

## NOTIFICATION

Housing Department,  
Madam Cama Marg,  
Hutatma Rajguru Chowk,  
Mantralaya, Mumbai 400 032.  
Dated 6<sup>th</sup> September ,2014.

Maharashtra  
Housing  
(Regulation  
and  
Development)  
Act, 2012.

**No. MHA 10.14/ C.R.21/ R&R-2** - The following draft of rules which the Government of Maharashtra proposes to make in exercise of powers conferred by sub-sections (1) and (2) of section 51 of the Maharashtra Housing (Regulation and Development) Act, 2012 (Mah. II of 2014), and of all other powers enabling it in that behalf, is hereby published as required by sub-section (1) of section 51 of the said Act, for information of all the persons likely to be affected thereby; and notice is hereby given that the said draft rules will be taken into consideration by the Government of Maharashtra on or after the 10<sup>th</sup> October 2014.

2. Any objections or suggestions, which may be received by the Principal Secretary, Housing Department, 4<sup>th</sup> floor, New Mantralaya, G.T. Hospital Campus, Lokmanya Tilak Road, Mumbai 400 001, from any person with respect to the said draft on or before the aforesaid date, will be considered by the Government.

## DRAFT RULES

Maharashtra  
Housing  
(Regulation  
and  
Development)  
Act, 2012.

**No. MHA 10.14/ C.R.21/ R&R-2** - In exercise of the powers conferred by sub-sections (1) and (2) of section 51 and sub-section (2) of section 41 of the Maharashtra Housing (Regulation and Development) Act, 2012 (Mah. II of 2014), and of all other powers enabling it in that behalf, the Government of Maharashtra, after considering the objections and suggestions pursuant to the Government Notification, Housing Department, No. \*\*\*, dated the \*\*\* of 2014, published in the Maharashtra Government Gazette, Extraordinary, Part IV-B, dated the \*\*\* of \*\*\* 2014 , is hereby pleased to make the following rules, as follows, namely:-

1. Short title.- These rules may be called the Maharashtra Housing (Regulation and Development) (General) Rules, 2014.
2. Definitions.- (1) In these rules, unless the context otherwise requires,—
  - (a) “Act” means the Maharashtra Housing (Regulation and Development) Act, 2012 (Mah. II of 2014);
  - (b) “agent” means any person, who negotiates or acts on behalf of the Promoter as a real estate agent, property dealer, broker, middlemen, by whatever name called, in a transaction of transfer of flat in a Project, by way of sale, with another person and receives remuneration or fees or any other charges for his services whether as a commission or otherwise;
  - (c) “Agreement” means a written Agreement registered under the Registration Act, 1908 (XVI of 1908) of sale of the flat in Form VI between the Promoter and the purchaser;
  - (d) “Apartment-taker” means a person who has agreed to purchase an apartment in a property, which has been submitted to the provisions of the Maharashtra Apartment Ownership Act, by executing and registering a Declaration as provided by that Act;
  - (e) "Association" means the organization of holders of apartments in a property which has been submitted to the provisions of the Maharashtra Apartment Ownership Act;
  - (f) “Authorized Representative” means any professional person such as an Advocate, Chartered Accountant, Architect, company secretary or office bearer or bearers of the legal entities appointed by a party to represent before the competent Authority in the proceedings, duly authorized by a resolution (where applicable) and a letter of the authority;
  - (g) “Condominium” means any Property consisting of building or buildings, which is constructed or is to be constructed and which is submitted by the Promoter to the provisions of the Maharashtra Apartment Ownership Act, by executing and registering a declaration as provided by that Act;
  - (h) “Declaration” means the declaration made under the Maharashtra Apartment Ownership Act and includes the instrument by which the property is submitted to the provisions of the Maharashtra Apartment Ownership Act, as provided under section 2 of that Act;
  - (i) “disclosures” means the information and documents to be uploaded by the Promoter on the website of the Housing Regulatory Authority as well as the information and documents, which he is liable to give or produce or cause to be given and produced to the person intending to take or taking flats under the Act including those disclosures to the public at large through print media, electronics media, property exhibitions and promotional events;
  - (j) “Flat Purchaser” means a person, Company or an Organization who has agreed to purchase a flat or flats in a Project;

- (k) “Form” means the form appended to these rules;
- (l) “F.S.I.” or “Floor Space Index” means the built up area allowed to be constructed on a piece of land by the Local Authority or Town Planning Authority in accordance with the Building Rules or Building Bye-laws or Development Control Regulations made under any law for the time being in force;
- (m) “Legal Entity” includes a Society registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) or a Company registered under the Companies Act, 1956 (1 of 1956) or the Companies Act, 2013 (18 of 2013), an Association or Condominium formed by submitting a Declaration under the Maharashtra Apartments Ownership Act, to own and or manage and regulate the affairs in respect of a building as per the provisions of the applicable Laws and the internal Rules and Regulations (Bye-laws) as made applicable to them. It also includes an Association of persons registered as a Society under Societies Registration Act, 1860 ( 21 of 1860) or under the Maharashtra Public Trust Act (XXIX of 1950) or a Non-Trading Corporation under the Maharashtra Non-Trading Corporation Act (XXVI of 1956) or a Firm registered under Indian Partnership Act, 1932 (IX of 1932) or any other legal entity registered under any law for the time being in force for the purpose of management of any building or buildings, its common areas and the facilities as per the provisions of the law and the rules and regulations applicable to its members or Partners as agreed between them, from time to time;
- (n) “the Maharashtra Apartment Ownership Act” means the Maharashtra Apartment Ownership Act, 1970 (Mah. XV of 1971);
- (o) “Sub-Registrar” means the concerned registering officer appointed under the Indian Registration Act, 1908 (XVI of 1908);
- (p) “section” means a section of the Act;
- (q) “T.D.R.” or “Transfer of Development Rights” means the F.S.I. or right to construct which is allowed to be transferred to or transferred from a piece of land by the Local Authority or the Town Planning Authority in accordance with Building Rules or Building Bye-laws or Development Control Regulations made under any law for the time being in force.

(2) Words and expressions used in these rules but not defined hereinabove shall have the same meanings as respectively assigned to them in the Act and wherever applicable, the singular includes the plural and *vice-versa*.

