



# महाराष्ट्र शासन राजपत्र

## भाग चार-क

वर्ष ५, अंक ३३]

गुरुवार ते बुधवार, ऑक्टोबर १०-१६, २०१९/अश्विन १८-२४, शके १९४१

[पृष्ठे १७

[ किंमत : रुपये ६.०० ]

### प्राधिकृत प्रकाशन

महाराष्ट्र शासनाव्यतिरिक्त इतर वैधानिक प्राधिका-यांनी तयार केलेले (भाग एक, एक-अ व एक-ल यांमध्ये प्रसिद्ध केलेले वैधानिक नियम व आदेश यांव्यतिरिक्त इतर) वैधानिक नियम व आदेश ; यात भारत सरकार, उच्च न्यायालय, पोलीस आयुक्त, आयुक्त (राज्य उत्पादन शुल्क), जिल्हादंडाधिकारी व निवडणूक आयोग, निवडणूक न्यायाधिकरण, निवडणूक निर्णय अधिकारी व निवडणूक आयोगाखालील इतर प्राधिकारी यांनी तयार केलेले वैधानिक नियम व आदेश यांचा समावेश होतो.

### MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

'A' Wing, Slum Rehabilitation Authority Building,  
Prof. Anant Kanekar Road, Bandra (East),  
Mumbai 400 051 dated 3rd October 2019

### MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY (GENERAL) (AMENDMENT) REGULATIONS, 2019

Whereas, Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interests and disclosures on website) (Amendment) Rules, 2019 were issued by Government of Maharashtra on 6th June 2019. Therefore, in consonance with amendment in Rules, it was felt necessary to amend the Maharashtra Real Estate Regulatory Authority (General) Regulations 2017.

In exercise of the powers conferred on it under sub-sections (1) and clause (i) of sub-section (2) of Section 85 of the Real Estate (Regulations and Development) Act, 2016 and of all other powers enabling it in that behalf, the Maharashtra Real Estate Regulatory Authority, hereby makes the following Regulations to amend the Maharashtra Real Estate Regulatory Authority (General) Regulations 2017, namely:

1. *Title and Commencement* :— (1) These regulations may be called the Maharashtra Real Estate (Regulatory Authority (General) (Amendment) Regulations 2019.

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

2. *Principal Regulations* .— These regulations amend the Maharashtra Real Estate Regulatory Authority (General) Regulations 2017 (hereinafter referred to as the principal regulations).

3. In regulation 2 of the Principal Regulations, in clause (a), after sub-clause (v), the following sub-clause shall be inserted, namely :—

(v-a) “incurred” means amount of product or service received , creating a debt in favour of a seller or supplier and shall also include the amount of product or service received against the payment.

4. In regulation 3 of the Principal Regulations, the words “and submitted to the banks” shall be omitted.

5. After Regulation 3, the following regulations shall be inserted, namely:—

“3A. In order to ensure quality of materials and workmanship being used on the project, an Engineer who supervises the work should submit Quality Assurance Certificate in Form 2A. This form shall be submitted at end of every financial quarter. This Form is applicable to projects registered after 1st December 2018 only.

3B. For plotted development projects, in Forms 1, 2, 2A, 3 and 4 only the relevant sections shall be applicable. The model form of agreement for Plotted Development projects, under Rule 10 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 is provided as Annexure-B

Further, in case of plotted development projects, wherever IOD / Building Plan approval is not provided as per local rules, then NA Order from competent authority for plotted development shall suffice. Similarly, wherever Occupation Certificate / Completion Certificate is not provided as per local rules, submission of duly filled Form 4 signed by Architect shall denote completion of project.”

6. In regulation 4 of the Principal Regulations, in clause (a), after the words “promoter’s enterprise.”, the following shall be inserted namely :—

“ The said certificate is only in respect of the amount to be deposited and withdrawn from the separate Bank Account. The Chartered Accountant shall further certify that the withdrawal from the Separate Bank Account of the said project has been in accordance with the proportion to the percentage of completion of the project.”

7. In Form -2 of the Principal Regulations,—

(1) The words “(License No. ....)” shall be deleted.

(2) In table B, the word “layout” to be replaced with “project”.

