new lease of life with permanent reliefs and benefits in the days to come for which they are craving and waiting for decades.

Chapter - 19

SOME SIGNIFICANT JUDGEMENTS & ORDERS OF MahaRERA

Main aim and object of RERA is to safeguard the rights and interests of Buyers (Allottees/Consumers) involved in real estate transactions. The Government was well aware of the fraudulent practices adopted for decades by the promoters of Real Estate Sector and as such has provided all possible controlling and curbing Rules and Regulations in RERA to bring desired transparency and making it more trustworthy. The Regulatory Authority has been conferred with judicial powers. Therefore the rulings, orders or judgments given by the said Quasi Judicial Authority have made great impact on the real estate industry within a short time by giving Rulings on various burning issues affecting the buyers. Following are some of the significant, impartial and landmark judgments and orders issued by the Regulatory Authority of MahaRERA, on various important issues for the information of all concerned:

- 1) **Penalty imposed for Termination of Redevelopment Agreement:** A Co-operative Housing Society at Vidya-Vihar (East), at Mumbai, has executed a self-redevelopment agreement with a builder. However, the society subsequently cancelled the said redevelopment agreement. In the circumstances, the Society is considered as a Co-Promoter under MahaRERA, and therefore the said society becomes liable to provide flats to the buyers who have booked their flats in Saleable Component in Re-development scheme. While penalizing the society & developer for the breach of their respective obligations, **both were ordered to pay Rs. 15,00,000/- each as a penalty to MahaRERA.** It is further stated in this landmark judgment that:-

“The Society has terminated the Self-Redevelopment Agreement after the commencement of RERA Act, which otherwise should have been done with the permission of MahaRERA. It was further directed that, since the society has taken over the redevelopment project, it should give possession of flats to free sale component buyers also with due occupancy certificate.”

2) **Giving Possession of flats to the Free Sale Component Buyers:** In a redevelopment scheme of a co-operative housing society at Goregaon-Mumbai, the society has terminated the agreement for redevelopment executed with the builder. The regulatory authority has given its directive that, **“by terminating the agreement without the permission of the authority, the society regains control and ownership of the sale component and as such, it should give the possession of flats to the free sale component buyers with due occupancy certificate being a promoter of redevelopment scheme.”**

3) (i) **Handing Over ongoing Project to the Association of Allottees:** In a landmark Ruling, the MahaRERA Regulatory Authority, has ordered the Resolution under Section 7 & 8 of the Act on 22-10-2019 and revoked the registration of the project **“Sadaphuli” at Talegaon** of Dist. Pune, where a scheme of 279 residential apartments was launched 6 years back by the DSK Group of Pune. At the time of order, almost 90% of the work of the project was recorded as complete.

The Authority under the aforesaid order has handed over the said project to the Association of Allottees (AOA) and allowed to complete balance construction and register remaining sale agreements of the project as the case may be. The Authority further directed M/s. Tata Capital Housing Finance Ltd., the project investors and the Designated Resolution Panel consist of the renowned developer Mr. Niranjan Hiranandani, and distinguished consumer activist Ad. Mr. Shirish Deshpande, Chairperson of Mumbai Grahak Panchayat, to assist and guide the association of allottees to complete the project successfully.

(ii) **Handing Over ongoing Project to the Association of Allottees:** As reported in Times of India in its Mumbai City Edition dt. 12-02-2020, MahaRERA's Member Hon'ble Shri. Vijay Satbir Singh after completing the hearings of disputants of redevelopment project of Samaj Darshan Building in Parekh Lane at Kandivali (West), Mumbai, wherein it was revealed that, the validity period of the project is already over and builder has not uploaded request for extension of time as well as not uploaded occupancy certificate and as such, has passed an order asking **“the complainant Association of the allottees to take over the project and explore the possibility of reviving and completing the stalled**

project thereby completing the balance work on their own” out of proposed 17 storied building, the builder Mr. Jayant Mehta has abandoned the project after completing frame work of only 6 floors, and as such entire balance work of the project will have to be carried out by the Association of the Allottees.

It can be seen from both the above orders (3-i & 3-ii) that, according to the provisions of RERA, any ongoing stalled and or abandoned real estate registered project can be legally taken over by the Association of Allottees for its successful completion.

- 4) **Immoral Sale of Single Flat to Multiple Buyers:** Virar based Developer was held guilty for his unfair and fraudulent trade practice for selling already sold/allotted flat to one buyer to other multiple buyers without the knowledge of principle Allottee. After complete investigations it is revealed that, the complaint of the buyer is genuine. The Regulatory Authority ordered and directed **the developer to refund the entire amount paid with 10.05% interest, plus Rs. 20,000/- for complaint cost and Rs. 2,50,000/- as a penalty for violating the provisions of Section No. 7 of RERA to the complainant buyer.** This is a landmark judgment has setup an eye opener example for those willful promoters indulging in such unethical trade practices.
- 5) **Penalty for Non-Execution of Project & the Agreements too:** This is absolutely one of the most significant rulings given by MahaRERA. In an unregistered real estate project of Santacruz, the promoter booked 21 flats during 2013-2015 and collected more than 51% amount on the basis of Letters of Allotment without executing the Sale Agreements which is mandatory for the promoter under the law. Surprisingly, in 2017, he has declared that, it is not possible for him to execute and complete the project due to abnormal delay in getting the approvals from the Municipal Corporation of Gr. Mumbai. After completing necessary investigation, **The Regulatory Authority directed the said Promoter to pay Rs. 7.10 Crore + 15% interest to said 21 flat buyers towards their legitimate right of refund.**

A simple Letter of Allotment is considered as a sub-standard document by the court of law, and as such, having only letter of allotment will not make buyer eligible for desired reliefs. The Regulatory Authority, with

this significant judgment has closed this most important issue once and for all and has given relief in favour of the home buyers who possessed only Letters of Allotment.

Apart from some of the above significant Judgments, MahaRERA has given so many other prime rulings in the interest of buyers with the principle of equity and thus acquired enormous confidence and trust from all the component agencies of Real Estate Industry.

It is a fact that, in other available forums (Consumer or Civil Courts), these litigations usually would have go on and on for years together without any guarantee of reliefs and or even revival of the real estate project. On the above backdrop, it can be said that, this blessing in disguise Act has proved to be a greatest relief to home buyers.

It is felt that, these bold rulings given by the Regulatory Authority, has created uproar and commotion first time in the history of Indian Real Estate Industry, which has definitely caused formidable panic amongst the builders' fraternity across the country and compelled them to go on back foot in their own interest. Surely MahaRERA has started a new era in the construction industry thereby giving a strong message to all defaulters of real estate sector that, nobody should underestimate the powers and privileges of the Regulatory Authority, who is strictly using it for the protection of the interests and rights of buyers as well as promoters with equal justice.

With complete determination, the MahaRERA is implementing provisions of the Act, to bring back equity, transparency, accountability and trust in the Real Estate Industry. MahaRERA deserves all the praise and compliments for untiring efforts, and true display of its sincerity and integrity in discharging their duties in public interest.

Chapter - 20

NATIONAL IMPLEMENTATION PROGRESS REPORT ON RERA AS ON 30-05-2020

● Establishment of Regulatory Authority & Appellate Tribunals:

1) The Ministry of Housing and Urban Affairs (MOHUA) of Government of India has published National Data on Implementation Progress Report of RERA as on 30-05-2020. As per the said Report, out of 37 States including Union Territories, the State of Nagaland, Sikkim, and West Bengal has not even notified the General Rules of the Act. It is also seen that, major number of States and Union Territories have established “**Permanent Regulatory Authority**” in their States. However, in the State of Arunachal Pradesh, Manipur, Mizoram, Ponducherry, Telangana & Tripura have established “**Interim Regulatory Authority**” in their States. Surprisingly, the States of Meghalaya, Nagaland, Sikkim and West Bengal so far has not established The Real Estate Regulatory Authority in their States which is obligatory and mandatory requirement and under the Act.

2) Establishment of “**The Real Estate Appellate Tribunal**” is concerned, till date Arunachal Pradesh, Assam, Himachal Pradesh, Kerala, Lakshadweep, Meghalaya, Mizoram, Nagaland, Sikkim and West Bengal have not established “**The Real Estate Appellate Tribunal**” under the Act, in their States. However, States of Chhattisgarh, Goa, Gujrat, Jharkhand, Manipur, Telangana and Tripura have established “**Real Estate Interim Appellate Tribunal**” in their States. Whereas, remaining 18 other States has already established **Permanent Real Estate Appellate Tribunal** in their States.

3) It is to be mentioned here that, except Arunachal Pradesh, Assam, Lakshadweep, Manipur, Meghalaya, Nagaland, Ponducherry, Sikkim and West Bengal, all other States and Union Territories have established their own **Web Portal** and operationalized their **Websites**. It is stated in the aforesaid Progress Report that, Rules under RERA will be notified very soon in newly created Union Territories of Jammu & Kashmir and Ladakh. The said Report further clarifies that, instead of RERA, West Bengal has enacted its own Act, namely “**West Bengal Housing Industry Regulation**

Act, 2017.” However, West Bengal Government has been advised by the Ministry of Housing and Urban Affairs (MOHUA) of Government of India to notify the Regulations of the **Real Estate (Regulation & Development) Act, 2016** immediately in their States without any further delay.

● **Nationwide Registration of Real Estate and Estate Agents:**

4) As regards the Registrations of Real Estate Projects & Estate Agents are concerned, it can be seen that, the State of Maharashtra is much ahead than any other States in the matter. In Maharashtra as on 30-05-2020, **25,302 Projects** and **23,810 Estate Agents** are registered. As per aforesaid Report, as on 30-05-2020, total **52,307 Real Estate Projects** and **40,657 Real Estate Agents** have been registered across the country under RERA, and the numbers are increasing day by day.

● **Disposal of Complaints by Regulatory Authority across the Nation:**

5) As far as Disposal of Complaints are concerned, the State of Uttar Pradesh is much ahead of every other State. So far it has **disposed 18,409 complaints**. The functioning Regulatory Authorities across the country have disposed of total number of **47,627 complaints** as on 30-05-2020.

● **Nationwide Implementation & Effects of the ACT:**

6) It can be seen that, the State of Maharashtra, Gujarat, Madhya Pradesh and Karnataka have ensured large scale implementation of the Act, which was possible due to untiring efforts of their most powerful and capable Regulatory Authorities. Whereas, RERA could not imprint its footprints so far, in many other States explained above.

Considering overall success in protecting the interest of buyers and to bring back trust and transparency in the real estate sector in all the States which are main objects of this novel Act, many social and professional organizations are coming forward and expressing their views and opinion that, the RERA should be made applicable immediately across the country, at par with the GST (Goods & Service Tax) which has been successfully implemented uniformly in all the States and Union Territories.

It is felt that, it should be **One Nation-One RERA**, just like **One Nation-One GST** for the benefit of every home buyer across the nation. This will bring

all the States at one level, which will automatically enhance the trust and confidence amongst all the players of real estate sector, and ultimately it will help in creating desired harmony and trust between the buyers and the promoters in the days to come.

National Implementation Summary at a Glance as on 30-05-2020:

- 1) **31** States / Union Territories have Notified Rules under RERA: *Two (2) North Eastern States i.e. Nagaland & Sikkim are under process to notify the said rules).*
- 2) **30** States including Union Territories have already set up Real Estate Regulatory Authority. *(Regular-24, Interim-06)*
- 3) **24** States / UTs have set up The Real Estate Appellate Tribunal. *(Regular-16, Interim-08) Assam, Himachal Pradesh, Kerala, Mizoram and Lakshadweep are under process to establish Appellate Tribunal.*
- 4) Regulatory Authorities of **25** States / UTs have operationalized their websites under the provisions of RERA. *(Assam, Lakshadweep, Manipur & Puducherry are under the process of operationalization).*
- 5) As on 30-05-2020, **52,307** Real Estate **Projects** and **40,657** Real Estate **Agents** have been registered under RERA across the country.
- 6) **47,627** **Complaints** have been disposed-off by the functioning Real Estate Regulatory Authorities across the country.

Chapter - 21

RERA IMPACT & ITS EFFECTS ON REAL ESTATE INDUSTRY

The Real Estate (Regulation and Development) Act, 2016 (RERA), is an enactment of Central Government, which has come into force with effect from 01-05-2017. This Act is applicable in all the states of India, except the State of Jammu & Kashmir at this stage. Main object of this Act is to curb decades old unfair and bad trade practices, and to bring desired discipline, transparency and accountability in real estate sector, so that the interests and rights of buyers are safeguarded properly. Under the provisions of the said Act, every State Government thus became Act Implementing Authority. It is made mandatory for every State to appoint its Regulatory Authority as well as Real Estate Appellate Tribunal thereof. In Maharashtra this Authority is popularly known as MahaRERA.

Under the dynamic leadership of first Regulatory Authority of MahaRERA, Mr. Goutam Chaterjee and his competent team, this Act is being implemented with full determination and strong will throughout the State of Maharashtra. Within a period hardly three years, the MahaRERA has proved its metal beyond doubts that it is much ahead of any other states in true implementation of the Act for which it was envisaged. Before analyzing advantages and disadvantages if any, it is essential to review Pre and Post- RERA status of real estate sector.