**3. Manner of making disclosure by Promoters.**– (1) The Promoter shall display or keep all the documents, plans and specifications (or true copies thereof) referred to in clauses (a), (b), (c), (d), (e), (f), (g), (h), (j), (l), (m) and (p) of sub-section (2) of section 3 at the Site of Project and at the Registered Office of the Promoter and permit inspection thereof to the person intending to purchase one or more flats. Such person may ask the Promoter all relevant questions for seeking further information or clarification in respect of any documents or plans and specifications or such matter as is required to be disclosed,

produced or furnished by or under the provisions of the Act; and the Promoter shall be legally bound to answer all such questions and provide such clarifications to the best of his knowledge and belief. Further the Promoter for the purposes of making disclosure of any documents or specifications of plans referred to in section 3 or prescribed or demanded thereunder may also be requested to produce the original of such document if so demanded, in writing by the person intending to purchase one or more flats.

(2) The Promoter shall also make the disclosures referred to in clauses (i), (k), and (n) of sub-section (2) of the said section 3 before the persons intending to purchase one or more flats and also disclose the draft of Agreement for Sale.

(3) The Promoter shall also give detailed and self-certified information such as his on-going Project details, completed Project details, Project wise information of bookings or any other information, if so demanded in writing by the Flat Purchaser.

(4) The Promoter shall maintain the register of Flat Purchasers in **Form I** and **Form II** respectively, and the statement indicating person wise receipts and disbursements in respect of sums accepted as advance or deposit from the Flat Purchasers and the Statement indicating purpose wise receipts and disbursement in respect of sums accepted as advance or deposit shall be in **Form III** and **Form IV**, respectively.

**4. True copies of documents to be given by the Promoter.**— The Promoter shall, on demand and after payment of fees at the rate as applicable under the Right to Information Act, 2005 (22 of 2005) for furnishing a copy of a document and actual charge for photocopy of Layout or Plans, give to any person intending to purchase one or more flats the true copies of the following documents, namely:-

- (a) all document of title relating to the land on which the flats are constructed, or are to be constructed, which are in the Promoter's possession ;
- (b) the certificate by an Attorney-at-Law or Advocate referred to in clause (a) of sub-section (2) of section 3;
- (c) all documents relating to encumbrances, if any, on such land, and right, title and interest or claim, of any party in or over such land including those in any Court of Law;
- (d) the plans and specifications of the buildings built or to be built on the land referred to in clauses (e) and (f) of sub-section (2) of section 3;
- (e) a list of fixtures, fittings and amenities including the provisions of lifts provided or to be provided for the flats;
- (f) in case of a Layout, the plans referred to in clauses (a), (b), (c) and (d) of sub-section (3) of section 3.

**5. Registration of Projects with the Housing Regulatory Authority and entering all the details of the Project on its website.**-

(1) As per sub-section (1) of section 4, the Promoter shall make an application in **Form V** to the Housing Regulatory Authority for the registration of the Project and for displaying it on the website of the Housing Regulatory Authority alongwith the fees as mentioned in rule 19. The fees shall be paid through NEFT or RTGS System at the time of filling the online application or through a crossed cheque with an application, at the time of submission, at the office of the Housing Regulatory Authority.

(2) For Projects that are ongoing on the date of commencement of sub-section (1) of section 5 and where the occupation certificate is still to be obtained, the Promoter shall make an application in **Form V**, for registration of the Project within a period of 90 days from the date of such commencement.

(3) The Promoter shall also enclose the following documents with the application for registration, namely:-

(a) The Promoter shall self-certify and attach the following documents alongwith the application and shall produce the original documents of the same for verification whenever so directed by the Housing Regulatory Authority, namely:-

- (i) detailed description of land including copy of land records of developable or non-developable land, Development Plan Remarks of land with Site Plan,;
- (ii) the nature of the Promoters' title to the land including copy of the title deed to be annexed;
- (iii) details of the Agreement between the owner of the land and the Promoter authorising the later to undertake the construction of building (copy of registered Agreement to be annexed);
- (iv) the nature of encumbrances on the land, including the right, title interest or claim of any other person in or over such land (copy of documents with Annexures relating to the cases pending before Authorities or in Courts of Law);
- (v) the total covered floor area, the number of flats proposed to be constructed on each floor, the approximate carpet area of each flat and the facilities including common facilities to be made available to the Flat Purchasers;
- (vi) sanctioned plan for the construction of building under any law for the time being in force or where the plan is not sanctioned at the time of making the application including an undertaking by the applicant to the effect that the approved plan will be submitted by him as soon as and within 72 hours of it being sanctioned;
- (vii) detailed technical specifications of the construction of building as approved by any competent authority under any law for the time being in force;
- (viii) estimate of expenditure for the construction of building and the source from which such expenditure is sought to be financed;
- (ix) details of financial Agreement made with any bank or other financial institution recognised by the Reserve Bank of India and of legal safeguards taken, if any, for the construction of building, or transfer of building by sale, gift or mortgage or otherwise;
- (x) the period within which or the date by which the possession of flats are proposed to be made over to the Flat Purchasers;

*\*\* To be filled in by the Department, before issue.*

(xi) copies of Agreements entered into or proposed to be entered into with the Flat Purchaser;

(xii) the name of architect or engineer or any other person authorised to submit documents, plans or specifications about the building under any law for the time being in force, or name of firm or company competent to submit such documents or plans or specifications and has so prepared the plan and the estimates of the proposed building together with their office addresses;

(xiii) the name and addresses of the civil contractor or turn-key contractor or EPC (E\*\* P\*\* C\*\*)contractors etc. proposed to be engaged for the construction of building:

Provided that, if there is any change of contractor proposed to be engaged or actually engaged before or after the commencement of the construction of any building, as the case may be, the Promoter shall forthwith inform the Housing Regulatory Authority of the name and address of such contractor:

Provided further that, the details furnished as per clause (j) of sub-section (2) of section 3 shall be used only for the office purpose of the Housing Regulatory Authority:

Provided also that, the Promoter shall forthwith give the information regarding any proceedings relating to the Project pending before any legal authority or court of law and any order or direction, if any, issued by it relating to such Project to the Housing Regulatory Authority.

(b) Every Promoter shall make a separate application for registration of every Project which will be constructed on a separate plot of land or for the construction of each building or group of buildings in case of Layout as may be directed by the Housing Regulatory Authority:

Provided that, no such application shall be entertained where the Promoter has no title to the land unless the Agreement between the owner of the land and the Promoter, authorizing the Promoter to undertake the construction of building, is duly registered.

(4) The Housing Regulatory Authority shall, within 7 working days of receiving the application for the registration of the Project from the Promoter, scrutinize the application and register the Project along with the Promoter, if it is satisfied that,—

(a) the Project meets the criteria as laid down by the Act or rules made thereunder, the norms of disclosure and criteria as laid down by the Housing Regulatory Authority, by regulations;

(b) the Project is in consonance with the provisions of the Act or rules made thereunder and the regulations made by the Housing Regulatory Authority; and

(c) the Promoter has appropriate financial, technical, construction and management capacity to execute the proposed Project.