(3) In Annexure A, the following explanation shall be inserted, namely :—

“ *Explanation 1.*— The increase in construction cost due to execution of extra/additional items as certified by the Engineer in Annexure A, shall be allowed to be added in Form 3”.

8. After Form 2, Form 2A shall be added, in accordance with format annexed at **Annexure - I**.

9. The Form 3 in the Principal Regulations shall be substituted in accordance with format annexed at **Annexure - II**.

10. In Form 5, the words “Membership No.” shall be replaced by “UDIN No. .... and Membership Number .....”.

11. In Regulation No. 36 of the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017,—

(i) In clause (a) for the words "the Authority" the words "the Authority or Adjudicating Officer" shall be substituted ;

(ii) In clause (c) for the words "The Authority" the words "The Authority or Adjudicating Officer" shall be substituted.

(iii) In clause (d) for the words "The Authority" the words "The Authority or Adjudicating Officer" shall be substituted.

(iv) In clause (e) for the words "The Authority" the words "The Authority or Adjudicating Officer" shall be substituted.

12. The modal form of Agreement for plotted development shall be in accordance with format annexed at **Annexure - III**.

**Annexure - I****FORM-2A**

[see Regulation 3A]

**ENGINEER'S CERTIFICATE FOR QUALITY ASSURANCE**

(site supervisor's certificate)

(To be uploaded quarterly)

To,

The ..... (Name and 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 ..... PIN ..... admeasuring ..... sq. mtrs. area being developed by

[Promoter's Name .....]

Reference: MahaRERA Registration Number P.....

Sir,

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

**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 workmanship as per prescribed specifications, and as per NBC and or other relevant code of practice.

**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/BS/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 24301:1986 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/BS/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 IS 456:2000 and IS 1199 or as per other relevant IS/BS/NBC codes or 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 I.S/ B.S/ National Building codes or as per industry standards.

**4. Structural engineer.—**

Promoters has engaged structural engineer Mr. .... having Licenses No. ....  
having Office 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.

.....  
.....

Yours Faithfully,

Signature of Engineer (Site Supervisor)

Name:

License No.(if any)-

Phone No.

Place :

## (Annexure-II)

## FORM-3

[see Regulation 3]

## CHARTERED ACCOUNTANT'S CERTIFICATE (On Letter Head)

## (FOR REGISTRATION OF A PROJECT AND SUBSEQUENT WITHDRAWAL OF MONEY)

Cost of Real Estate Project Registration Number .....

Sr. No (1)	Particulars (2)	Amount (Rs.) (3)	
		Estimated	Incurred
1	<p>(i) Land Cost :—</p> <p>(a) Value of the land as ascertained from the Annual Statement of Rates (ASR).</p> <p>(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/UT Administration or any Statutory Authority.</p> <p>(c) Acquisition cost of TDR (if any).</p> <p>(d) Amounts payable to State Government/UT Administration or competent authority or any other statutory authority of the State or Central Government, towards stamp duty, transfer charges, registration fees etc; and</p> <p>(e) Land Premium payable as per annual statement of rates (ASR) for redevelopment of land owned by public authorities.</p> <p>(f) Under Rehabilitation scheme:</p> <p>(i) Estimated construction cost of rehab building including site development and infrastructure for the same as certified by Engineer.</p> <p>(ii) Actual Cost of construction of rehab building incurred as per the books of accounts as verified by the CA.</p> <p>Note.— for total cost of construction incurred, Minimum of (i) or (ii) is to be considered</p> <p>(iii) Cost towards clearance of land of all or any encumbrances including cost of removal of legal/illegal occupants, cost for providing temporary transit accommodation or rent in lieu of Transit Accommodation, overhead cost, amounts payable to slum dwellers, tenants, apartment owners or appropriate authority or government or concessionaire which are not refundable and so on.</p> <p>(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.</p> <p>(v) Any other cost including interest incurred on the borrowing done specifically for construction of rehabilitation component.</p> <p>Sub – Total of Land Cost :</p>		