Pre-RERA Status of Real Estate Sector: Between 2011 to 2016 i.e. immediate period of 5 years Pre-RERA, actual state and status of real estate sector for example at least in Mumbai was not that much inspiring and or energetic. The State Government and Municipal Corporation of Greater Mumbai has removed free of FSI concept, and heavy premiums charges are imposed and or levied for all types of permitted additional and incentive FSIs against payment including for areas previously permitted free of FSI.

This situation clubbed with the regular increase in the cost of construction has resulted in to enormous rise in sale prices of premises either ready or under construction, thus the dream of affordable housing has gone beyond the reach of common consumer.

Due to non-availability of finance from the Indian Banks to the real estate development, projects of many builders were affected very badly. With the result, mismanaged ongoing projects were almost stalled for indefinite period leaving behind common consumer as ultimate sufferer. In spite of this precarious situation and adverse market forces, Real Estate Development was kept alive to some extent by Corporate Houses & Mega Companies involved in the real estate activities. The demonetization has totally wiped out Investors from the Real Estate Sector as entire floating cash component was seen withdrawn overnight from the market, which in fact, is a major source of investments in real estate industry for decades. GST has added additional fuel to fire.

During 2008-2009, in The United States of America huge financial scams committed by **M/s. Goldman Sachs** and **M/s. Lehman Brothers** were detected. This has practically shaken global economy, because of their internationally connected fraudulent network. Major financiers to those bankrupt companies were Real Estate Giants and many Bankers of the United States. After smelling incoming disaster, they have promptly withdrawn their investments and assets, resulting in to unprecedented financial crises affecting practically all the countries of their network for a period more than a decade. Indian Real Estate was no exception.

Meanwhile, introduction of RERA has given overwhelming jolt to Indian real estate sector across the country and changed all its set norms and equations of trade practice upside down creating unforeseen panic amongst all component agencies connected to real estate industry. During the period, huge financial frauds committed by many Indian banks were surfaced. The Punjab National Bank and Yes Bank are the recent casualties. With the result the funds which were easily available for the real estate development from the private investors and from Non- Banking Financial Companies (NBFC) dried up immediately because massive money transfer transactions of these banks were gone under Government scanner.

Due to discontented performance of defaulting builders, nominal availability of finance from the market clubbed with the recession in global economy, has adversely affected Indian real estate sector considerably. Buyers started losing interest in booking premises in under construction projects, which has reduced the real estate demand to great extent. With

the result, sale prices were started descending to the tune of 20% to 35% depending upon the size and location of the project. In Mumbai, even in high class localities overall fall in sale prices was about 15% to 30%.

Post-RERA Positive Effects & Impacts: As stated earlier, main objects of RERA are to regulate and to discipline real estate sector with transparency and accountability and mainly to safeguard the interests and rights of the buyers (Allottees) involved in real estate transactions. This is explained in detail in Chapter No. 11 here before. On the basis of feedback received, following are some of the positive impacts and effects of RERA on real estate industry across the country:

- 1) Stringent Rules and Regulations of the Act, and its firm implementation with the help of judicial powers conferred upon the Regulatory Authority, the RERA is effectively bringing back most desired discipline, transparency & accountability in the real estate transactions, which was absolute need of the time. It is seen that, now the promoters are realizing the seriousness and importance of self-imposed discipline. This Act, will help and compel them out to discontinue forthwith their age old unfair trade practices in their own interest.
- 2) The Act, is protecting the investment of prospective buyers made or being made for purchasing of premises, forcing promoter to open a separate bank account for the project and allow him to utilize the said funds exclusively on the same project only.
- 3) The Act has practically put on total halt to earlier over-trading practices adopted by willful promoters thereby discouraging and prohibiting them to transfer and or utilize the funds of one project to other project. This is great relief and guarantee of premises to buyers.
- 4) The Act has assured the buyers for timely completion of registered project and ensured the possession of the premises on the date in accordance with the date incorporated in the Agreement to sale executed between buyer and promoter.
- 5) The Act has stopped willful and fraudulent promoters from executing fake, fictitious, dummy and or similar dream sale agreements thereby deliberately cheating the buyers. It has successfully restrained and

discouraged such promoters against double or triple sale agreement of same premises without the knowledge of first original buyer.

- 6) Complete information of the project & credentials of promoter & of his/their companies are made available by MahaRERA on its website as a public document, so that the credit rating, financial status and overall performance of the respective developer can be studied and assessed in advance by the buyers before investing funds in such project.
- 7) As per the provisions of the Model Agreement-to-Sale prescribed by MahaRERA for the promoter and allottee, every buyer hereafter will get certified copies of all important project documents such as approved layout and building floor plans, commencement and completion and or occupancy certificate of the building/wing, structural plans and structural stability certificate, title search report with title clearance certificate, etc. from the promoter which are to be preserved by the buyers/society of buyers as their permanent record. In fact, these documents are most important and absolutely essential for carrying out heavy repairs in future and also for the redevelopment of the building, as the case may be.
- 8) Apart from the buyers, the Act is equally protecting the interests and rights of those promoters who are observing the rules and regulations of the Act and religiously complying with the provisions thereof.
- 8) Due to successful impletion of the Act by the Regulatory Authority, it is bringing back trust and confidence amongst allottee and the promoter.
- 10) The introduction of Conciliation and Dispute Resolution Forum has been proved blessing in disguise for the allottees and the promoters both, for the honorable and amicable settlement of their disputes in shortest time, saving both of them from huge expense of long term litigations without any guarantee of specific relief.

Chapter - 22

PERFORMANCE OF MahaRERA

It has been proved beyond doubts that, MahaRERA, in the matters of overall performance and implementation of the Act in the State of Maharashtra is in forefront and much ahead than the performance of any other States across the country. It is rightly said that, the MahaRERA is continuously striving for bringing an era of **3Ts**, i.e. Transparency, Trust and Timely Completion of registered projects to help to transform the real estate sector not only in Maharashtra but throughout the nation, by its intense will, determination, transparency, accountability, and untiring efforts to re-establish the lost credibility, confidence and trust in real estate industry and particularly by and between buyers and promoters.

Under the able leadership of Shri. Gautam Chatterjee - The Chairman, Shri. Balchandra Kapadnis and Shri. Satbir Singh - Members, along with their team of competent Adjudicating Officers, MahaRERA has assured every home buyer that, their investment and interest in registered real estate projects are well protected. Hardly within the period of 3 years, MahaRERA has marked its remarkable footprint on overall affairs of Real Estate Industry, and achieved success after success in their novel initiatives and programs, thus acquired praise and compliments from general public. It is therefore essential and obligatory for us to record some of major achievements, novel activities undertaken in the interest of real estate development which are sufficient to show remarkable performance of MahaRERA. These are described in short hereafter:

NOVEL ACTIVITIES AND GENERAL PERFORMANCE

1) Special programs and novel Initiatives undertaken: The introduction of novel and innovative schemes in public as well as in social interest, like (1) Quality Assurance Certification, (2) Skill Development Program for unskilled and semi-skilled construction workers (3) GIS based Mapping Program, (4) Response to Right to Information, and (5) Introduction of Self-Regulatory Organization (SRO) for the Promoters, has surely elevated MahaRERA to a special height. Almost all the component agencies connected to the real estate industry as

well as public in general has overwhelmingly appreciated these exceptional efforts of MahaRERA particularly for introduction of their excellent programs and novel activities undertaken for better development of real estate industry and specially for success after success achieved in such a short time.

- 2) **Conciliation and Dispute Resolution Forum:** The success story of Conciliation and Dispute Resolution Forum is unique attainment of MahaRERA in itself and is acclaimed nationally and internationally for its splendid achievement in such a short time. Complete details of this significant forum established by the MahaRERA to gather with its excellent performance in such a short period is described in Chapter No. 15 appeared herebefore.
- 3) **Real Estate Project Registrations:** As per National Implementation Report of RERA as on 30-05-2020 published by the Union Ministry of Housing and Urban Affairs (MOHUA), the MahaRERA has **registered 25,302 Real Estate Projects and 23,810 Real Estate Agents** across State of Maharashtra, whereas, **7,865 cases including complaints** are disposed off by the Regulatory Authority. However, as per Annual Report-2019 of MahaRERA, following impacts as reflected in the said Report are equally important.
- 4) **Registration of Homes for Citizen:** More than 20 lakhs homes thereby **accommodating 1 Crore citizens** of Maharashtra are registered and are being monitored through MahaRERA IT Solution.
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8) Conciliation Panels: 28 Conciliation Panels are already established in the State and its number is rising due to increase in demand. As per Annual Report-2019 of MahaRERA, within a period of hardly one year, **930** conciliation applications were received, out of which **314** cases are disposed and consent for **447** cases are received. About **400** families gracefully resolved their long term pending disputes wherein huge financial investments were involved.

9) Regular Workshops and Seminars: To ensure proper compliance of the provisions and regulations of the Act by the Promoters, Allottees and Estate Agents respectively, the Regulatory Authority is conducting regular educative Workshops and Seminars for its staff and promoters from time to time. Specifically periodical survey is being carrying out on regular basis to assess and monitor actual implementation progress of the rules and regulations of the Act, through following activities:

- i) Every 1st and 15th day of every month, a list is prepared of those promoters who have not updated their projects in the last 3 months, and the reminder mails are sent to them for immediate updating of their respective project activities.
- ii) Every 5th day of every month, list of registered projects is prepared of those whose validity of Registration is about to be expired in next 3 months and the reminder mail is sent to the concerned promoter for uploading the information in Form-4 ,or apply for extension to registration period with valid reasons.
- iii) Every 10th day of every month, emails are sent to all the promoters of their ongoing projects thereby listing guidelines particularly for the advertisements of respective projects.
- iv) Every 20th day of every month, list is prepared of all projects where booking is completed formore than 51%, and reminder mails are sent to the respective promoters for the formation of Society or organization as the case may be wherever is applicable.
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vi) On every 21st day of every month, monthly meetings are arranged with the Associations of Promoters to review overall performance and compliance of provisions of the Act and to plan next steps for enhancement of compliances required, if any.

10) Filing of Online Complaints against Un-Registered Projects: The MahaRERA has launched a unique facility thereby motivating common citizens to file online complaints with the Regulatory Authority against un-registered real estate projects if any. The MahaRERA team, after receipt of such complaints, undertakes multilevel scrutiny and if found it reliable, then finally takes suitable actions under the provisions of the Act, against such willful erring promoters and compel them to get their projects registered immediately. According to Annual Report-2019 of MahaRERA, as on 30th April 2019, **688** complaints are received against Un-Registered Projects, out of which **56** have been disposed.

11) Co-Ordination with Planning Authorities: MahaRERA writes to the concerned local planning authority to take immediate action to stop the work and or give the orders for the demolition of un-registered project, if it reveals that, such un-registered project do not have basic approvals and or even development permission are not issued for the said project by its office. These strong actions and modus operandi adopted, has created enormous panic amongst such willful defaulting promoters operating mainly in semi-urban areas. Ultimately, such promoters are now coming forward to register their projects by paying penalties with prescribed interest, mainly to avoid penal actions to be undertaken by the Regulatory Authority thereof.

12) Complaints Disposal: As per Annual Report-2019, The MahaRERA has received **6719** complaints during the period 01-05-2018 to 30-04-2019, out of which **4218** complaints have been disposed, which shows that about **63% complaints are cleared**. It is to be specifically mentioned here that, complete procedure adopted for complaints disposal is explained in detail in Chapter No. 14 here before for ready reference. Ultimately, after conducting necessary hearing/s of such complaints, final ruling/order of Regulatory Authority in the matter of respective cases are uploaded on its website for the information of complainant and also mailed to other concerned parties, if any.

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13) Special Consideration for Allowing Promoters to Give Possession of Premises Pending Occupancy Certificate: After realizing the fact that, because of many level scrutiny of the proposal by various approving officers, considerable delay is involved in granting approvals to projects particularly due to complex process adopted by the officers of the Municipal Corporation of Gr. Mumbai results into abnormal delay at all times in obtaining necessary approvals and development permissions required for every registered project. This immense delay ultimately prevents the promoter to complete the project in time and as such it restrains such project promoter to give possession of premises to the respective buyers within the prescribed time frame incorporated in the agreement to sale, as the same is inbuilt mandatory provision binding upon the promoters.

To overcome with this genuine hardship, MahaRERA has come out with a practical solution that, pending occupancy certificate promoter is permitted to give possession of the premises of completed building, to the allottees, subject to submission of completion certificate by his architect in Form-4 therein confirming that, the work of the Building / Wing under reference is completed in all respects, and the same is fit for the purpose it is erected, with further confirmation that, the application for Occupation Certificate for the same is already submitted to Municipal Corporation of Gr. Mumbai, and the same is pending with the Corporation.