(5) (a) The Housing Regulatory Authority shall grant a registration number to the Project along with the name of the Promoter within 7 working days from the approval granted for its registration.

(b) The Housing Regulatory Authority shall provide access to the Promoter to its Website by issuing a login ID and a Password for further uploading of all information as required by the Act only after due verification of all Original Documents regarding rights and title and interest of the land and the development rights of the Promoter.

(c) The names of all Promoters and the registered Project shall be entered in a register to be maintained by the Housing Regulatory Authority in such manner as may be determined by it, by regulations.

(d) The Promoter, whose Project has been registered shall be granted a Certificate of Registration in such form as may be specified by the Housing Regulatory Authority by regulations.

(6) The Housing Regulatory Authority may, without prejudice to the generality of sub-rules (3) and (4), require any guarantee, indemnity or such other security to be furnished before granting Certificate of Registration as may be deemed necessary to satisfy itself in respect of the requirements contemplated in sub-rules (3) and (4).

(7) (a) If the Housing Regulatory Authority, on receipt of application for registration of the Project, is of the opinion that the registration shall be refused, it shall issue a notice to the Promoter in writing mentioning its intension to reject the application and the reasons therefor:

Provided that, no such application shall be refused by the Housing Regulatory Authority without giving the Promoter a reasonable opportunity of being heard.

(b) The Promoter shall not make any advertisement for sale of the flats in the Project during the period of notice from the Housing Regulatory Authority.

(8) The Promoter shall, on receipt of the notice, be entitled to make representation to the Housing Regulatory Authority, in writing, within 7 days from the date of receipt in response to any reason provided in the said notice.

(9) If the Housing Regulatory Authority on considering the representations of the Promoter, is of the view that the Promoter has not met the requirements of section 4 of the Act, it shall reject the application and convey its decision to such Promoter.

(10) The copy of certificate of registration under this rule shall be sent by the authorised officer of the Housing Regulatory Authority to the concerned authority who has sanctioned the plan for construction of building under any law for the time being in force.

(11) The Promoter shall enter all the required documents, plans and information of the Project on the Website of the Housing Regulatory Authority within a period of 7 days from the date of receipt of the Login ID and Password from the Housing Regulatory Authority.

(12) Unless it is approved by the Authority and subject to such terms and conditions as the Authority may impose, the registration of a Project alongwith the Promoter with the Authority shall not be transferred to any other Promoter or Project.

**6. Cancellation of the registration of the Project and disqualification of the Promoter to advertise and sale of the flats.-** (1) The registration of the Project along with the name of the Promoter may be cancelled by the Housing Regulatory Authority and the Promoter shall be disqualified from advertising or selling of flats in the Project, if the contractual

Agreement, or power of attorney or instrument from which the Promoter derives the right to the land or development of the land is declared invalid by the Court of Law.

(2) The Housing Regulatory Authority shall, before cancelling the registration of the Project, issue a notice to the Promoter in writing mentioning its intention to cancel the registration of the Project and the reasons therefor, for giving the Promoter a reasonable opportunity of being heard.

(3) The Promoter shall, on receipt of the notice, be entitled to make representation to the Housing Regulatory Authority, in writing, within 7 days from the date of receipt in response to any reason provided in the said notice.

(4) If the Housing Regulatory Authority, on considering the representations of the Promoter, is satisfied that the registration of the Project be cancelled, it shall cancel the registration of the Project and convey its decision to such Promoter.

(5) If the Promoter fails to make representations in writing to the Housing Regulatory Authority in response to the notice mentioned in sub-rule (2) above, within the period specified therein, the registration of the Project shall be deemed to be cancelled by the Housing Regulatory Authority.

**7. Registration of the Agents of the Promoter.**- (1) For the purpose of effective disclosure as required under clause (p) of sub-section (2) of section 3, every Agent of the Promoter shall make an application to the Housing Regulatory Authority for registration in such form and in such manner within such time and accompanied by such fees and documents as determined by the Housing Regulatory Authority, by regulations.

(2) The Housing Regulatory Authority, as per regulations satisfying itself of the fulfillment of such conditions,—

(a) accept the application and grant registration to the Agent;

(b) reject the application for registration of the Agent for reasons to be recorded in writing:

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

(3) Every registered Agent of the Promoter shall be granted a registration number by the Housing Regulatory Authority, which shall be quoted on the voucher or receipt given by the Agent in every transaction of sale facilitated by him on behalf of the Promoter.

(4) No Agent shall facilitate the transaction of sale for purchase of flat without obtaining registration number from the Housing Regulatory Authority.

(5) Every registration of Agent of the Promoter shall be valid initially for 3 years from the date of certificate of registration of the Project of the Promoter, and shall be renewable for such period in such manner and on payment of such fees as may be determined by the Housing Regulatory Authority by regulations.

(6) Where any Agent who has been granted registration number commits breach of any of the conditions thereof or any other terms and conditions specified under these rules or regulations made thereunder, or where the Housing Regulatory Authority is satisfied that such registration has been secured by the Agent through misrepresentation or fraud, the



Housing Regulatory Authority may, without prejudice to any other provisions under the Act, *suo moto* revoke the registration or suspend the same for such period as it thinks fit and inform the Promoter:

Provided that, no such revocation or suspension shall be made by the Housing Regulatory Authority unless an opportunity of being heard has been given to the Agent.

**8. Functions of the Agent.**- Every Agent registered under rule 7 shall—

(a) not facilitate the sale or purchase of any flat in the Project which is not registered with the Housing Regulatory Authority;

(b) maintain and preserve such books of account, records and documents as prescribe by regulations of the Housing Regulatory Authority;

(c) not involve himself in any unfair trade practices, namely:—

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

(A) falsely represents the Promoter as promising constitution or amenities are of a particular standard or grade;

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

(C) makes a false or misleading representation concerning the services which the Promoter does not have;

(ii) permitting the publication of any advertisement whether in any newspaper or other media of services that are not intended to be offered by the Promoter;

(d) facilitate the possession of all documents, as the Flat Purchaser is entitled to, at the time of booking of flat or as the case may be;

(e) discharge such other functions as prescribed by the regulations of the Housing Regulatory Authority.

**9. Particulars to be contained in Agreement.** – The Promoter shall, before accepting any advance payment or deposit, enter into Agreement with the Flat Purchaser in **Form VI** containing the particulars specified in sub-section (1) of section 9 and shall attach thereto the copies of the documents specified in clause (b) of sub-section (2) of section 9.

**10. Retention of Flats and Formation of the Escrow Agent.**- The Housing Regulatory Authority shall provide information to the Flat Purchasers on its Website regarding Promoters and lists of all their approved Projects and their grading and lists of cancelled Projects and deregistered Promoters, if any.