Sr. No (1)	Particulars (2)	Amount (Rs.) (3)	
		Estimated	Incurred
	(ii) Development Cost / Cost of Construction :		
	(a) Estimated Cost of Construction as certified by Engineer.		
	(b) Actual Cost of construction incurred as per the books of accounts as verified by the CA.(Minimum of (i) and (ii) has to be considered).		
	(c) Expenditure for development of entire project excluding cost of construction as per (i) or (ii) above, i.e. salaries, consultants fees, site overheads, development works, cost of services (including water, electricity, sewerage, drainage, layout roads etc.), cost of machineries and equipment including its hire and maintenance costs, consumables etc. All costs incurred to complete the construction of the entire phase of the project registered.		
	(d) Payment of Taxes, cess, fees, charges, premiums, interest etc. to any Statutory Authority.		
	(e) Interest payable to financial institutions, scheduled banks, non-banking financial institution (NBFC) or money lenders on construction funding or money borrowed for construction.		
	Sub-total of Development Cost :		
2	Total Cost of the Project ( Estimated and Actual)		
3	Proportion of the Cost incurred on Land Cost and Construction Cost to the Total Estimated Cost.		
4	Amount Which can be withdrawn from the Designated Account.		
5	Less: Amount withdrawn till date of this certificate from the Designated Account.		
6	Net Amount which can be withdrawn from the Designated Bank Account under this certificate.		

This certificate is being issued for RERA compliance for the 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,

Signature of Chartered Accountant

UDIN..... and Membership Number .....

.....

Name

**ADDITIONAL INFORMATION FOR ONGOING PROJECTS**

1.	Estimated Balance Cost to Complete the Real Estate Project (Difference of Total Estimated Project cost less Cost incurred)	
2.	Balance amount of receivables from sold apartments as per Annexure A to this certificate(as certified by Chartered Accountant as verified from the records and books of Accounts)	
3.	(i) Balance Unsold area (to be certified by Management and to be verified by CA from the records and 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 receivables of ongoing project will be deposited in designated Account IF 4 is lesser than 1, then 100% of the balance receivables of ongoing project will be deposited in designated Account	%

This certificate is being issued for RERA compliance for the 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,

Signature of Chartered Accountant

(UDIN..... and Membership Number .....)

.....

Name



**Annexure A**

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

**Sold Inventory**

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

**(Unsold Inventory Valuation)**

Ready Recknor Rate as on the date of Certificate  
of the Residential/commercial premises Rs.        per sm.

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

**Annexure-III**

Model Form of Agreement to be entered into between Promoter and Allottee(s) for Plotted development projects.

**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**

This Agreement made and executed this ..... day of ..... in the year.....  
at ....., Taluka ....., District .....

By and Between

Name : .....

Age about ..... years, occupation: .....,

Residing at .....

PAN .....

Hereinafter referred to as the "OWNERS/ DEVELOPERS/PROMOTERS", (Which expression shall unless it be repugnant to the context or meaning thereof shall mean and include their legal heirs, executors, administrators, business assigns, trustees, transferees etc.).

..... Of the First part

**AND**

Name : .....

Age about ..... years, occupation : .....

Residing at .....,

PAN .....

[Hereinafter for the sake of brevity referred to as THE PURCHASER/S, OR ALLOTTEE/S which expression shall, unless repugnant to the context be deemed to include his/ her heirs, executors, administrators and assignees.]

..... Of the Second Part

**WHEREAS :**

**A. DESCRIPTION OF THE LAND & PROPERTY :—**

(Give Complete Recital of the Title Tal, Block No./S.N ..... Village/Town of the Promoter to the plot on which promoter proposes to develop the Plotting project) AND

(Also specify)

- (i) Any covenants affecting the said property.
- (ii) Any impediments attached to the said property.
- (iii) 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.
- (iv) Details of mortgage or lien or charge on the said property.)

**B. TITLE CERTIFICATE :** The title of the owner/ promoter/ developer is duly verified through their advocate ..... and has certified that the title of the present owner/developer/promoter is clean clear and free from all encumbrance, with ample right of development of the said property, construction thereon, and sale of the constructed Plots, as well as the entire subject matter property or any part thereof; The said title Certificate is filed herewith as Annexure .....

**C. EXCLUSIVE RIGHT TO SELL AND DEVELOP:** In the circumstances, the Owner/Developer/ Promoter has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owner/ Developer Promoter has applied for, and is granted due registration under the provisions of the Real Estate [Regulation and Development] Act, 2017, and the same is attached hereto as Annexure .....