This facility given by MahaRERA, proves that it is well aware of abnormal delays on the part of Municipal Corporation and therefore in the interest of the buyers it has strictly introduced this new pragmatic policy, which is great relief not only to the buyers but equally to the promoter also. MahaRERA deserves praise for these courageous decisions.

Chapter - 23

HARDSHIPS, SUGGESTIONS AND APPEAL OF PROMOTERS

Once, any severe enactment is introduced by the Government in public interest, there bound to be some resistance against such Acts from the affected groups. This Act is devised mainly to protect the interests and rights of the home buyers, proposed with strict regulations, which first time has cornered the promoters of real estate sector to great extent. In fact, due to rigid implementation of Act by the disciplined administration, it has made some players more uncomfortable. However, because of great performance shown in such a short time, majority of promoters and other agencies related to registered projects are fully satisfied and happy with MahaRERA, for safeguarding their interests in impartial manner.

Concerned promoters and professionals are becoming more and more familiar with the regulations of the Act, & slowly getting themselves adjusted with the administration. Simultaneously they are studying and comparing the results of implementation, where it is realized that, some regulations and or its implementation process requires some amendments without affecting the provisions of the Act. This has prompted them to express their views on hardships faced and remedial suggestions thereof. As per the feedback received from the promoters and architects, it is felt that, they have identified following important issues and also suggested remedial measures with their appeal to MahaRERA for the consideration of necessary amendments and working reliefs thereof.

1) Complaints of Buyers, its Effects and Solutions: By and large it is pointed out that, there are complaints from the aggrieved buyers against the promoters mainly for the cancellation of booking and demand for full refund of their total payments paid including other expenses, i.e. stamp duty, registration charges, legal charges plus interest on total payments paid at prescribed rate as well as compensation for mental harassment also. If many buyers withdraw simultaneously, the settled refund amounts goes very high and most of

the time it becomes impossible for the promoter to arrange such funds immediately. It is therefore suggested that reasonable time should be given to the promoter for arranging the funds for refund of payments in the matter of deserving cases.

- 2) **Reflection of Complaint on MahaRERA Portal:** As per present practice, even if a single buyer registers his complaint, the same is immediately reflected on the portal of MahaRERA with details of the project and name of the promoter. This jeopardizes the reputation and profile of promoter which mainly affects financial dealings with the Bankers to great extent. It is suggested that, till the investigation of complaint is over, the same should not be reflected on MahaRERA Portal. It is high time now for MahaRERA to consider and resolve this issue impartially with equal justice to both the parties.
- 3) **Fictitious/Bogus Complaints and its Disposals:** It is argued that, percentage of lodging of fictitious and or filing bogus complaints against promoters is very high, which is causing great hardship and inconvenience to all concerned. Particularly, valuable administrative time is wasted in verifying its genuineness and its final disposal. It is further pointed out that, most of the time such complaints are found fake, fictitious and are lodged only for personal gains. It is suggested that, the MahaRERA should device a mechanism by which such fake and fictitious complaints should be deleted automatically.
- 4) **Co-Ordination with the Planning Authority:** Being a chain of many approving authorities and its conservative administrative processes, it is a fact that, there is enormous delay at various levels in granting approvals and permissions for registered projects particularly from the Municipal Corporation of Greater Mumbai. Naturally this tendency results in to numerous delay which in fact is creating blockade in timely completion of registered projects thereby many a times it is preventing promoter to hand over the possession of premises to the respective buyers within themandatory timeframe prescribed in the agreement to sale executed by and between both the parties.

To overcome this intense and precarious situation, it is suggested that, the MahaRERA should device such a mechanism by which, it should

compel the Municipal Corporation or any planning authority to grant approvals and permissions required for registered projects within maximum period of 30 days, failing which there should be provision of its deemed sanction. If this one window approval process is made operative, it will be its great contribution and help to the real estate activities in Greater Mumbai and also in other parts of Maharashtra.

5) Submission of Quarterly Progress Report: The project architect on the record has to submit Quarterly Progress Report of ongoing project to MahaRERA through his client-promoter, particularly confirming stage of completed work in terms of percentage. The project architect is fully aware of day to day work in progress as at site with the co-ordination of Site Engineer/Supervisor and his inspection staff and his site visits, and as such his report is bound to be authentic.

However, it is noticed by the project architect that, many a times some promoters are submitting this Quarterly Work Progress Report through some other architect who is not connected to the project, without the knowledge of project architect, and surprisingly, it is accepted by the office of MahaRERA. This is a fearsome activity of promoter, and needs serious consideration of Regulatory Authority to protect the interest of the project architect. It is suggested that, the concerned MahaRERA **staff should accept the Quarterly Progress Report of project architect only**, and circular please be issued to that effect at the earliest.

6) Architect's Certificate for Release of Funds: The Project Architect has to submit his certificate thereby recommending withdrawal of funds by the promoter from his designated bank account strictly in proportion to the percentage of work completed. This procedure is adopted to avoid and or prevent excess withdrawal of funds by the promoter. However, it is learnt that, many a times, the promoter is submitting this fund release certificate from some other architect not related to the project, without the knowledge of project architect. This is a serious & unprofessional activity on the part of promoter. MahaRERA has to plug this loophole immediately. It is therefore suggested that, **the concerned office staff and Banks may please be informed to insist such certificate from the project architect only.**

Chapter - 24

FORMS: PRESCRIBED FOR COMPONENT AGENCIES

The MahaRERA has prescribed many types of forms applicable for various acts and obligations to be complied with by different component agencies connected to the real estate project registered with MahaRERA. For the purpose of convenience the forms in the formats required to be submitted to the regulatory authority for specific purpose, are agency wise separately grouped, such as formats for the Promoter (Developer), the Real Estate Agent and the Allottees (buyers / consumers), forms applicable for practicing professionals connected to the registered project namely architect or licensed surveyor, structural engineer, site engineer and the chartered accountant, etc.

It is essential that, all the above agencies have to understand the purpose of its submission in such Forms and also realize the implied responsibilities connected thereto. For the purpose of convenience and for immediate reference of all these component agencies connected to the registered project, all these Forms are annexed here after as a part of this book, which are explained in short here under:

PART - I: FORMS PRESCRIBED FOR: PROMOTER (DEVELOPER)

1) FORM-A: Rule 3(3): Application for Registration of Real Estate Project

The Promoter, for the purpose of the Registration of his ongoing and or proposed Real Estate Project, has to apply online to Regulatory Authority of MahaRERA, in **Form-A**, requesting for the grant of registration, wherein he has to give detailed information about the project and also to submit supporting technical and legal documents related to real estate project under reference. This is very exhaustive format which covers complete information about the applicant as well as precise information about his ongoing and or proposed real estate projects to gather with certificates from the architect and the chartered accountant connected to the project. This form which is to be submitted online to the regulatory authority should be enclosed with prescribed registration fees thereof.

2) FORM-B: Rule 3(6): Declaration supported by an Affidavit, to be signed by the Promoter or by his Authorized person

This is an Affidavit-cum-Declaration to be signed and executed by the Promoter or by any of his Authorized person, confirming the legality of the Title Report and Title Clearance Certificate including information about encumbrances if any on the land upon which the real estate project is proposed. In the said Affidavit-cum-Declaration he has to inform and confirm the completion time of the project, which further consists of the confirmation on utilization of 70% booking amount realized from the Allottees on the same project, by maintaining separate bank account for the purpose, of which funds can be released to promoter in proportion of the work carried out against the certificates of Chartered Accountant. He further agrees to obtain all the approvals from the planning authority and will not make any changes in the project plans without the consent of minimum 51% of the allottees and also approval of the Regulatory Authority. This document is most important and every promoter in his own interest has to understand completely its importance, seriousness, commitments and long term effects and consequences thereof.

3) FORM-C: Rule 6(a): Registration Certificate of the Project

This format of Registration Certificate of the Project is issued under signature and seal of the authorized officer of MahaRERA, with all details of project. This registration certificate is granted by the authority to the promoter under section 5 of the Act with allotment of registration number of the project. This format with suitable changes is used for intimation of revoking the registration of the project recording the reasons thereof.

4) FORM-D: Rule 6(b), Rule 7 (2), Rule 8(1): Intimation of Rejection of Registration / Rejection for Extension / Revocation of the Registration of the Project

This is a common and simple format used for giving the intimation by the MahaRERA to the applicant Promoter in the matter of either (i) Rejection of application for Registration of project, or (ii) Rejection of application for Extension of Registration of project or for the (iii) Revocation of the Registration of the project, as the case may be.

5) FORM-E: Rule 7(1): Application for Extension of Registration of Real Estate Project

This is the format in which the promoter has to apply Online to MahaRERA for the grant of extension of time for registered projects, requesting for additional time needed for the completion of development of project on valid grounds supported by documentary evidence.

6) FORM-F: Rule 7(2): Certificate for Extension of time of Registration of Project

The MahaRERA, under Section 7 of Act, issues Certificate for Extension or Renewal of Registration of project in favour of the promoter, subject to the terms and conditions mentioned therein, which are in conformity with the conditions agreed by the promoter in his Affidavit-cum-Declaration submitted along with the application for registration.

FORMS PRESCRIBED FOR: THE REAL ESTATE AGENTS

7) FORM- G: Rule 11(2): Application for Registration of Real Estate Agent

The Real Estate Agent has to apply to the Regulatory Authority, in **Form-G**, for the grant of Registration as Real Estate Agent to facilitate the sale or purchase of any plot of land, apartment or building, as the case may be in real estate project registered with the MahaRERA. He has to give requisite particulars about the status of the applicant, address proof, details of registration obtained in other states under this Act, or under any other laws and submission of income tax returns for last 3 years to gather with prescribed registration fees thereof.

8) FORM-H: Section 9 (Rule 12(1)(b): Registration Certificate to Real Estate Agent

The Registration Certificate is granted to the Real Estate Agent under section 9 (rule 12(1)(b) by the Regulatory Authority. Such registration certificate is always granted subject to certain terms and conditions as mentioned in the said format. The Registration Certificate of Real Estate Agent is valid for the period of 5 years from the date of issue and can be renewed for further period.

**9) FORM-I: Rule 12(2), 13(2) & 15(2): Intimation of Rejection, Renewal
Revocation of Registration of Real Estate Agent**

This is the format in which the Regulatory Authority issues the intimation to the promoter in connection with either (i) the Rejection of application for registration, or (ii) Rejection of application for renewal of registration and or (iii) the Revocation of Registration of the Real Estate Agent, as the case may be. However, for the Revocation of Registration the Regulatory Authority has to give specific reasons thereof. These intimations are issued under the signature and seal of the authorized officer of MahaRERA.

**10) FORM-J: Rule 13(1): Application for Renewal of Registration of Real Estate
Agent**

The Real Estate Agent has to apply to the Regulatory Authority for the Renewal of Registration in this format wherein he has to give information about individual and or company and has to submit original registration certificate, particulars of registration, income tax returns of last 3 years, authenticated proof of address of the place of business together with requisite renewal fees.

**11) FORM-K: Section 9 (Rule 13(2): Renewal of Registration of Real Estate
Agent**

After scrutinizing the application of Real Estate Agent requesting for the renewal of registration, the regulatory authority grants the renewal of such registration to the applicant under Section 9, and issues renewal of registration to such real estate agent in this format subject to terms and conditions as reflected therein for further period of 5 (Five) years unless renewed thereafter.

12) FORM-L: Section 44 (1) (Rule no. 28 (2): Appeal to the Appellate Tribunal

The appropriate Government or the Competent Authority or any Person aggrieved by the Direction or Order or Decision given by the Regulatory Authority and or by the Adjudicating Officer may prefer an Appeal to the Appellate Tribunal in this format within a period of 60 days from the date of such order, enclosing therewith all the information about the appeal preferred supported with documentary evidences to gather with certified copies of related documents as mentioned therein, including the payment

of prescribed Appeal Fees. The appellate tribunal may dispose the appeal within a period of 60 days.

13) FORM-M: Section 31(1) (Rule 36(1): Filing complaint with the Regulatory Authority

Any aggrieved person may file a complaint with the Regulatory Authority or with the Adjudicating Officer for any violation or contravention of the provisions, rules and regulations made thereunder of the Act, against any Promoter, Allottee or the Estate Agent in this format, and have to enclose detailed information about the case with supporting documents including payment of prescribed fees thereof.

14) FORM-N: Section 31(1) & 71(1) (Rule 37(1): Claim Application to Adjudicating Officer

Any aggrieved applicant can lodge a Claim Application with the concerned Adjudicating Officer praying for the compensation sought, in this format, and have to enclose facts of the case, details of claim supported by the documentary evidence and a payment of prescribed fees, for the purpose of adjudging compensation under sections 12, 14, 18 and 19 of the Act.