The Housing Regulatory Authority shall, for every new Project, display on its website-

(a) the percentage of area available for sale and for retention of flats and date of further relook;

(b) the flat numbers which were kept as retained flats and their prospective date of release;

(c) manner of release of retained flats in a Project;

(d) manner of formation of Escrow Agent;

(e) the retained flats may be transferred to the escrow agent in the following manner:-

The Housing Regulatory Authority on an application made by 60 per cent of Flat Purchaser, after giving reasonable opportunity of being heard to the Promoter and on

being satisfied that the Promoter will not be able to complete the construction of buildings and obtain occupation certificate, pass an appropriate order to enable completion of the construction of that building and obtain occupation certification thereof and in doing so the Housing Regulatory Authority may follow the following process in a suitable manner, namely :-

- (i) Form and register a legal entity of at least sixty per cent of the Flat Purchasers.
- (ii) Appoint the legal entity as an escrow agent for taking over possession of the building and area appurtenant thereto.
- (iii) Direct the Competent Authority appointed for this purpose by State Government, to transfer the retained flats in the name of the escrow agent within such period and in the manner as determined by the Housing Regulatory Authority, by regulations.
- (iv) Authorize the escrow agent to appoint Civil Contractors, Architects or Consultants and other agencies required to complete the construction of building and obtain occupation certificate on such terms and conditions as may be decided by the escrow agent.

**11. Period for submission of application for registration of Co-operative Housing Society or Company or any other Legal Entity of Flat Purchasers of a Single Building or in case of Layout, for more than one Building or a Wing of any Building in the Layout.**

Where a Co-operative Housing Society or a Company or any other legal entity of persons who have purchased flats is to be constituted for a single building or in case of Layout of more than one building or a wing of any building in the Layout, the Promoter shall submit an application to the Registrar for registration of the Co-operative Housing Society or the Company or any other Legal Entity, within four months from the date on which the occupation certificate in respect of such a building or a wing of the building is issued or a minimum of sixty per cent of the total of Flat Purchasers in such a building or a wing have taken possession and the Promoter has received the full consideration from such Flat Purchasers, whichever is later. Where the apartment takers propose to submit the apartments to the Maharashtra Apartment Ownership Act by executing declarations and deeds of apartments as required by that Act, the Promoter shall inform the Competent Authority under that Act, within the time specified therein.

**12. Period for submission of application for registration of the Apex Body or Federation consisting of separate and independent Co-operative Housing Societies or Companies (or any other Legal Entities) in respect of each of the buildings or wings of the buildings in a Layout.-**

Where a Promoter is required to form an Apex Body either as a federation of separate and independent Co-operative Housing Societies or Companies or any other Legal Entities or as a Holding Company of separate and independent Co-operative Housing Societies or companies or any other Legal Entities, then the Promoter shall submit an application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the Layout formed as per rule 11 herein above. Such

application shall be made within a period of four months from the date of the receipt of the occupation certificate of the last of the building which was to be constructed in the Layout.

**13. Period for Conveyance of title of Promoter to organization of Flat Purchasers in case of only one building. –**

If no period for conveying the title of the Promoter to the organization of the Flat Purchasers is agreed upon, the Promoter shall (subject to his right to dispose of the remaining flats, if any) execute the conveyance within four months from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the flat takers is duly constituted. When a Promoter has submitted his property to the provisions of the Maharashtra Apartment Ownership Act by executing and registering a Declaration as required by section 2 of the said Act, and no period for conveying the title of the Promoter in respect of an apartment to each apartment taker is agreed upon, the Promoter shall execute the conveyance or deed of apartment in favour of each apartment taker within four months from the date of the possession of the apartment has been handed over. The Promoter shall file with the Competent Authority a copy of the conveyance executed by him under sub-section (4) of section 19 within a period of two months from the date of its execution.

**14. Period for Conveyance of title of Promoter to organization of Flat Purchasers in case of Layout:-**

- (1) In the case of a building or a wing of a building in a Layout, if no period for conveying the title of the Promoter of that building or a wing of that building to the organization of the Flat Purchasers is agreed upon, the Promoter shall (subject to his right to dispose of the remaining flats, if any) execute the conveyance of the structure of that building or wing of that building within four months from the date on which the Co-operative society or the company is registered or, as the case may be, the association of the flat takers is duly constituted. When a Promoter has submitted his property to the provisions of the Maharashtra Apartment Ownership Act executing and registering a Declaration as required by section 2 of the said Act, and no period for conveying the title of the Promoter in respect of an apartment to each apartment taker is agreed upon, the Promoter shall execute the conveyance or deed of apartment in favour of each apartment taker within four months from the date of the possession of the apartment has been handed over. The Promoter shall file with the Competent Authority a copy of the conveyance executed by him under sub-section (4) of section 19 within a period of two months from the date of its execution.
- (2) In the case of a Layout, if no period for conveying the title of the Promoter in respect of the entire undivided or inseparable land underneath all buildings in a Layout is agreed upon, the Promoter shall (subject to his right to utilize the balance development potential of the said Layout as provided in sub-section (2) of section 19, execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within four months from the date on which the Apex Body or Federation or Holding Company is registered or, as the case may be, the association of the flat

takers is duly constituted. The Promoter shall file with the Competent Authority a copy of the conveyance executed by him under sub-section (4) of section 19 within a period of two months from the date of its execution.

**15. Access to Information.-**

(1) As required by clause (v) of sub-section (1) of section 29, the Housing Regulatory Authority shall, host and maintain the Website so as to provide access to the information database of the Projects alongwith its Promoters registered, suspended and deregistered in terms of the Act.

(2) The database contemplated in sub-rule (1) shall include—

(a) names and registration numbers of the Promoters, Directors, Members, Trustees or Partners of such Companies, Corporations, Trusts, Partnership Firms or Sole Traders;

(b) the number of flats held by such Promoters;

(c) the number of Complaints received from Flat Purchasers and requiring on-site conciliation ;

(d) the grading of those Promoters; and

(e) any other information deemed appropriate to assist Flat Purchasers to assess the track record of a Promoter.

(3) The Housing Regulatory Authority shall provide access to the information database of the Promoters and their Projects referred to in sub-rules (1) and (2)—

(a) Free of charge where this access is for the *bona fide* use of such information by a Flat Purchaser for own non-commercial use;

(b) Free of charge to Mortgagees, Conveyancers and Registered Housing Societies to assist them to meet their obligations in terms of section 19 of the Act, and

(c) in any other case, on payment of the fees as applicable and payable under the Right to Information Act, 2005.