**D. PURCHASER AGREES TO ACQUIRE :** The Purchaser, after satisfying himself as regards the title of the Owner/Developer/Promoter to the said property, and after inspection of the entire documents of title as specified in the above referred Title opinion Annexure ..... and the approved layout of plots, and after inspecting the site and satisfying himself/herself as to the completion of the various phases of work, and has now agreed to purchase the open Plot No. .... as specified in Schedule A written hereinafter [hereinafter for the sake of brevity referred to as the "said Plot"]. the Purchaser/s has/ have agreed to acquire Plot No. ...., admeasuring about ..... Hectare, at or for the consideration and on the terms and conditions set out hereinafter; the said Plot No. .... is hereinafter referred to for the sake of convenience and brevity as "the said Plot" and is more particularly described in the SCHEDULE\_ hereunder written and marked in Red on the Plan Schedule 'B'.

**E. INSPECTION OF TITLE DOCUMENTS/PLANS/LAYOUTS :** The Purchaser/s has/ have demanded from the owner/Developer/Promoter and the owner/Developer/Promoter have given inspection to the Purchaser/s of all the documents of title relating to the said Land, N.A. Assessment or the approved layouts, in respect of the said Plot, and the common areas, amenities and the specific rights therein, as hereby agreed to be sold.

**F. INDEPENDENT VERIFICATION OF TITLE BY PURCHASER :** The Purchaser/s has/have, before the execution hereof, had the title of the Owner/Developer/Promoter thereto independently verified through the Legal Counsel/ Advocate of the Purchaser/s and the Purchaser/s has/have satisfied himself/ herself/themselves that the same is free from all encumbrances, and is clear and marketable.

**G. CONSIDERATION :** After being satisfied with the Title as above, the Purchaser herein made an offer to the Promoter herein to purchase the said Plot in accordance with the approved layout of plots, and with the said intention deposited a sum of Rs. .... (Rupees ..... Only) vide Cheque No. .... dated ..... drawn on ..... Bank, ..... Branch being the part payment out of the lump sum total Sale-price of Rs. .... [Rupees ..... Only] against and in consideration of the said Plot agreed to be sold by the Owner/Developer/Promoter to the Purchaser, as an advance payment, the payment and receipt of which advance amount the Owner/Developer/Promoter hereby admit and acknowledge. The Purchaser has agreed to pay to the Owner/Developer/Promoter, in such name and as per their directions, the entire balance of the sale-price in the manner as mentioned in the Schedule E hereunder written, and which payment is deemed to be the essence of these presents;

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :—**

**1. PURCHASE AND SALE OF THE PLOT :**

1.1. The Purchaser/s has/have agreed to acquire and Owner/Developer/Promoter has agreed to sell the said Open Plot No. ...., admeasuring ..... sq.mtr, and the right to construct thereon, as per sanction plans to the Purchaser, for the lump sum consideration and on the terms and conditions set out hereinafter, and which Plot is more particularly described in the *Schedule A* and specified in Plan *Schedule B* hereunder written;

1.2. The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure ..... hereunder written;

**2. CONSIDERATION :**

**2.1. LUMP SUM CONSIDERATION AND EXCLUSIONS :**

As mentioned above, the Owner/Developer/Promoter herein agreed to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Owner/Developer/Promoter the said open Plot inclusive the specifications mentioned in the Annexure ..... at or for the mutually agreed lump sum consideration of Rs. .... only) and the Purchaser shall make the payment of the same in the name of " ....." or such other name as may be specified from time to time by the Owner/Developer/Purchaser; and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc., and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.

**2.2 TIME PERIOD FOR POSSESSION :**

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owner/Developer/Promoter before ..... on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owner/Developer/Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and effecting necessary payment as per agreed schedule.

**2.3 DELAY IN HANDING OVER POSSESSION BY OWNER/DEVELOPER/PROMOTER/ CONSENTING PARTY:**

It is agreed between the parties hereto that if the Owner/Developer/Promoter fails to give possession of the said Plot in accordance with the terms of this Agreement within the stipulated period as mentioned in clause 2.2 ..... hereinabove or within further mutually agreed period [and a period of three months thereafter,] or if, the Owner/Developer/Promoter and/or its Agents for reasons beyond its control, are unable to give possession of the said Plot by the said date and after a period of two months if those reasons still exist, then in such case, Owner/Developer/ Promoter shall, without prejudice to its rights reserved hereunder, be liable on demand of the Purchaser/s to refund the amounts already received by it in respect of the said Plot from the Purchaser/s with simple interest thereon at such rate of interest as prescribed under the provisions of the RERA Act, 2017, and the Rules made thereunder, per annum, from the date it received the same till the date the amounts and interest thereon is refunded to the Purchaser/s.