PART-II : FORMS PRESCRIBED FOR LODGING COMPLAINT WITH THE REGULATORY AUTHORITY, ADJUDICATING OFFICER AND APPELLATE TRIBUNAL BY PROMOTER, REAL ESTATE AGENT & ALLOTTEE

The MahaRERA has prescribed **Form-A, Form-B & Form-C** for lodging the complaints with the above authorities and the format is same for the use of Promoter, Real Estate Agent and the Allottee. The Form-A, Form-B and Form-C are for lodging complaint with the (1) Regulatory Authority (B) Adjudicating Officer and (C) Appellate Tribunal respectively. The contents of these Forms are explained in short here under:

1) FORM-A: Section 31 (See Rule 6): For Complaint to the Authority

For lodging a complaint either by Promoter, or Estate Agent or Allottee with the Regulatory Authority, this format is prescribed under section 31 (Rule no. 6) by the authority. In this format particulars of the Complainant, Respondent, Jurisdiction of the Authority, Project registration details, Facts of the case and the relief sought are to be mentioned and in support

thereof he has to submit the list of supporting documents of evidence enclosed thereof, along with a payment of prescribed fees thereof.

2) FORM-B: Section 31 with Section 71 (See Rule 7): Complaint/Application to Adjudicating Officer for Claim of Compensation

Under Section 31 with Section 71 (see Rule No. 7) this format is prescribed for lodging the claim for compensation by either of the above component agencies with the Authority, in which all the particulars as stated in Form-A above, are required to be submitted along with particulars of claim and supporting documentary evidence along with prescribed fees if any.

3) FORM-C: Section 44 (See Rule 9): Appeal to Appellate Tribunal

Under Section 44 (see Rule 9) this format is prescribed for preferring appeal with the real estate appellate tribunal against specific judgment or order issued by the regulatory authority or the adjudicating officer as the case may be, wherein all the particulars of the applicant, respondent, jurisdiction, limitation, facts of the case and relief/s sought, etc. are required to be submitted with the supporting documents & evidence along with prescribed fees thereof.

PART-III: FORMS PRESCRIBED FOR ISSUE OF CERTIFICATES BY THE PROFESSIONALS CONNECTED TO REGISTERED REAL ESTATE PROJECT

For overall project control, desired transparency including quality control of ongoing registered projects, the MahaRERA has prescribed forms of certificates to be issued at different stages by the project architect or licensed surveyor, engineer (structural engineer), site engineer/ site supervisor and the chartered accountant appointed by the promoter. The respective professional has to give his certificate in the said format as prescribed, which are explained in short hereunder:

**1) FORM -1 with Table A & B: Architect /Licensed Surveyor's Certificate for
(i) Registration of Project &
(ii) for withdrawal of funds by Promoter from
designated Bank account**

The practicing Architect or Licensed Surveyor of the real estate project has to give his certificate in this format (i) for the registration of ongoing project as well as (ii) for withdrawal of money by the promoter from

designated bank account. Besides his appointment he has to provide information about the appointment of other professionals related to the registered project, namely Structural Consultant, MEP Consultant and Site Supervisor/Engineer. He has to certify the percentage of work and site information about internal and external development work as specified in Table-A & Table-B respectively. He has to submit similar information in the same format giving the details of stage wise percentage of completion of the work recommending the amount of withdrawal by the promoter from the designated bank account strictly in proportion to the work carried out.

2) FORM-2 with Table A & B: Engineer's Certificate for

(i) Registration of Project and for

**(ii) for withdrawal of funds by Promoter
from designated bank a/c.**

The practicing Structural Engineer of the real estate project has to give his certificate in this format for (i) the registration of ongoing project as well as for (ii) withdrawal of money by the promoter from designated bank account in proportion with the completed work at site. He has to provide information about other professionals appointed for the project by the promoter. He has to certify the estimated cost of completion of the project inclusive of cost of material, labor and other inputs etc. He has to certify the estimated cost of different items in terms of percentage as specified in Table-A and Table-B respectively.

2) FORM-2A: Site Engineer's / Site Supervisor's Certificate for Quality Assurance

By Order No. 5/2018 dt. 26-11-2018, the MahaRERA has prescribed this **Form no. 2-A for Quality Assurance Certificate** to be issued by the site engineer/supervisor in respect to work of registered real estate project being carried out under his supervision at site. This certificate is required to be uploaded on MahaRERA Website at every quarter. Besides giving description of the ongoing project, the site engineer / supervisor has to certify that, the work is being carried out as per approved plans and further has to ensure that, the test reports of basic materials i.e. Cement, Aggregate, Bricks, Concrete blocks, Concrete, R.M.C., Steel etc. are within the permissible limits as per relevant code and or within the permissible

limits of industry standards. He has to also certify that, the quality of work being carried out at site and use of respective materials thereof are to his satisfaction and to state that the records of test results are preserved.

**4) FORM-3 with Annexure-A: Certificate of the Chartered Accountant
(i) for the Registration of Project &
(ii) for withdrawal of money by the
promoter from designated Bank Account**

The practicing Chartered Accountant appointed by the promoter has to give his certificate in this format (i) for the registration of ongoing project as well as (ii) for stage wise withdrawal of money by the promoter from designated bank account in proportion with the work carried out. This is exhaustive format wherein the chartered accountant has to work out estimated cost of the land, estimated development cost and estimated construction cost based on technical information and the certificates issued by other professionals including the payments payable towards acquisition of land, premiums payable to various authorities for incentive FSIs, payment of taxes, and percentage of completion of the work as per architect's certificate.

This will also include the information about already sold and remaining unsold premises, expenditure incurred till then and balance amount receivable as explained in **Annexure-A** of the format.

**5) FORM-4: Certificate of the Architect/ License Surveyor on completion
of building/wing of registered project**

The practicing Architect or Licensed Surveyor of the real estate project has to submit his certificate to the Regulatory Authority in this format on completion of a building or wing of registered real estate project as the case may be. Other than the project details and information about other consultants connected to the project, based on the completion certificates issued by the structural engineer and site engineer/supervisor, the architect has to certify that the work of building/wing has been completed in all respects and the same is fit for human occupation and Occupancy/ Completion Certificate is granted/ or is awaited from the local planning authority. Simply, this is a Completion Certificate issued by the Architect.

6) **FORM-5: Annual Report on Statements of Accounts from the Chartered Accountant**

As a Statutory Auditor of the promoter or his firm in respect to ongoing registered project, the Chartered Accountant appointed has to submit **“Annual Report on Statement of Accounts”** for respective project in this format, thereby confirming that, the report is in accordance with the provisions of RERA, and he has examined the books of accounts and related records of the project, information on collection, withdrawal and utilization of such amounts in the same project in proportion with the percentage of the work completed during the Report period.

PART-IV :FORMS PRESCRIBED FOR SELF REGULATORY ORGANISATION

As explained in earlier Chapter No. 17, the Regulatory Authority vide its Order No. 10, dt. 11-10-2019, has introduced **Self Regulatory Organization (SRO)** to bring greater professionalism amongst the promoters to ensure fair trade practices thereby discouraging fraudulent activities in the Real Estate Sector, so that the promoters with self-discipline will enforce the Code of Conduct upon themselves voluntarily. This remarkable exercise was necessary to develop new confidence and trust amongst promoters.

The MahaRERA has prescribed specific forms required for the formation of proposed Self Regulatory Organization which are described hereafter:-

1) FORM-A: This Form is applicable for making the application for the Registration and or Renewal of the Self-Regulatory Organization (SRO) as the case may be. This includes the details of the Applicant such as name, address, date of establishment, type of applicant and contact details. It also includes information about at least 500 Members of the Registered Projects at the time of application. It is made mandatory to provide the details of office bearers, their designation, and contact details. Copies of the registration/ incorporation of SRO, document of code of conduct and or similar guidelines adopted and list of registered projects are required to be enclosed along with the application for the registration of SRO.

2) FORM-B: The authorized Officer of MahaRERA, after necessary scrutiny of application and verification of documents, and if found it satisfactory, the Regulatory Authority sends the intimation of verification of

application in this Form to the applicant, with a request to pay online payment of Rs. 10,000/- being a Registration Fees for the purpose. Or alternatively the applicant is informed about the insufficiencies found if any and request to comply with the same for further consideration.

3) FORM-C: In this format, the authorized officer of MahaRERA issues Registration Certificate to the applicant Self-Regulatory Organization (SRO), subject to the terms and conditions mentioned therein. The said Certificate of Registration shall remain valid for the period of 5 (Five) years from the date of its issue.

Notes for Users:

1) Form Nos. A-to-N of PART-I, Form A, B & C of PART-II, Form No. A, B & C of PART-III, Form Nos. 1-to-5 of PART-IV and Model Agreement to Sale of Part V, are annexed here after for immediate reference.

2) It is to be noted that, all the above forms are downloaded from MahaRERA Website which are presently in use and in force. During the passage of time, it is possible that, these forms may be either amended, changed and or cancelled and or replaced with fresh one, as the case may be. Therefore, it is advised that, the user should recheck the said forms on MahaRERA Website before use.

Chapter - 25

AGREEMENT-TO-SALE MODEL FORMAT PRESCRIBED BY MahaRERA

The MahaRERA has prescribed a unique Format for **the Agreement to Sale** of premises to be executed by and between the promoter & buyer thereof. Earlier, the Government of Maharashtra has enacted The Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management & Transfer) Act, 1963 (**MOFA**) and amendments thereto, and made it mandatory for the promoters to execute agreement to sale of premises based on the provisions in the MOFA Act. The Agreement as per MOFA norms was in force till the introduction of RERA.

This Model Form of Agreement prescribed by MahaRERA contains practically all the provisions of MOFA. However, it is permitted to amend to the extent of some of the special clauses in respect to certain facts and circumstances related to the projects. However, the matter, text and substance appearing in the clauses of the **Model Form of Agreement to Sale** should always be in conformity with the statute and mandatory requirements under the provisions of RERA Act, and are obligatory to be retained in the same manner in each and every such Agreement.


It is made clear by MahaRERA that, any clause found contrary or inconsistent with any provisions and or Rules and Regulations of the Act, such Agreement would be treated as null-and-void. This Model Agreement to Sale is very exhaustive and provisions made thereunder are expected to bring infused transparency in the real estate transactions. It will not only effectively protect the interests of the buyers but has given equal protection to the promoters also.

Provisions of the Model Agreement clearly defines all the terms, obligatory duties, responsibilities and liabilities of Promoter, Allottee and subsequent Allottee thereof, including stage wise schedule of payment based on the proportionate to the percentage of work carried out, time limit to complete the project, date to give possession of the premises, as well as time to give Conveyance Deed of the property to the association of

allottees in prescribed time limit. It also provides requirement of consent of allottees for any changes or amendments in the plans or layout. A specific provision is made for refund of entire payment paid to the allottee with prescribed interest, if he withdraws from the project.

It is made mandatory to enclose certified copies of approved floor plans of premises & layout, specifications, title report and title certificate, property registered card, list of amenities, project registration certificate and other related documents as annexures to the said agreement. It is felt that, this Model Agreement will give desired clarity to the promoter and the allottees also, so that both of them will understand their roles, responsibilities and liabilities in clear terms to discharge their obligations and will help to avoid any inconvenience on account of unnecessary costly litigations without any guarantee of desired reliefs.

Prior to introduction of this Model Form of Agreement to Sale prescribed by MahaRERA, the Sale Agreements were practically one sided and in favor of the promoter which were over protecting the interests of developer alone. In fact, there was no choice to the allottees, who have to accept all the terms and conditions of such agreements in toto without any say. Very often in case of, the project gets delayed, stalled and or abandoned, and in the circumstances only allottees were victimized and compelled to face long term litigations. MahaRERA has abolished this one sided arbitrary trade system and made it trustworthy and transparent.

Ultimately RERA has come to the rescue of the consumers by introducing Model Form of Agreement to Sale, wherein the interests of allottees and promoters are equally protected in impartial manner. It can be seen from the text of this Model Form of Agreement to Sale that, if both the promoter and allottee understood their duties, responsibilities and liabilities and discharge their duties honestly, the real estate projects will be completed in time with the guarantee of quality construction and timely possession of the premises agreed to be purchased. In view of above facts, a full text of this model agreement is annexed herewith for ready reference..... **Model Agreement** 

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PART - V: MODEL AGREEMENT-TO-SALE

Prescribed Format for the promoter and buyer

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FORM 'A'

[See rule 3(3)]

APPLICATION FOR REGISTRATION OF PROJECT

To,
The Maharashtra 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 the
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) Occupancy _____
 - (d) Permanent address _____
 - (e) Photograph
 - (f) Contact Details (Phone number, mobile number, E-mail, Fax number etc.) _____

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.
- (f) Contact Details (Phone number, mobile number, E-mail, Fax number, etc.)
- (g) PAN No. _____
- (h) 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 _____
 Details of project land held by the applicant _____
- (i) 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, including the current status of the said projects, any delays in completion, details of cases pending, details of type of land and payments pending etc.