(4) The Copies of Rules or Regulations under this Act and all Circulars or other Orders and Documents issued by the Housing Regulatory Authority, may be obtained by any person on the payment of the reasonable fees, as a service charge therefor, as may be determined by the Housing Regulatory Authority, by regulations.

**16. Salaries, Allowances and other Conditions of Services of the Chairperson and Members of the Housing Regulatory Authority and Housing Appellate Tribunal.-**

(a) Pay and allowance to Chairperson and Members.- (1)(i) The Chairperson of the Housing Appellate Tribunal and Housing Regulatory Authority shall be paid a salary of Rupees Ninety Thousand per month.

(ii) The Chairperson of the Housing Regulatory Authority and the Housing Appellate Tribunal shall be entitled to receive Dearness Allowance and other allowances at the rate as are admissible to the serving officers of the corresponding grade of the Indian Administrative Service or serving Judge of the High Court:

Provided that, when the Chairperson is a past member of the Union Service or of any State Service the sum of total of his pay and allowances and the amount of pension due to him shall not exceed the amount of last pay drawn by him while he was in such service.

(2) The Members of the Housing Regulatory Authority and the Housing Appellate Tribunal shall be paid a salary of Rupees Eighty Thousand per month. The Members shall be entitled to Dearness Allowance and other Allowances at the same rate as are admissible to a member of the corresponding grade of the Indian Administrative Services:

Provided that, when the member is a past member of the Union Service of any State Service, the sum total of his pay and allowance and the amount of pension due to him shall not exceed the amount of last pay drawn by him while he was in such service.

(b) Accommodation to Chairperson and Members.- (1) The Chairperson of the Housing Regulatory Authority and Housing Appellate Tribunal shall, throughout his term of office and immediately thereafter for a period not exceeding 30 days be entitled to an Official Residence free of rent, i.e. a flat admeasuring 1750 square feet, or of more area, subject to the maximum limit of 3200 square feet as may be made available to them by the State Government.

(2) The Member of the Housing Regulatory Authority and Housing Appellate Tribunal shall, throughout his term of office and immediately thereafter for a period not exceeding 30 days be entitled to an Official Residential accommodation, free of rent, of the equal area admissible to a member of the Indian Administrative Service of the corresponding grade in the State Government:

Provided that, in the event of such accommodation not being available for any reason, the State Government may take a suitable accommodation on lease for such members of the Housing Regulatory Authority and Housing Appellate Tribunal:

Provided further that, if a Chairperson or a Member of the Housing Regulatory Authority and Housing Appellate Tribunal is staying in his own accommodation, he shall be paid a House Rent Allowance at the same rate admissible to the officers or to a member of the Indian Administrative Service of the corresponding grade in the State:

Provided also that, for any overstay beyond the permissible limit of thirty days, a Chairperson or a Member shall be liable to pay rent and other charges calculated in accordance with rules applicable in that behalf to the member of the Indian Administrative Service of the corresponding grade in the State.

Explanation.- For the purpose of this rule,-

(i) "Official Residence" means an accommodation owned or taken on lease or requisitioned or otherwise, by the State Government;

(ii) "Rent" shall not include Water and Electricity Charges.

(c) Leave.- (1) The Chairperson and Member shall be entitled to a leave as follows:-

(i) Earned Leave of Thirty days for every completed year of service in the Housing Regulatory Authority and Housing Appellate Tribunal or a part thereof:

Provided that, the leave account shall be credited with Earned Leave, in advance, in two instalments of Fifteen days each on the first day of January and July respectively, of every calendar year:

Provided further that, the leave account at the credit of the close of previous half-year shall be carried forward to the next half-year subject to the condition that the leave so accrued including the leave credited in accordance with the first proviso shall not exceed three hundred days.

(ii) Half Pay Leave on medical certificate of Twenty days in respect of each completed year of service. The leave salary for Half Pay Leave shall be equivalent to half of the leave salary admissible during the Earned Leave:

Provided that, the leave accrued shall be credited with Half Pay Leave in advance in two instalments of ten days each on the first day of January and July respectively, of every calendar year:

Provided also that, such Half Pay Leave may be commuted to Full Pay Leave (twice of Half Pay Leave) at the discretion of the Government, provided it is taken on Medical Ground and is supported by a Medical Certificate by a registered Medical Practitioner.

(iii) Casual Leave and other leave as admissible to a member of the Indian Administrative Service of the corresponding grade in the State.

(2) Any leave at the credit of the Chairperson or a Member shall lapse on the date on which such Chairperson or Member vacates his office:

Provided that, the leave shall not lapse, if such Chairperson or Member has,-

(i) applied for leave and the same has been refused; or

(ii) ascertained, in writing, from the sanctioning authority that the leave, if applied for, will be refused on the ground of the necessity of public services.

(3) Notwithstanding anything contained in sub-rule (2) or the Maharashtra Civil Services (Leave) Rules, 1981, a Chairperson and a Member shall be entitled to an allowance equivalent to the Earned Leave to his credit, on the date on which he vacates his office, subject to the condition that, the payment of allowance equivalent to the leave salary shall be limited to Earned Leave for a maximum of one hundred and fifty days. The leave salary shall be paid on full in lump sum, as one time settlement, upon vacating the office.

Explanation.- For the purpose of computation of such allowance, the compensatory local allowance or the house rent allowance shall not be counted.

(d) Leave sanctioning authority.- Leave sanctioning authority in case of,-

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

(b) the Member of the Housing Regulatory Authority and Housing Appellate Tribunal, shall be the Chairperson.

(e) Pension and Gratuity.- (1) The Chairperson or, as the case may be, the Member, shall not be entitled for pension for the period of service rendered by him on the Housing Regulatory Authority and Housing Appellate Tribunal.

(2) The Chairperson and the Member, shall be entitled to the benefit of gratuity at the rate of thirty days of pay for each completed year of service on the Housing Regulatory Authority and Housing Appellate Tribunal:

Provided that, such Chairperson and Member should have completed a minimum of two years of service on the Authority to be entitled for gratuity:

Provided further that, no gratuity shall be payable to the Chairperson or the Member on his removal from the office on any of the grounds specified in clause (a), (b), (c), (d) or (e) of sub-section (1) section 26 of the Act.

(f) Conveyance.- (1) Chairperson and a Member shall be provided with a chauffeur driven car for official purpose at the cost of the Authority:

Provided that, in the event the official vehicle is not available for any reason, a Chairperson and a Member may, for the purpose of travel in connection with his duty at the headquarters, shall be entitled to the reimbursement of the taxi-fare incurred.