**3. MAINTENANCE OF THE PLOT/LAYOUT :**

Commencing the week after Notice in writing is given by the Owner/Developer/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Developer/Promoter, the Purchaser/s hereby agree/s and bind/s himself/ herself/themselves to pay to the owner/Developer/Promoter, changes for common service if any.

#### 4. FORMATION OF FINAL BODY OF PURCHASERS :

The Owner/Developer/Promoter shall on execution of registered agreement for sale by 51% purchasers form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in of the said Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960 or such other body as may be deemed fit by the owners/promoters and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

#### 5. NO RIGHTS TO DEMAND SUB-DIVISION :

The Purchaser/s of the Plot/Plots agreed to be sold hereunder and all the other purchasers of Plots in the said Land shall not have any right to make sub-division of the Plot and always subject to the applicable rules, regulations and bye-laws.

Purchasers shall not have individual right, title, claim or interest in respect of the amenity spaces, open spaces and the said entire Land and the rights of the Purchaser/s are confined only to the Plot/Plot hereby agreed to be sold, it being expressly agreed subject to the applicable rules, regulations and bye-laws.

#### 6. UNSOLD PLOTS :

In case the Conveyance is executed in favour of the Ultimate Body before the disposal by the Owner/Developer/Promoter of all the plots on the said Land, then in such case, the Owner/Developer/Promoter shall join in the Ultimate Body as members holding such unsold plots and as and when such Plots are sold to third party at the discretion of the Owner/Developer/Promoter, the Ultimate Body shall admit as members the Purchasers of such plots without charging any premium, transfer fees, or any other extra payment.

#### 7. REPRESENTATIONS AND WARRANTIES OF THE OWNER/DEVELOPER/PROMOTER :

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

(a) The Promoter has clear and marketable title with respect to the project land/Plot; as declared in the title report annexed to this agreement and has the 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; The promoter has also obtained the necessary N.A. permission from competent authority ;

(b) 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;

(c) There are no encumbrances upon the project land or the Project except those disclosed in the title report;

(d) 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; there are no prohibitory order for transfer of the plot.

(e) All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building 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/s and common areas;

(f) 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;

(g) 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;

(h) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;

(i) 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;

(j) 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.

(k) The promoter shall obtain all such insurance as may be notified by the Government of Maharashtra :

(l) Title of land as a part of real estate project.

#### **8. PAYMENT OF STAMP DUTY/REGISTRATION FEES/ EXPENSES :**

It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Developer/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Developer/Promoter or Consenting Party in favour of the Association/ condominium/ society of all Plot purchasers in the said project.

#### **9. 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.

#### **10. 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.

#### **11. ADDRESS FOR SERVICE :**

That all notices to be served on the Allottee/Purchaser 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 :

Name of Allottee/Purchaser

(Allottee's Address)

Notified Email ID : .....

M/s. Promoter Name

(Promoter Address)

Notified Email ID : .....

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

## 12. DISPUTE RESOLUTION :

Any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

## 13. 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 within whose local limits the property is situated will have the jurisdiction for this Agreement.

*Important Note.*— Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the provisions of the said act and any other governing law for time being in force and the Rules and Regulations made thereunder].

*Note.*— Testimonial clause to be finalized in individual cases having regard to the constitution of the parties to the Agreement.

### LIST OF ANNEXES

- Annexure "A" : Title Certificate.
- Annexure "B" : 7/12 Extracts.
- Annexure "C" : Approved Layout of Plots.
- Annexure "D" : Authenticated Copy of the approved layout showing the specific plot, subject matter of these presents.
- Annexure "E" : List of Common Areas, and Amenities to the provided under these presents.
- Annexure "F" : Registration Certificate of the Project granted by the Real Estate Regulatory Authority.

DR. VASANT PRABHU,  
Secretary, MahaRERA.