- (j) Agency to take up external development works _____ (Local Authority / Self Development);
- (k) Registration fee for an amount of Rs. _____ /- calculated as per sub-rule No. (5) of rule 3;
- (l) Any other information the applicant may like to furnish
1. I/we enclose the following documents in triplicate, namely:-
- (i) authenticated copy of the PAN card of the promoter and a letter of authority or Board Resolution, in case the promoter not being an individual;
 - (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, dues, litigation, details relating to mortgage / charge created for the project land for the facility taken by the applicant or any third party and name of any party in or over such land or no encumbrance certificate from an advocate having experience of ten years or from revenue authority not below the rank of Tehsildar, as case may be;
- (v) where the promoter is not the owner of the land on which development is proposed, 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, reflecting the consent of the owner of the land and authenticated 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 maybe 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 from time to time, 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 Authority by the Promoter from time to time;
- (xii) Proposed Number of building(s) or wing(s) to be constructed & 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 when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Authority 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 when the Additional Number of Floors are sanctioned, the same shall be uploaded on website of the Authority by the Promoter from time to time.
- (xiv) Aggregate area in square meters of the recreation open space;
- (xv) the plan of proposed development works to be executed in the fire-fighting facilities, drinking water facilities, emergency evacuation proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities emergency evacuation services, use of renewable energy, 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;

- (xvi) pro-forma of the allotment letter and agreement for sale, to be signed with the allottees and the conveyance deed proposed to be signed with the nature of organization of allottees to be constituted namely societies / federation/ common organization of allottees/ federation of common organization;
- (xvii) 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;
- (xviii) 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 mechanized parking arrangement;
- (xix) the number of covered or open parking areas in the real estate project;
- (xx) the names & addresses of his real estate agents, if any, for proposed project;
- (xxi) the names and addresses of the contractors, architect, structural engineer, if any & other persons concerned with the development of proposed project;
- (xxii) a declaration in Form 'B';
- (xxiii) 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 practicing Chartered Accountant, for the estimated balance cost to complete the project. The promoter shall submit a certificate from a practicing 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;

(xxiv) The Promoter shall disclose all details of ongoing real estate project as required under sub-section (2) of section 4 and Rule 3 including the extent of development carried out till date as per the last approved sanctioned plan of the project and the extent of development of common areas, Amenities, etc. completed in respect of Buildings along with expected period of completion of the ongoing real estate project. The promoter shall also disclose the original time period disclosed to the allottees, for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed;

(xxv) For ongoing projects, the Promoter shall disclose the number of the apartments sold or allotted to the allottees and further disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent;

(xxvi) In case the promoter has created third party interests in respect of the real estate project, the names and addresses of such persons in whose favour such interests have been created.

2. 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 (if any) 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 project land is free from all encumbrances.

OR

That details of encumbrances _____ including dues and litigation, 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 from the date of registration of project;

4. (a) For new projects:

That seventy per cent of the amounts realized 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 ongoing project on the date of commencement of the Act;

(i) That seventy per cent of the amounts to be realized 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 realized 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 separate account shall be withdrawn in accordance with Rule 5.
6. That I / the promoter shall get the accounts audited within six months after the end of every financial year by a practicing Chartered Accountant, and shall produce a statement of accounts duly certified and signed by such practicing Chartered Accountant, and it shall be verified during the audit that the amounts collected for a particular project have been utilized for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
7. That I/ the promoter shall take all the pending approvals on time, from the competent authorities.
8. That I/ the promoter shall inform the Authority regarding all the changes that have occurred in the information furnished under sub-section (2) of section 4 of the Act and under rule 3 of these rules, within seven days of the said changes occurring.

9. That I / the promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I/ the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case maybe.

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 the 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 _____

You are hereby informed that the registration granted to your project is hereby
revoked for the reasons set out below _____

(here state out the reasons)

Place:

Dated:

Signature and seal of the Authorized Officer
Maharashtra 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 Maharashtra 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 your application for extension of the registration of your project is revoked.

(here state out the reasons)

Place:

Dated:

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

FORM 'E'
[See rule 7(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From: _____

To
The Maharashtra Real Estate Regulatory Authority,

Sir,
I/ We hereby apply for extension 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 following documents and information, namely:-

(i) Rupees _____ as fees for extension 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:-

(here state out the reasons);

1. 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,

Name, Signature and seal (if any) 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 case of an individual) Mr./Ms. _____ son of Mr. /Mrs. _____
_____ 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 allottees or the association of the allottees, as the case may be, of the apartment or the common areas as per sub-rule (2) of rule 9;
 - ii) The promoter shall deposit seventy percent of the amounts realized 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 (1) of sub-section (2) of section 4 read with Rule 5;

OR

- iii) That entire of the amounts to be realized 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 Maharashtra Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
- 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 there under.

Dated:

Place:

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

FORM 'G'
[See rule 11(2)]

**APPLICATION FOR REGISTRATION OF
REAL ESTATE AGENT**

To
The Maharashtra 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 State of Maharashtra in terms and the rules and regulations made there under,

1. (in the case of an individual) Mr./Ms. _____ son
of Mr./Ms. _____ Tehsil _____ District _____ City
_____ State of Maharashtra.

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 -
 - (f) Name _____
 - (g) Father's Name _____
 - (h) Occupancy _____
 - (i) Permanent address _____
 - (j) Photograph -----

OR

In case of Firm/Society/Company

- (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, number of branch offices if any along with contact details including Telephone Numbers, Fax numbers and e-mail address;
 - v) Details of registration in any other State or Union territory;
 - vi) Particulars of registration obtained under other laws, and rules and regulations, as the case may be, along with the authenticated copies of partnership deeds, memorandum of association, article of association, etc.;
 - vii) Color 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 the real estate agent, in case of other entities;
 - viii) 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;
 - ix) details (if any) of all real estate projects and their promoters on whose behalf he has acted as real estate agent in last 5 years;
 - x) Details of civil and criminal cases pending against him if an individual or any of the partners, directors, trustees, etc. in case of other entities;
 - xi) Self-certified copies of all letter heads, rubber stamp images, acknowledgement receipts to be used by the real estate agent;
 - xii) Such other information as may be specified by through regulations of the Authority;

- xiii) Whether the registration of the applicant has, at any time been revoked or suspended by the Authority? If so, the details thereof. In case the applicant was a director or manager of a body corporate - State whether the registration of such body corporate has been revoked or suspended at any time;
- xiv) Any other information the applicant may like to furnish.
8. I/ We enclose the following documents along with, namely:-
- Rs. _____ as registration fee as per sub-rule (3) of rule 11, authenticated copy of the PAN card of the real estate agent and authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;
9. I/we solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Dated:

Place:

Yours faithfully,

Name, Signature and seal (if any) 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 _____ City _____ State of _____;

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 State of Maharashtra in terms and the rules and regulations made there under,

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 fulfill 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 there under.

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
Maharashtra 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 Maharashtra 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
Maharashtra Real Estate Regulatory Authority

FORM 'J'
[See rule 13(1)]

**APPLICATION FOR RENEWAL OF REGISTRATION
OF REAL ESTATE AGENT**

From:

To

The Maharashtra 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) Rupees _____ 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) Occupancy _____
- 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,

Name, Signature and seal (if any) 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 case of an individual) Mr./ Ms. _____ son of
Mr./Ms. _____ Tehsil _____ District _____ City _____ 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 fulfill 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 there under;

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 there under.
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 there under.

Dated:

Place:

Signature and seal of the Authorized Officer
Maharashtra Real Estate Regulatory Authority

FORM 'L'
[See rule 28(2)]

APPEAL TO THE APPELLATE TRIBUNAL

Appeal under section 44 of the Act

IN THE 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 bank draft in respect of fee in terms of sub-rule (1) of rule 28:

- a. Amount Rs. _____
- b. Name of the bank on which drawn _____
- c. Demand draft number and date _____

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:

Dated:

Signature of the appellant(s)

For use of Appellate Tribunal's office:

Date of filing: _____

Date of receipt by post: _____

Registration No.: _____

Signature: _____

Registrar: _____

Instructions for preparing Appeal:

Every appeal shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimeters width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

FORM 'M'
[See rule 36(1)]

COMPLAINT TO THE REGULATORY AUTHORITY

Complaint under Section 31 of the Act

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 fees in terms of sub-rule (1) of rule 36:

(i) Amount Rs. _____

(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)

For use of Regulatory Authority(s) office:

Date of filing: _____

Date of receipt by post: _____

Complaint No.: _____

Signature: _____

Registrar: _____

FORM 'N'
[See rule 37(1)]

CLAIM APPLICATION TO THE ADJUDICATING OFFICER

Claim for Compensation under Section 31 read with
Section 71 of the Act

IN THE ADJUDICATING OFFICER'S 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:

• Name(s) of respondent: _____

• Office address of the respondent: _____

• Address for service of all notices: _____

• 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 fee in terms of sub-rule (1) of rule 36:

a. Amount Rs. _____

b. Name of the bank on which drawn _____

c. Demand draft number and date _____

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)

.....

For use of Adjudicating Officer's office:

Date of filing: _____

Date of receipt by post: _____

Application No.: _____

Signature: _____

Authorized Officer: _____

FORM 'A'
[see rule 6]

COMPLAINT TO THE REGULATORY AUTHORITY
(Complaint under Section 31 of the Act)

IN THE MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY 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. (a) Jurisdiction of the Authority: The complainant declares that the subject matter of the claim falls within the jurisdiction of the Authority.

(b) Project Registration No.

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. Complaint not pending with any other court, etc.:
The complainant further declares that the matter regarding this complaint is not pending before any court of law or any other Authority or any other Tribunal(s).
8. Particulars in respect of the fee in terms of sub-rule A(1) of rule 6:
(i) Amount Rs. _____
(ii) Mode of payment _____
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)

.....

For use of Authority'(s) office:

Date of filing: _____

Date of receipt by post: _____

Complaint No.: _____

Signature: _____

Authorized Officer: _____

FORM 'B'
[see rule 7]

CLAIM APPLICATION TO THE ADJUDICATING OFFICER

(Claim for Compensation under Section 31 read with Section 71 of the Act)

IN THE MAHARASHTRA REAL ESTATE ADJUDICATING OFFICER (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 applicant:
- 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. (a) Jurisdiction of the Adjudicating Officer:

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

(b) Project Registration No. _____

4. Facts of the case: _____

(Give a concise statement of facts and grounds of claim against the respondent)

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 application 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 A (1) of rule 7:

(i) Amount Rs. _____

(ii) Mode of payment _____

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)

For use of Authority'(s) office:

Date of filing: Date of receipt by post:

Complaint No.: Signature:

Authorized Officer:

FORM 'C'
(see rule 9)

APPEAL TO THE APPELLATE TRIBUNAL
(under Section 44)

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. (a) Jurisdiction of the Appellate Tribunal :

The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

(b) Project Registration No: _____

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 the Authority or the Adjudicating Officer, as the case may be passed under section(s) _____ of the Act.)

6. Grounds of Appeal: _____

7. 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]

8. 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)

9. Matter not pending with any other court, etc.:

The appellant further declares that the matter regarding this appeal is not pending before any court of law or any other Authority or any other Tribunal(s).

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

(i) Amount Rs. _____

(ii) Mode of payment _____

11. 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)

.....

For use of Appellate Tribunal's office:

Date of filing:

Date of receipt by post:

Registration No.:

Signature:

Authorized Officer:

FORM 'A'

APPLICATION FOR REGISTRATION / RENEWAL OF SELF-REGULATORY ORGANIZATION (SRO)

To,
Secretary,
Maharashtra Real Estate Regulatory Authority

Subject: Application for Registration/Renewal of a Self-Regulatory Organization.

Respected Sir,

I, being duly authorized for the purpose, hereby apply on behalf of _____
(Name & Address of the Applicant) being a Company/ Association/Society/Trust
etc., eligible to be registered as a Self-Regulatory Organization (SRO) under
Maharashtra Real Estate Regulatory Authority (MahaRERA).

The requisite particulars are as under:

A. Details of Applicant :

- i) Name of the applicant: _____
- ii) Address: _____
- iii) Date of establishment: _____
- iv) Type of Applicant: Company/ Association/ Society/ Trust Etc.
- v) Contact person & details (Name, Designation, Address, mobile Number,
Email ID of the person): _____

B. Details of Members:

- i) Number of members at the time of application: _____
- ii) Are there at least 500 MahaRERA registered projects among the
members?: Yes / No

(Kindly note, MahaRERA shall verify this data against their online system,
in case of conflict, MahaRERA data shall be considered for processing of
the application)

iii) Details of type of membership:

S. No.	Type of Membership	Minimum Qualification/ Experience	Duration of Membership	Membership Fee	Any other Details

C. Details of Office Bearers:

i) To provide details of office bearers, designation & contact details of the organization.

D. Documents Enclosed:

- i) Copy of registration / incorporation of SRO
- ii) Copy of code of Conduct or Guidelines or similar document
- iii) List of MahaRERA registered projects among the Members
- iv) Any other document required

I, solemnly affirm and declare that, the particulars given herein are correct to the best of my knowledge and belief. I, on behalf of Self-Regulatory Organization hereby confirm that, the Governing Norms of our Organization are not in conflict with rules, regulations, circulars and orders of MahaRERA. I also undertake to comply with the requirements of MahaRERA and such other conditions and terms as specified by MahaRERA from time to time.