(2) A Chairperson and a Member shall be permitted to use that car provided to him for his private purpose on the same terms and conditions as applicable to a member of the Indian Administrative Service of the corresponding grade in the State Government.

(g) Travelling Allowance.- (1) The Chairperson and the Member while on tour (including the journey undertaken or any expiry of his term to proceed to his hometown) shall be entitled to travelling allowances, daily allowance, transportation of personal effects and other similar matters at the same rate as applicable to a member of the Indian Administrative Service of the corresponding grade in the State:

Provided that, in the event of Government accommodation not being available, the daily allowance on the basis of actual expenditure incurred by such Chairperson or a Member, supported by necessary vouchers, may be granted:

Provided further that, the Chairperson and Member shall be entitled to a daily allowance for the entire period of absence from the headquarter of the Authority, the absence being reckoned from the time of departure from the headquarter till the time of return.

(2) A Chairperson and Member shall be entitled to Leave Travel Concession (L.T.C.) at the same rate as are applicable to a member of the Indian Administrative Service of the corresponding grade in the State.

(3) A Chairperson and Member shall not go on foreign tour for his official purpose, unless he has obtained prior permission of the Minister-in-charge of the Housing Department of the Government. In addition to the same he shall obtain clearance from the Central Government, as applicable to the officers of the Indian Administrative Service or members of the corresponding grade in the State.

(h) Telephone facilities. - The Chairperson and the Member shall be provided with a telephone with S.T.D. and I.S.D. facilities at his residence, at the cost of the Authority. He may be permitted to retain the same for a maximum period of two months, after he has vacated his office.

(i) Medical Treatment.- The Chairperson and the Member shall be entitled to medical treatment and reimbursement of medical expenses as applicable to an officer of the State Government of the corresponding grade in the State as per Maharashtra State Medical Attendance Rules, 1961 and the Orders of the Government issued, from time to time.

(j) Expenses on official meetings and entertainment allowance.- (1) The Chairperson may authorize expenses to be incurred by the Authority in meetings in which tea, coffee, and refreshment might be provided as per norms of the State Government.

(2) The Chairperson may authorize reasonable expenses on the entertainment of visitors to the Authority as per norms of the State Government.

(k) Other allowance.- The Chairperson and the Member of the Housing Regulatory Authority and Housing Appellate Tribunal shall be entitled to such other allowance as are applicable to a member of the Indian Administrative Service of the corresponding grade in the State Government.

(l) Miscellaneous.- In case of any doubt regarding interpretation of the Rules or when express provision has not been made in the Rules about a particular matter, the same shall be referred to the Government whose decision shall be final.

**17. Maintenance of Funds of the Housing Regulatory Authority and the Housing Appellate Tribunal.**

(1) There shall be maintained fund to be called the “Housing Regulatory Authority Fund” and “the Housing Appellate Tribunal Fund” by the Housing Regulatory Authority and Housing Appellate Tribunal and there shall be credited thereto—

(a) all State Government grants as may be received by the Housing Regulatory Authority and the Housing Appellate Tribunal;

(b) the Fees or Penalties levied and received under the Act;

(c) the Interest accrued on the amounts referred to in clauses (a) and (b).

(2) The Fund may be applied for meeting—

(a) the salaries and allowances payable to the Chairperson and other Members and the administrative expenses including the salaries and allowances payable to the Secretary and officers and other employees of the Housing Regulatory Authority and the Housing Appellate Tribunal;

(b) the other expenses of the Housing Regulatory Authority and the Housing Appellate Tribunal in connection with the discharge of their functions and for the purposes of this Act.

(3) The Fund shall be administered by the respective secretaries of the Housing Regulatory Authority and the Housing Appellate Tribunal.

(4) The Secretary of the Housing Regulatory Authority and the Housing Appellate Tribunal shall spend monies out of the Fund for carrying out the objects for which the Fund has been constituted.

(5) (a) The Housing Regulatory Authority and the Housing Appellate Tribunal shall maintain proper accounts and other relevant records and prepare an annual statement of accounts in such form as may be prescribed by the State Government in consultation with the Comptroller and Auditor-General of India.

(b) The accounts of the Housing Regulatory Authority and the Housing Appellate Tribunal may be audited at such intervals and by such auditor as may be specified by State Government.



(c) The report on the affairs of the Housing Regulatory Authority, report of the administrative efficiency of the Authority and a report on the financial position of the Housing Regulatory Authority with accounts or audited financial statement as certified by such auditor as may be specified by the State Government together with the audit report thereon shall be forwarded annually to the State Government before 31<sup>st</sup> March of the succeeding financial year and the Government shall cause the same to be laid before each House of the State Legislature.

**18. Rate of Interest on the refund of the amount payable by the Promoters to the Flat Purchasers.**- The rate of interest payable by the Promoter to the Flat Purchaser for the purposes of proviso to sub-section (1) of section 11 and clause (b) of section 16, on the refund of the amount paid by the Promoter to the Flat Purchaser shall be the prevailing rate of interest fixed by the State Bank of India for the similar amount of deposit payable as on 1<sup>st</sup> January of the year in which such refund is due, or 15% p.a., whichever is lower

**19. Fees for Registration of the Project by the Promoter with the Housing Regulatory Authority.**-

The following fees, alongwith the application for registration of the Project and for displaying the Project on the Website of the Housing Regulatory Authority under sub-section (1) of section 4, shall be paid by the Promoter :-

(1)	A-Class Municipal Corporation	= Rs. 50,000.
(2)	B-Class Municipal Corporation	= Rs. 45,000.
(3)	C-Class Municipal Corporation	= Rs. 40,000
(4)	D-Class Municipal Corporation	= Rs. 35,000
(5)	A-Class Municipal Council	= Rs. 30,000
(6)	B-Class Municipal Council	= Rs. 25,000
(7)	C-Class Municipal Council	= Rs. 20,000
(8)	Nagar Panchayats	= Rs. 10,000
(9)	Gram Panchayat	= Rs. 5,000
(10)	Special Planning Authority Area/ Township Project /Regional Plan Area	=Rs.25,000.

**Explanation.**- The Fees of Registration would be levied for every single building Project or every phase of a multiple building or layout Project.

**20. Fees for Appeals to be made before the Housing Appellate Tribunal.**-

For the Appeals under sub-section (1) of section 40 against the orders of the Housing Regulatory Authority and the Competent Authority, the Appeal Memo shall be accompanied by a fee of rupees five thousand. The fees shall be paid through NEFT or RTGS System at the time of filling the online application or through a crossed cheque with the appeal memo at the time of its submission at the office of the Housing Appellate Tribunal.