Yours Faithfully,

Signature of Authorized Signatory with Name & Designation

(On behalf of _____ Name of Applicant)

FORM 'B'

INTIMATION OF VERIFICATION OF APPLICATION OF SRO

To,

You are hereby informed that, your application for registration of SRO has been verified and found to be complete as per terms and conditions of MahaRERA.

You are hereby requested to pay the registration fees of Rs. 10,000/- through online payment at following bank account:

Name of Account Holder _____
Type of Account _____
Name of the Bank _____
IFSC Number _____
Branch Name _____

Kindly confirm through Email on payment of registration fees

OR

You are hereby informed that your application for registration of SRO has been verified and following insufficiencies were found:

- 1) _____
- 2) _____

You are requested to kindly submit revised application having addressed above mentioned insufficiencies.

Place:

Dated:

Signature and seal of Authorized Officer
Maharashtra Real Estate Regulatory Authority

FORM 'C'

REGISTRATION CERTIFICATE FOR SELF-REGULATORY ORGANIZATION

This Registration Certificate bearing No. _____ is granted to _____ having its registered office at _____ as a Self-Regulatory Organization for Promoters whose projects are registered with Maharashtra Real Estate Regulatory Authority (MahaRERA).

This registration is valid for a period of five years commencing from _____ and ending with _____.

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

- a) The SRO shall encourage its members to comply with the provisions of the Act, applicable rules, regulations, orders or circulars issued by the MahaRERA from time to time.
- b) The SRO shall be responsible to carry out educational activities thereby creating awareness among its members.
- c) The SRO shall specify the standards of conduct for its members and shall ensure the implementation of the same by its members.
- d) The Governing Norms of SRO should not be in conflict with rules, regulations, circulars and orders of MahaRERA.
- e) The SRO shall discharge such other functions as may be specified by the MahaRERA from time to time.

If the above mentioned conditions are not fulfilled by the SRO, MahaRERA may take necessary action against the SRO including revoking the registration granted herein.

Dated:

Place:

Signature and Seal of Authorized Officer
Maharashtra Real Estate Regulatory Authority

FORM - 1

ARCHITECT'S CERTIFICATE

(To be submitted on the letter head at the time of Registration of Ongoing Project and for withdrawal of Money from Designated Bank Account for-Building/Wing wise)

To,

Date:

The _____ (Name & Address of Promoter),

Subject: Certificate of Percentage of Completion of Construction Work of _____ Building(s) _____ Wing(s) of the _____ Building /Phase of the Project [RERA Registration Number] situated on the Plot bearing C.N. No / CTS No. / Survey no. Final Plot no. _____ demarcated by its boundaries (latitude and longitude of the end points) _____ to the North _____ to the South _____ to the East _____ to the West of Division _____ Village _____ Taluka _____ District _____ City _____ PIN _____ admeasuring _____ sq. mts. area being developed by [Promoter's Name] _____

Ref : RERA Registration Number _____

Sir,

I/ we _____ have undertaken assignment as Architect / Licensed Surveyor for certifying Percentage of Completion of Construction Work of the _____ Building(S)/ _____ Wing(s) of the Building / Phase of the Project, situated on the plot bearing C. N. No/ CTS No. Survey no. / Final Plot no _____ of Division _____ village _____ taluka _____ District _____ City _____ PIN _____ admeasuring _____ sq. mts. area being developed by [Promoter's Name] _____

1. Following technical professionals are appointed by the Owner / Promoter:-

- (i) M/s. / Shri / Smt. _____ as Architect / L.S.
- (ii) M/s. / Shri / Smt. _____ as Structural Consultant
- (iii) M/s. / Shri / Smt. _____ as MEP Consultant
- (iv) M/s. / Shri / Smt. _____ as Site Supervisor

Based on Site Inspection, with respect to each of the Building / Wing of the aforesaid Real Estate Project, I certify that as on the date of this certificate, the Percentage of Work done for each of the building / Wing of the Real Estate Project as registered vide number _____ under RERA is as per Table-A herein below. The percentage of the work executed with respect to each of the major activity of the Building / Wing and Overall Percentage of the work done with respect to each Building / Wing is detailed in the Table B.

TABLE - A

Sr. No.	Tasks / Activity	Parentage
1	Excavation	
2	Plinth	
3	RCC - ___ out of ___ number of Slabs of Super Structure	
4	Masonry/ walls - Completed Till 5 floors	
5	Internal Plaster –Completed Till 4 floors	
6	External Plaster, elevation- In progress	
7	Flooring within Flats / Premises in progress on ___ floor	
8	Door and Windows to each of the Flat / Premises	
9	External plumbing down take Lines, CP/ Sanitary Fitting within the Flats / Premises - Electrical Fitting within the Flats / Premises,	

10	Electrical switches and wiring inside apartment	
11	Painting	
12	Staircases, Lifts Wells and Lobbies at each floor level connecting Staircases and Lifts Overhead and Underground Water Tanks	
13	Completion of terraces with waterproofing of the Building	
14	Installation of lifts	
16	Fire Fighting Fittings and Equipment's as per CFO NOC	
17	Electrical fittings to Common Areas, water pumps, electro - mechanical equipment's	
18	Finishing of entrance lobby/s, paving of areas appurtenant to Building, Compound Wall and all other requirements as may be required to obtain Occupation / Completion Certificate	

TABLE - B

Internal & External Development Works in Respect of the project

S. No.	Common Roads and Facilities, Amenities	Proposed (Yes/No)	Percentage of Work done	Details
1	Side margin pavement			
2	Water Supply			
3	Sewerage (chamber, sewage lines), Storm Water Drains			
4	Landscaping & Tree Planting			

5	Common area Lighting			
6	Water conservation, Rain water harvesting			
7	Fire protection and fire safety requirements			
8	Electrical meter room, sub-station, receiving station			

Yours Faithfully

Signature & Name (IN BLOCK LETTERS) of Architect/ Licensed Surveyor

(License no.....)

FORM - 2

ENGINEER'S CERTIFICATE

(To be submitted on the letter head at the time of Registration of Ongoing Project and for withdrawal of Money from Designated Bank Account - Project wise)

To

Date:

The _____ (Name & Address of Promoter),

Subject: Certificate of Cost Incurred for Development of [Project Name] for Construction Work of _____ Building(s) / _____ Wing(s) of the _____ Building situated on the Plot bearing C. N. No / CTS No. / Survey no. / Final Plot no. _____ demarcated by its boundaries (latitude and longitude of the end points) _____ to the North _____ to the South _____ to the East _____ to the West of Division _____ Village _____ Taluka _____ District _____ City, _____ PIN _____ admeasuring _____ sq. mts. area being developed by [Promoter] _____

Ref.: RERA Registration Number _____

Sir,

I/ we _____ have undertaken assignment of certifying Estimated Cost for the Subject Real Estate Project proposed to be registered under RERA, being _____ Building(s)/ _____ Wing(s) of the _____ Building situated on the plot bearing C. N. No/ CTS No. Survey no. / Final Plot no _____ of Division _____ Village _____ Taluka _____ District _____ City, _____ PIN _____ admeasuring _____ sq. mts. area being developed by [Owner / Promoter] _____

1. Following technical professionals are appointed by Owner / Promoter:-

- (i) M/s. / Shri / Smt. _____ as Architect / L.S.
- (ii) M/s. / Shri / Smt. _____ as Structural Consultant
- (iii) M/s. / Shri / Smt. _____ as MEP Consultant
- (iv) M/s. / Shri / Smt. _____ as Site Supervisor

2. We have estimated the cost of the completion to obtain Occupation Certificate / Completion Certificate, of the Civil, MEP and Allied works, of the Building(s) of the project. Our estimated cost calculations are based on the Drawings / plans made available to us for the project under reference by the Developer and Consultant and the Schedule of times and quantity for the entire work as calculated by _____ Site Engineer / Quantity Surveyor appointed by Developer/ Engineer, and the assumption of the cost of material, labors and other inputs made by developer, and the site inspection carried out by us.

3. We estimate Total Estimated Cost of completion of the building(s) of the aforesaid project under reference as Rs. _____. The estimated Total Cost of project is with reference to the Civil, MEP, and allied works required to be completed for the purpose of obtaining occupation certificate / completion certificate for the building(s) from the _____ being the Planning Authority under whose jurisdiction the aforesaid project is being implemented.

4. The Estimated Cost Incurred till date is calculated at Rs. _____ (Rs. _____ only). The amount of Estimated Cost Incurred is calculated on the base of amount of Total Estimated Cost.

5. The Planning cost of Completion of the Civil, MEP and Allied works of the Building(s) of the subject project to obtain Occupation Certificate / Completion Certificate from _____ (planning Authority) is estimated at Rs. _____ (Rs. _____ only).

6. I, certify that the Cost of the Civil, MEP and allied work for the aforesaid Project as completed on the date of this certificate is as given in **Table A and B** below:

TABLE - A

Building / Wing bearing Number _____ or called _____ (to be prepared separately for each Building / Wing of the Real Estate Project)

Sr. No.	Particulars	Amounts
1	Total Estimated cost of the building/wing as on _____ date of Registration is	Rs. _____/-
2	_____ (based on the Estimated cost)	Rs. _____/-
3	Work done in Percentage (as Percentage of the estimated cost)	_____ %
4	Balance Cost to be Incurred (Based on Estimated Cost)	Rs. _____/-
5	Cost Incurred on Additional / Extra Items as on _____ not included in the Estimated Cost (Annexure A)	Rs. _____/-

TABLE - B

(To be prepared for the entire registered phase of the Real Estate Project)

Sr. No.	Particulars	Amounts
1	Total Estimated cost of the Internal and External Development Works including amenities and Facilities in the layout as on _____ date of Registration is	Rs. _____/-
2	Cost incurred as on _____ (based on the Estimated cost)	Rs. _____/-
3	Work done in Percentage (as Percentage of the estimated cost)	_____ %

4	Balance Cost to be Incurred (Based on Estimated Cost)	Rs. _____/-
5	Cost Incurred on Additional / Extra Items as on _____ not included in the Estimated Cost (Annexure A)	Rs. _____/-

Yours Faithfully

Signature and Name of Structural Engineer (in block letters)

(Licence No.....)

FORM - 2A

[See MahaRERA Order No. of 2018]

**SITE ENGINEER'S CERTIFICATE FOR QUALITY ASSURANCE
(Site Supervisor's Certificate)**

(To be uploaded quarterly)

To,

The _____ (Name & address of Promoter),

QUALITY ASSURANCE CERTIFICATE

(Certificate no. _____ for the quarter ending _____)

Subject : Certificate for quality of materials used and quality of Construction and workmanship for the Work of ___ No. of Building(s)/ _____ Wings(s) of the _____ Phase of the project situated on the plot bearing C. S. No./C.T.S. No./ Survey No./Final plot no. _____ demarcated by its boundaries (latitude and longitude of the end points) _____ to the North _____ to the South _____ to the East _____ to the West of Division _____ village _____ taluka _____ District _____ City _____ PIN _____ admeasuring _____ sq.mtrs. area being developed by [Promoter's Name _____]

Reference: MahaRERA Registration Number: _____

Sir,

I/ We _____ have undertaken an assignment of supervision of this real estate project.

My / Our Responsibility:-

To carry out the work in accordance with the development permission and as per the approved plan and submit certificate of supervision of work and to carry out material testing in-situ or in the authorized laboratory and to ensure quality of work and

1. Material Testing:-

I/ We have applied following mandatory checks on the basic materials, used in the construction.

i. Cement -

It has been tested for its fineness, soundness, setting time, compressive strength etc. as per IS code 3535:1986 or as per other relevant IS/85/NBC code, or as per industry standards and its results are within the permissible limits.

ii. Coarse aggregate -

It has been tested, for deleterious materials, clay lumps, crushing value, impact value as per IS 243011986 or as per other relevant IS/BS/NBC code or as per industry standards and its results are within the permissible limits.

iii. Bricks/ blocks -

They have been tested for water absorption, crushing strength etc. as per IS 5454:1978 or as per other relevant IS/85/NBC code or as per industry standards and its results are within permissible limits.

iv. Concrete/Ready-mix Concrete -

It has been tested for compressive strength for various periods as per 15 456:2000 and IS 1199 or as per other relevant IS/BS/NBC codes, as per industry standards and its results are within permissible limits.

v. Steel for concrete -

It has been tested as per IS 2062:2011 or as per other relevant IS/BS/NBC code or as per industry standards for tensile strength, elongation and gauge length etc. and its results are within permissible limits.

vi. Testing of Other materials -

Other materials like sand, crushed sand, floor tiles, fixtures and fittings, pipes and sanitary fittings etc. (List out all items) used in this project conform to relevant IS/BS/NBC code or as per standards laid down by the industry for a particular material.

2. Workmanship:-

I/ we hereby certify that work has been carried out under our supervision. We further certify that workmanship and quality is satisfactory and up to the mark and the work has been acceptable within the permissible limits of deviations as per relevant code of practice.

3. Electrical Materials and workmanship:-

Works of all the electrical wiring/connections/lift installation/other electrical installations have been carried out under authorized/registered electrical engineer and its records has been maintained. The materials used conform to the relevant IS/ BS/ National Building Codes or as per industry standards.

4. Structural engineer:-

Promoter has engaged structural engineer Mr. _____ having Licenses no. _____ having office tel. no. _____ cell no. _____.

The structural design of buildings in this project has been done under his supervision. He has checked the soil report before laying PCC for foundation in consultation with soil consultant. The formwork and concrete mix design has been done as per IS 10262:2009 or as per other relevant codes as applicable. His periodic checks and certificates for STABILITY and SAFETY have been kept on record.

5. Preservation of records:-

Record of all test results of this project have been properly kept in the prescribed formats and will be preserved at least up to the defect liability period or for the period as required by any other provision of law.

6. Please specify materials or any other item of work which were not conforming to the standard specifications and which were not rejected as under _____

Yours Faithfully

(Name &Signature of Site Engineer / Supervisor)

License No. _____

Phone No. _____

Place:

Date:

FORM - 3
[see Regulation 3]

CHARTERED ACCOUNTANT'S CERTIFICATE (On Letter Head)
(FOR REGISTRATION OF A PROJECT AND SUBSEQUENT
WITHDRAWAL OF MONEY)

To,

_____ (Name & Address of Promoter)

Subject: Cost of Real Estate Project (Project Details) _____

Ref.: MahaRERA Registration Number _____

Sr. No.		Particulars	Amount Estimated (In Rs.)	Amount Incurred (In Rs.)
1	i)	Land Cost:		
	a.	Acquisition Cost of Land or Development Rights, lease Premium, lease rent, interest cost incurred or payable on Land Cost and legal cost.		
	b.	Amount of Premium payable to obtain development rights, FSI, additional FSI, fungible area, and any other incentive under DCR from Local Authority or State Government or any Statutory Authority.		
	c.	Acquisition cost of TDR (if any).		
	d.	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		

		e.	Land Premium payable as per annual statement of rates (ASR) for re-development of land owned by public authorities.		
		f.	Under Rehabilitation scheme:		
		i)	Estimated construction cost of rehab building including site development and infrastructure for the same as certified by Engineer.		
		ii)	Actual Cost of construction of rehab building incurred as per the books of accounts as verified by the CA.		
			Note: (For total cost of construction incurred, Minimum of (i) and (ii) is to be considered.		
		iii)	Cost towards clearance of all or any encumbrances including cost for providing temporary transit accommodation or rent in lieu of Transit Accommodation, overhead cost.		
		iv)	Cost of ASR linked premium, fees, charges and security deposits or maintenance deposit, or any amount whatsoever payable to any authorities towards and in project of rehabilitation.		
			Sub-Total of LAND COST		
	ii)		<u>Development Cost / Cost of Construction:</u>		
		a)	(i) Estimated Cost of Construction as certified by Engineer.		

		<p>ii) Actual Cost of Construction incurred as per book of Accounts as verified by the CA</p> <p>Note: (for adding to total cost of construction incurred, minimum of (i) or (ii) is to be considered.)</p>		
		<p>iii) a] On site expenditure for development of entire project excluding cost of construction as per (ii) above i.e. salaries, consultants fee, site overheads, cost of services (including water, electricity, sewerage), cost of machineries and equipment including its hire and maintenance costs, consumable, etc.</p> <p>All costs are directly incurred to complete the construction of the building / wings of the project registered.</p>		
		<p>iii) b] Payment of taxes, cess, fee , charges, premiums, interest, etc., made to any statutory authority.</p>		
		<p>iii) c] Principal sum and interest payable to financial institutions, scheduled banks, non-banking financial institution (NBFC) or money lenders on construction funding or money borrowed for construction.</p>		
		Sub-Total of Development Cost		
2.		<p>Total Estimated Cost of the Real Estate Project [1(i) + 1(ii)] of Estimated Columns</p>		
3.		<p>Total Cost Incurred of the Real Estate Project [1(i) + 1(ii)] of Incurred Columns</p>		
4.		<p>% of completion of Construction Work (as per Project Architect's Certificate)</p>		

5.			Proportion of the Cost incurred on Land and Construction Cost to the Total Estimated Cost. (Sr.3 / Sr.2 %)	
6.			Amount Which can be withdrawn from the Designated Account Total Estimated Cost * Proportion of cost incurred (Sr. number 2 * Sr. number 5)	
			Less: Amount withdrawn till date of this certificate as Per the Books of Accounts and Bank Statement.	
7.			Net Amount which can be withdrawn from the Designated Bank-Account under this certificate.	

This certificate is being issued for MahaRERA compliance of _____ Promoter/ Company Name) and is based on the records and documents produced before me and explanations provided to me by the management of the Company.

Yours Faithfully

Name _____

Signature of Chartered Accountant

(Membership Number)

..... Cont.

(ADDITIONAL INFORMATION FOR ONGOING PROJECT)

1. Estimated Balance Cost to Complete the Real Estate Project (Difference of Total Estimated Project cost less Cost incurred) (calculated as per the Form IV).

2. Balance amount of receivables from sold apartments as per Annexure A, to this certificate (as certified by Chartered Accountant as verified from the record and books Of Accounts)

3.(i) Balance Unsold area

(to be certified by Management and to be verified by CA from the records Books of Accounts)

(ii) Estimated amount of sales proceeds in respect of unsold apartments (calculated as per ASR multiplied to unsold area as on the date of Certificate, to be calculated and certified by CA)

As per Annexure A to this certificate

4. Estimated receivables of ongoing project. Sum of 2 + 3(ii)

5. Amount to be deposited in Designated Account - 70% or 100%

If, 4 is greater than 1, then 70% of the balance receivable of ongoing Project will be deposited in designated Account

If, 4 is lesser than 1, then 100% of the balance receivable of ongoing Project will be deposited in designated Account

This certificate is being issued for RERA compliance for _____ (Company Promoter's Name) and is based on the records and documents produced before me and explanations provided to me by the management of the Company.

Yours Faithfully

Name _____

Signature of Chartered Accountant
(Membership Number)

..... Cont.

Annexure - A

Statement for calculation of Receivables from the Sales of the Ongoing Real Estate Project **Sold Inventory**

Residential:

Sr. No.	Flat No.	Carpet Area (In sq.mts.)	Unit Consideration as per Agreement /Letter of Allotment	Received Amount	Balance Receivable
	Total				

Commercial:

Sr. No.	Office No	Carpet Area (In sq. mts.)	Unit Consideration as per Agreement /Letter of Allotment	Received Amount	Balance Receivable
	Total				

..... Cont.

(Unsold Inventory Valuation)

Ready Reckoner Rate as on date of Certificate
of the Residential / Commercial premises Rs. _____ per Sq. Mt.

Residential

Sr. No.	Flat No.	Carpet Area (in sq.mts.)	Unit Consideration as per Read Reckoner Rate (ASR)
	Total		

Commercial

Sr. No.	Office / Shop No	Carpet Area (in sq.mts.)	Unit Consideration as per Read Reckoner Rate (ASR)
	Total		

(TO BE USED WHERE O.C. IS GRANTED)

FORM - 4

ARCHITECT'S CERTIFICATE

(To be issued on completion of each of the Building/ Wing)

To

Date:

The _____ (Name & Address of Promoter),

Subject: Certificate of Completion of Construction Work of _____ Building(s)
_____ Wing of the Building of the project [RERA Registration Number]
situated on the Plot bearing C. N. No / CTS No. / Survey no. / Final Plot no
_____ demarcated by its boundaries (latitude and longitude of the end points)
_____ to the North _____ to the South _____ to the East _____ to the West of
Division _____ Village _____ Taluka _____ District _____
City _____ PIN _____ admeasuring _____ sq.mts.
area being developed by [Promoter's Name]

Ref: MahaRERA Registration No.: _____

Sir,

I/ We _____ have undertaken assignment as Architect / licensed
Surveyor of certifying Completion of Construction Work of _____
Building/ _____ Wing of the Building situated on the Plot bearing C. N. No.
/ CTS No. / Survey no. / Final Plot no. _____ of Division _____
Village _____ Taluka _____ District _____ City _____
PIN _____ admeasuring _____ sq. mts. area being
developed by _____ [Promoter's Name]

2. Following technical professionals are appointed by Owner / Promoter:-

(i) M/s. / Shri / Smt. _____ as Architect / L.S.

(ii) M/s. / Shri / Smt. _____ as Structural Consultant

(iii) M/s. / Shri / Smt. _____ as MEP Consultant

(iv) M/s. / Shri / Smt. _____ as Site Engineer/ Supervisor

3. Based on Completion Certificate received from Structural Engineer and Site Supervisor; and to the best my/our knowledge I/We hereby certify that _____ Building / _____ Wing of the Building has been completed in all aspects and is fit for occupancy for which it has been erected / constructed and enlarged.

The _____ Building / _____ Wing of the building is granted Occupancy Certificate / Completion Certificate bearing number _____ dated _____ by _____ (Local Planning Authority)

Yours Faithfully

Name & Signature of Architect / Licensed Surveyor (in block letters)
(Registration / License No. _____)

(TO BE USED WHERE O.C. IS PENDING)

FORM - 4

ARCHITECT'S CERTIFICATE

(To be issued on completion of each of the Building/ Wing)

To

Date:

The _____ (Name & Address of Promoter),

Subject: Certificate of Completion of Construction Work of _____ Building(s)
_____ Wing of the Building of the project [RERA Registration Number]
situated on the Plot bearing C. N. No. / CTS No. / Survey no. / Final Plot no.
_____ demarcated by its boundaries (latitude and longitude of the end points)
_____ to the North _____ to the South _____ to the East _____ to the West of
Division _____ Village _____ Taluka _____ District _____
City _____ PIN _____ admeasuring _____ sq.mts.
area being developed by [Promoter's Name]

Ref : MahaRERA Registration No.: _____

Sir,

I/ we _____ have undertaken assignment as Architect / licensed
Surveyor of certifying Completion of Construction Work of _____
Building/ _____ Wing of the Buildingsituated on the Plot bearing C. N. No
/ CTS No. / Survey no. / Final Plot no _____ of Division _____
Village _____ Taluka _____ District _____ City _____
PIN _____ admeasuring _____ sq. mts. area being
developed by [Promoter's Name] _____

2. Following technical professionals are appointed by Owner / Promoter:-

- (i) M/s. / Shri / Smt. _____ as Architect / L.S.
- (ii) M/s. / Shri / Smt. _____ as Structural Consultant
- (iii) M/s. / Shri / Smt. _____ as MEP Consultant
- (iv) M/s. / Shri / Smt. _____ as Site Engineer /Supervisor

3. Based on Completion Certificate received from Structural Engineer and Site Supervisor; and to the best my/our knowledge I/We hereby certify that _____ Building / _____ Wing of the Building has been completed in all aspects and is fit for occupancy for which it has been erected / constructed and enlarged.

The application for Occupation Certificate for the said _____ Building /Wing is submitted to the Municipal Corporation _____ (Local Planning Authority) on _____, and the same is pending.

Yours Faithfully

Name & Signature of Architect / Licensed Surveyor (in block letters)
(Registration / License No. _____)

FORM - 5

(See Regulation No. 4)

ANNUAL REPORT ON STATEMENT OF ACCOUNTS

**(ON THE LETTER HEAD OF CHARTERED ACCOUNTANT WHO IS STATUTORY AUDITOR
OF PROMOTER'S COMPANY / FIRM)**

To,

Date:

_____ Name & Address of Promoter

Subject: Report on Statement of Accounts on project fund utilization and withdrawal by [Promoter] for the period from _____ to _____ with respect to Project [name] _____

Ref: MahaRERA Registration Number _____

1. This certificate is issued in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016 read along with 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, 2017.

2. I/We have obtained all the necessary information and explanation from the Company, during the course of our audit, which in my/our opinion are necessary for the purpose of this certificate.

3. I/We hereby confirm that I/We have examined the prescribed registers, books and documents, and the relevant records of [Promoter] for the period ended _____ and hereby certify that:

i) M/S. _____ (Promoter) have completed ____% of the project titled _____ (name), Registration No. _____ located at _____

ii) Amount collected during the year for this project is Rs. _____
and amount collected till date is Rs. _____

iii) Amount withdrawn during the year for this project is Rs. _____
and amount withdrawn till date is Rs. _____

4. I/We certify that the [Name of the Promoter] has utilized the amounts the amounts collected for [Name of the project] only for that project and the withdrawal from the designated bank account(s) of the said project has been in accordance with the proportion to the percentage of completion of the project. (If not, specify the amount withdrawn in excess of eligible amount or any other exceptions _____)

(Signature and Stamp/Seal of the Signatory)
(Chartered Accountant)

Place:

Date:

Name of the Signatory _____

Full Address _____

Membership No. _____

Contact No. _____

Email ID _____

**(MODEL FORM OF AGREEMENT TO BE ENTERED INTO BETWEEN
PROMOTER AND ALLOTTEES)**

(See rule 10(1))

EXPLANATORY NOTE

This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respective 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 Agreement executed between the Promoter and Allottee. Any clause in this agreement found contrary to or inconsistent with any provisions of the Act, Rules and Regulations would be void ab initio.