**21. Maintenance and Inspection of Records of Housing Regulatory Authority and the Housing Appellate Tribunal .-**

(a) The records of the Housing Regulatory Authority shall be kept in the custody of the Secretary of the Housing Regulatory Authority and records of the Housing Appellate Tribunal shall be kept in the custody of the Registrar of the Housing Appellate Tribunal. All Appeal, Applications, Notices, Roznama, Orders etc. shall be preserved, and

administered as per the provisions of the Maharashtra Public Records Act, 2005 (Mah. IV of 2006) and the Maharashtra Public Records Rules, 2007.

(b) The records of the Housing Regulatory Authority and the Housing Appellate Tribunal will be available for inspection to any person who has a right to inspect records under provisions of the Indian Evidence Act, 1872, or under any other law for the time being in force, and to obtain copies of any records of the Housing Regulatory Authority and Housing Appellate Tribunal. The concerned person shall make a specific application in writing to the Secretary in case of Housing Regulatory Authority and the Registrar in case of the Housing Appellate Tribunal. Further, no Inspection of Record of the Housing Regulatory Authority and Housing Appellate Tribunal shall be allowed except in presence of an officer, so authorized by the Housing Regulatory Authority and Housing Appellate Tribunal.

**22. Miscellaneous provisions for Housing Regulatory Authority and Housing Appellate Tribunal.**- The Housing Regulatory Authority and Housing Appellate Tribunal may from time to time issue Orders or Circulars, not inconsistent with the provisions of the Act, and the rules made thereunder, with regard to the implementation of these rules. However, such Orders or Circulars may be set aside by the State Government, if they are repugnant to the Act or rules framed by the State Government.

**FORM I**  
(See rule 3(4))

**Form of Register of persons purchasing ownership flats in (name of building)  
.....constructed by (name of builder) .....**

Serial No.	Date of application	Name of the person	Address	Date of Agreement	Flat Number and Floor	Area of the Flat	Amount Paid	Date of Payment	Receipt Number	Date of receipt
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)

**Form II**

(See rule 3(4))

**Form of Register of flats sold in (name of building) .....constructed by (name of builder).....**

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Serial No.	Flat Number, Floor and Area	Name of the Purchaser	Address of the Purchaser	Whether purchased or agreed to be purchased	Whether original purchaser or a transferee	Date of Agreement	The price settled	No. of installment and amount	Date of payment
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

**FORM III**  
(See rule 3(4))

**Statement indicating person wise receipts and disbursements in respect of sums accepted as advance or deposit from the Flat Purchasers in (name of building) ..... constructed by ( name of the builder) .....**

Name of the Flat Purchasers ..... Date of Agreement .....  
Flat No. .... Floor No. ....

Serial No.	Date of Payment	Receipt No.	Purpose	Date of deposit in the Bank	Date of withdrawal from Bank	Purpose of withdrawal	Date of disbursement	Voucher No.	Balance in Account
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

**FORM IV**  
(See rule 3(4))

**Statement indicating purpose wise receipts and disbursement in respect of sums accepted as advance or deposit from the Flat Purchasers in (name of building).....constructed by (name of the builders) .....**

Purpose of deposit of advance	From whom received	Date of receipt	Receipt No.	Date of deposit in the Bank	Date of withdrawal from the Bank	Purpose of withdrawal	Date of disbursement	Voucher No.	Balance
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)

**FORM V**

(See rule 5(1))

**Form of application for registration of the Project**

Form of application under sub-section (1) of section 4 of the Maharashtra Housing (Regulation and Development), Act, 2012 to Register the Project and for display the Project on website of the Housing Regulatory Authority.

**Registration and display of the Project and Permission for Marketing and Sale of flats -**

**Application Form**

**Application number**

**(for HRA use only)**

Project name

Developer/Promoter/Firm name

Project Address


Please tick if this Developer/Promoter/Firm has any other registered Project Within its' immediate group

Yes / No
----------

If, Yes Please specify  
The details/Registration Number

--

**NOTES**

**Purpose**

A Developer/Promoter/Firm should use this form if intends to apply for registration of the Project and permission for marketing and sale of Flats under Regulation {Maharashtra Housing (Regulation and Development) Rules, 2014}. References in this form to a 'permission' also includes any approval, consent or agreement referred to under the Maharashtra Housing (Regulation and Development) Act, 2012 for which the Maharashtra Housing Regulatory Authority have been conferred powers as regulatory authority by the Government of Maharashtra.

**Application**

Before completing this form, you may find it helpful to discuss your application with the appropriate supervisory contact at Maharashtra Housing Regulatory Authority. However, you must still ensure you include all relevant information in this form. If you do not, your application will be delayed while you answer further questions from us.

**Before completing this application form please read the notes provided on pages 11 -12 as they explain or give help for many of the questions.**

Does the applicant have filed/uploaded the following documents - (Yes / No)  
( tick the appropriate )

(a) Chartered engineer's or chartered architect's authenticated copy of the proposed development of each phase of the project ; (b) Proof of submission of the Building Construction Plan for approval of Local Authority  or Approval and sanctioning of the Building Construction Plan from the Local authority.
--

Does the Local Authority has given its approval? If yes, please upload the following documents?

Approved Plan, IOD, CC*
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\* To be uploaded on website within seventy-two hours of obtaining the same from the local authority

**Personal Details****Section A**

- 1 Contact name for this application
- 2 Contact details:
  - a. Business Address
  - b. Daytime telephone number
  - c. Email address
3. Individual reference number (IRN), if applicable
4. Name of Approved Person responsible for this application, if applicable

**Additional Details****Section A1**

Income Tax Reference Number	
VAT Registration Number	
TIN Registration Number	
PAN Number	

**Group applications**

Where applicable, please list the group firms on behalf of which this application is also being made:

Firm reference No.

Firm Name

**Project Details****Section B****4. Details about the project**

- 1) Number of Buildings
- 2) Number of Wings
- 3) Number of Flats

4) Number of Shops/Commercial spaces

5) Name/details of the Financer

**5. Are you applying for ongoing project which does not received the Occupation Certificate?**

**if yes, Please provide the following details :-**

- a) Approved Plan Copy, IOD, CC
- b) List of Flat/Commercial Shops purchasers with the unit number
- c) List of vacant unsold Flats/ Commercial Shops
- d) Copy of the part OC, if obtained
- e) Certificate of work completion by the project Architect

6. Are you happy for us to publish the details of your project on the website? yes/no

If no, please state your reasons:

**Supporting Documents**

**Section C**

Indicate the supporting documents which have been accompanied with this form

<b>Documents In Original</b>	<b>Mode (upload or hand delivery)</b>
<b>1. land Title Certificate 2. Property Card 3. 7/12 Extract 4. Property Development Agreement 5. Lease Agreement 6. Any other Registered document by virtue getting the development rights</b>	

Other information (please specify)

**Declaration and Signatures**

**Section D**



## **Warning**

Knowingly or recklessly giving the Maharashtra Housing Regulatory Authority the information, which is false or misleading in a material particular, may be a criminal offence. For the supporting documents requires an authorised person to take reasonable steps to ensure the accuracy and completeness of information given to the Maharashtra Housing Regulatory Authority and to notify the Maharashtra Housing Regulatory Authority immediately if materially inaccurate information has been provided. Contravention of these requirements may lead to penal actions or other enforcement action by the Maharashtra Housing Regulatory Authority. It should not be assumed that information is known to the Maharashtra Housing Regulatory Authority merely because it is in the public domain or has previously been disclosed to the Maharashtra Housing Regulatory Authority or another Government/Semi Government body. If you are not sure whether a piece of information is relevant, please include it anyway.