MODEL FORM OF AGREEMENT TO SALE

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 bearing Survey No. lying and being survey no. 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 project 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 bearing situate at, admeasuring sq. mts. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land") at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/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 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 project 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)

- (ii) Any covenants affecting the said property.

- (iii) Any impediments attached to the said property.
- (iv) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.
- (v) Details of illegal encroachment on the said property.
- (vi) 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.
- (vii) 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 project land in accordance with the recitals hereinabove;

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

AND WHEREAS the Promoter has proposed to construct on the project 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 of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; authenticated copy is attached in Annexure 'F';

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 has sole and exclusive right to sell the Apartments in the said building/s to be constructed by the Promoter on the project land and to enter into Agreement/s with the allottee(s)/s of the Apartments to receive the sale consideration in respect thereof;

AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project 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 and Regulations made thereunder;

AND WHEREAS the authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated 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 project land on which the Apartments are constructed or are to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

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

AND WHEREAS the authenticated 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 as Annexure C-2,

AND WHEREAS the authenticated copies of the plans and specifications of the Apartment agreed to be purchased by the Allottee, as sanctioned and approved by the local authority have been annexed and marked as Annexure- D.

AND WHEREAS the Promoter has got some of the approvals from the concerned local authority(s) to 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 Occupancy 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 project land and the said building and upon due observance and performance of which only the completion or occupancy certificate 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 meters 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, the Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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 consideration of the Apartment agreed to be sold by the Promoter to the Allottee as advance payment 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 consideration in the manner hereinafter appearing.

AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 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 with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable).

NOW THEREFORE, THIS AGREEMENT WITNESSETH 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 project 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 of 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 to change in law.

1(a) (i) The allottee hereby agrees to purchase from the promoter and the promoter hereby agrees to sale to the allottee the apartment no. of type of carpet area admeasuring sq.mts. on floor in the building _____ /wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 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 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 common areas and facilities and parking spaces should be shown separately).

1(a) (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. _____ /-.

1(a) (iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. ____ situated at _____ Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. _____ /-.

1(b) The total aggregate consideration amount for the apartment including garages/covered 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 advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ /- (Rs. _____) in the following manner :

- (i) Amount of Rs. /- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.
- (ii) 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.
- (iii) 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.
- (iv) 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.

- (v) 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.
- (vi) 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 & environment requirements, entrance lobby/s, plinth protection, paving of areas appertain & 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 occupancy 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 equal installments payable by the Allottee by discounting such early payments @ annum for the period by which the respective installment has been proponed. 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, subject to a variation cap of three percent. The total price payable for 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 additional amount 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 meter as agreed in Clause 1(a) 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 installments mentioned in the sub clause (ii) and (iii) shall be further sub-divided into multiple installments 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 occupancy and/or completion certificates in respect of the Apartment.

2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall 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 installment 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 project 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 project 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.

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment 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.

4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 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 three defaults of payment of installments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail 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 rectify 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.

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 thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

5. The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure-'E', annexed hereto.

6. 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 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

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) war, civil commotion or act of God;
- (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

7.1 Procedure for taking Possession: The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement 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 fulfillment 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.

7.2 The Allottee shall take possession of the Apartment within 15 days of the written notice from the promoter to the Allottee intimating that the said Apartments are ready for use and occupancy:

7.3 Failure of Allottee to take Possession of the [Apartment/ Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, 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 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 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 structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, 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 Promoter, compensation for such defect in the manner as provided under the Act.

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 vehicle.

8. The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association 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 registration of the Society or Association 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 organization 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.

9.1 The Promoter shall, within three months of registration of the Society or Association 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.

9.2 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 project land on which the building with multiple wings or buildings are constructed.

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. 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 Allottees 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 Society or the Limited Company, as the case may be.

10. 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

11. 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.

12. 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 project 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.

13. 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 project land; as declared in the title Report annexed to this Agreement and has requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project 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 project 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 project 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, project 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, project 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, project 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 project 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 area 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 project land and/or the Project except those disclosed in the title report.

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

- i. To maintain the Apartment at the Allottees 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 color 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, Pardees 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 project 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 project 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 for 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.
- 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 occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings 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 project 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 project land or any part thereof to view and examine the state and condition thereof.

15. 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 association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

16. 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 project land is transferred to the Apex Body/ Federation as hereinbefore mentioned.

17. 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/ plot] 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].

18. 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 15 (fifteen) 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.

19. ENTIRE AGREEMENT: This Agreement, along with its schedules and annexures, 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.

20. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

21. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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.

22. **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.

23. **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 in proportion to the carpet area of the [Apartment/ Plot] to the total carpet area of all the [Apartments/ Plots] in the Project.

24. **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.

25. **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. 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 _____.

26. 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.

27. 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. and notified Email ID/Under Certificate of Posting at their respective addresses specified below:

M/s. / Mr. _____ Name of Allottee
_____ (AllotteesAddress)

Notified Email ID: _____

M/s. / Mr. _____ 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.

28. **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.

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

30. **Dispute Resolution:** Any dispute between parties shall be settled amicably. In case of failure to settle the dispute amicably, which shall be referred to the _____ Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

31. **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.

Second Schedule Above Referred to

Here set out the nature, extent and description of common areas and facilities.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

in the presence of WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Cont....

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign
across the
Photograph

WITNESSES:

Name _____

Signature _____

Name _____

Signature _____

Note - Execution clauses to be finalized 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 / Plot

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

(Authenticated 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 project land).

ANNEXURE - C-1

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

ANNEXURE - C-2

(Authenticated 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

(Authenticated 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).

ANNEXURE - F

(Authenticated copy of the Registration Certificate of the Project granted by the Real Estate Regulatory Authority).

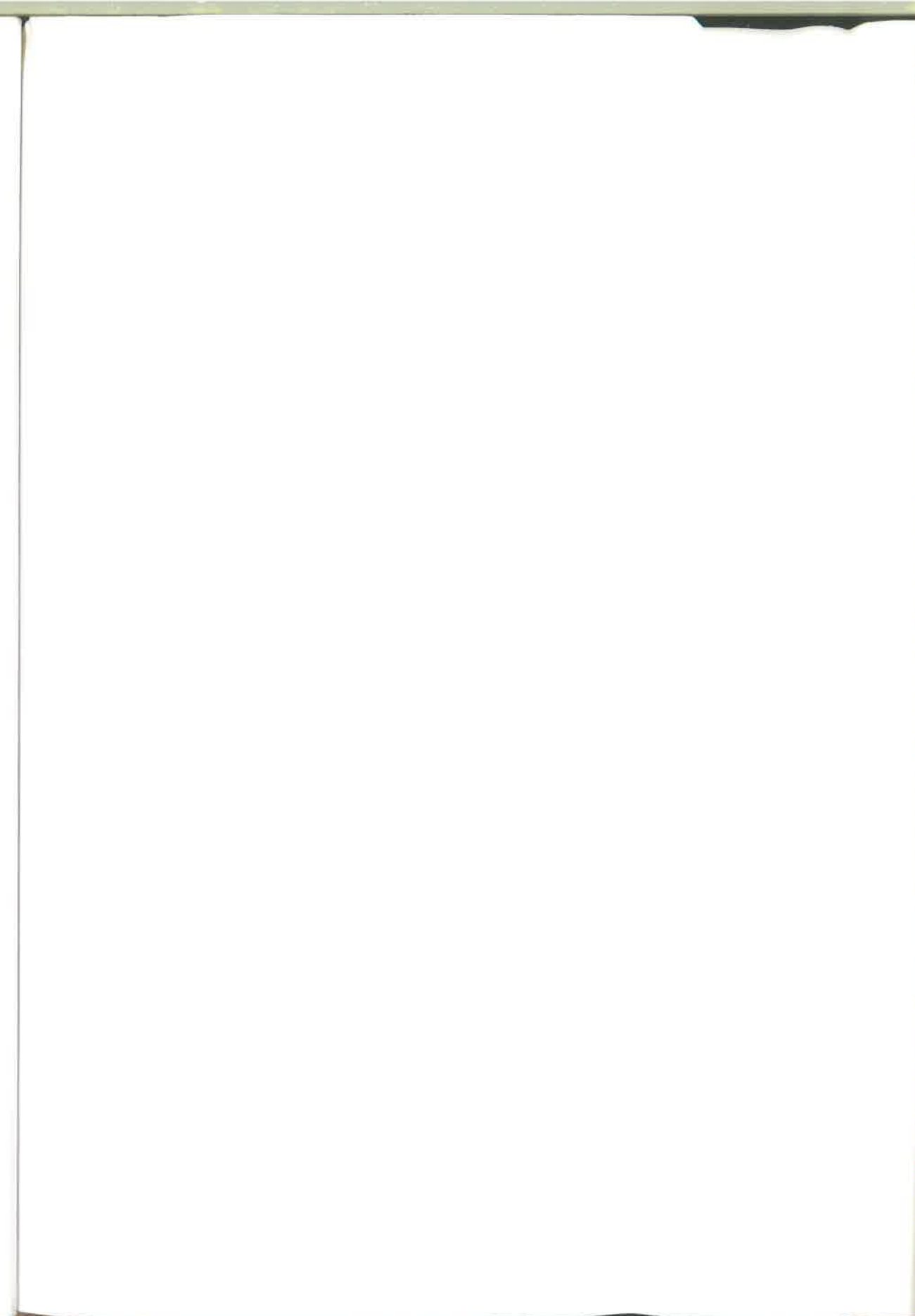
Received of and from the Allottee above named the sum of Rupees on execution of this agreement towards Earnest Money Deposit or application fee

I say received.

The Promoter/s.

Notes

Notes



PEATA'S PRIDE PUBLICATIONS

- 1980 : THEME DOCUMENTS : REPAIR BOARD : ACTIVITIES, PROBLEMS AND SOLUTIONS
- 1981 : THEME DOCUMENTS : PLANNING, EXECUTION & MAINTENANCE
- 1982 : THEME DOCUMENT ON VALUATION
- 1983 : THEME DOCUMENT : REVISED DEVELOPMENT PLAN AND DEVELOPMENT CONTROL RULES FOR GR. MUMBAI
- 1984 : THEME DOCUMENT ON DETAILING OF R.C.C. STRUCTURES
- 1986 : GREEN BOOK : CODE OF CONDUCT & PRACTICE FOR ALL COMPONENT AGENCIES OF BUILDING INDUSTRY
- 1987 : THEME DOCUMENT ON SAFTY MANAGEMENT
- 1988 : BUILDING PROPOSAL MANUAL : JOINT VENTURE OF MCGM & PEATA
- 1989 : THEME DOCUMENT : HOUSING OPPERTUNITIES, PROPERTIES AND EVOLUTION OF SOLUTIONS.
- 1992 : THEME DOCUMENT ON D.C.R. 1991 : RESULTS, REVIEWS & REMEDIES
- 1997 : BUILDING PROPOSAL MANUAL : 1ST REVISION-1997 (4TH EDITION)
- 1997 : THEME DOCUMENT ON PROFESSIONAL PRACTISE FOR ARCHITECTS
- 1998 : HAND BOOK & GUIDE ON : D.C. REGULATINS 1991 (6TH EDITION)
- 1999 : HAND BOOK & GUIDE ON : FIRE SAFETY IN HIGH RISE BUILDINGS
- 2000 : HAND BOOK & GUIDE ON : REAL ESTATE TRANSACTIONS, REDEVELOPMENT OF SOCIETY BUILDINGS : 4THEDITION
- 2003 : HAND BOOK & GUIDE ON SITE SUPERVISION (2ND EDITION)
- 2003 : PEATA (I) PARIVAR : DIRECTORY OF PEATA MEMBERS (NOW UPDATED)
- 2004 : HANDBOOK & GUIDE ON : SLUM REHABILITATION SCHEMES IN GR. MUMBAI
- 2009 : HANDBOOK & GUIDE ON : WORKING OF DEVELOPMENT PLAN DEPARTMENT OF MCGM (JOINT VENTURE OF MCGM & PEATA)
- 2010 : COMPILATION OF CIRCULARS UP-TO-DATE
- 2012 : HAND BOOK & GUIDE : IN WONDERLAND OF VALUATION PRACTICE
- 2012 : मुंबईचा पाणीपुरवठा किती खर्चाचा किती कष्टाचा
- 2012 : गृहनिर्माणसंस्थेच्या इमारती : देखभाल आणि पुनर्विकास
- 2012 : माहिती अधिकार : जनहित याचिका : लोकअदालत
- 2014 : HAND BOOK - CONTRACT : DISPUTES: ARBITRATION: CONCILIATION: MEDIATION:
- 2014 : HAND BOOK & GUIDE : ENVIRONMENTAL CLEARANCE
- 2018 : DCPR 2034
- 2020 : ROLE & RESPOSIBILITIES OF COMPONENT AGENCIES UNDER MahaRERA



**Practising Engineers Architects and
Town Planners Association (India)**

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