## **Data Protection**

For the purposes of complying with the Data Protection Act, the personal information in this form will be used by the Maharashtra Housing Regulatory Authority to discharge its statutory functions under Maharashtra Housing (Regulation and Development) Act, 2012 and other relevant legislation. It will not be disclosed for any other purposes without the permission of the applicant.

## **Declaration and undertaking**

I, the undersigned, duly authorized by the applicant business hereby warrant that the information furnished in this application, as well as any documentation submitted in support of this application, is to the best of my knowledge true and correct.

DATE:

SIGNATURE OF OWNER/ DIRECTOR/MEMBER/  
PARTNER/TRUSTEE

NAME OF OWNER/DIRECTOR/ MEMBER/PARTNER/  
TRUSTEE, DULY AUTHORIZED

By submitting this application form:

- I/we confirm that this information is accurate and complete to the best of my knowledge and belief and that I have taken all reasonable steps to ensure that this is the case.
- I am/we are aware that it is a criminal offence knowingly or recklessly to give the Maharashtra Housing Regulatory Authority information that is false or misleading in a material particular.
- Some questions do not require supporting evidence. However, the records, which demonstrate the applicant's compliance with the rules in relation to the questions, must be available to the Maharashtra Housing Regulatory Authority on request.

- I/we will notify the Maharashtra Housing Regulatory Authority immediately if there is a significant change to the information given in the form. If I/we fail to do so, this may result in a delay in the application process or penal / enforcement action.

Date<sup>†</sup>

Name of signatory<sup>1†</sup>

Signature\*

### **Declaration and signature if a Second /third party is named**

If the Maharashtra Housing Regulatory Authority Permission notice will name a Second/ third party please check the box below to confirm that you have the agreement of the Second/third party and enter the Second/third party's name below.

I confirm the information in this form that concerns my circumstances is accurate and complete to the best of my knowledge and belief. I also confirm that I am happy for the Maharashtra Housing Regulatory Authority Permission to be published, unless otherwise indicated in serial No.6 of this form\*.

Signature of named Second/Third Party\*

Name and Date<sup>†</sup>

NOTE: This application must be accompanied by:

- Proof of payment of the Application Fee as per rule 20 of the Rules.
- Financial condition and capacity assessment certificate
- Manual of Information (Compulsory with new registration)

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<sup>1</sup> For a sole developer, the signature of the principal is required.

For a limited company, the signature of two directors or one director and the company secretary is required. For a partnership, the signature of at least one partner is required.

**FORM VI**  
(See rule 2 (c) and rule 9)

**Model Form of Agreement to be entered into between Promoter and  
Purchaser of Flat**

***EXPLANATORY NOTES***

*Note No.1.* - This is only a model form of Agreement, which shall have to be modified and adapted in each case having regard to the facts and circumstances of each case but in any event certain clauses such as 1,2,3,4,5,8,.9,10,11,12,13 and 22 are in accordance with the statute and mandatory according to the provisions of the Act and these clauses shall be retained in each and every individual Agreement executed between the Promoter and Flat Purchaser. Any departure or variation from these statutory and mandatory conditions, being and ultra vires of the provisions of the Maharashtra Housing (Regulation and Development) Act, 2012 (hereinafter referred to as "the said Act") will not be binding and enforceable upon the parties, such conditions being *void ab initio*.

*Note No. 2 -* Clause (z) of section 2 of the said Act defines a Promoter to mean, *inter alia*, a person who "causes to be constructed a block or building of flats" i.e. an owner of land who engages a developer ( also a Promoter ) as his agent to develop the land and building and authorizes him to dispose of flats. In such a case the owner will have to be joined as a Confirming Party to the tripartite Agreement in the model form of Agreement to be executed between the Promoter, Flat Purchaser and the Owner so that the Owner is bound by all the terms, conditions and covenants of the tripartite Agreement.

*Note No. 3 -* The model form of Agreement is to be utilized in case of housing societies registered under the Maharashtra Co-operative Societies Act, 1960. However, apart from the said enactment there is another enactment relating to housing viz., The Maharashtra Apartment Ownership Act, 1970 and certain provisions of the model Agreement will have to be modified having regard to the provisions of the said Act.

(See rule 5)

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 Flat Purchaser" ( ..... ) of the Other Part.

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

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

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

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

AND WHEREAS as a result of the Urban Land (Ceiling & Regulation) Act, 1976 ( hereinafter referred to as " the Ceiling Act" ) which came into force in the State of Maharashtra on the 17<sup>th</sup> February 1976 Vendor/Lessor/Original Owner/Promoter were not entitled to hold any vacant land in excess of the ceiling limit except as otherwise provided in the Ceiling Act;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter having been shown to be the owner of the said land in the Government and revenue records, the Vendor/Lessor/Original Owner/Promoter submitted to the Government of Maharashtra ( hereinafter referred to as " the Government" ) in the name of the Vendor/Lessor/Original Owner and/or Promoter an application under section 20 of the Ceiling Act for exempting the said land from the provisions of the Ceiling Act.

AND WHEREAS by an Order..... dated .....( hereinafter referred to as " the said Order" ) the Government exempted, subject to the conditions stated in the said Order, the said land from the provisions of the Ceiling Act;

AND WHEREAS as per the said Order and as a result of the Development Agreement the Promoter is entitled and enjoined upon to construct building on the said land in accordance with the said order.

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter having been shown to be the owner of the said land in the Government and Revenue records, the Vendor/Lessor/Original Owner/Promoter submitted to the Government of Maharashtra ( hereinafter referred to as " the Government" ) in the name of the Vendor/Lessor/Original Owner and Promoter an application under section 21 of the Ceiling Act and the guidelines framed by the

Government in respect of section 21 of the Ceiling Act for the purpose of developing the said land as stated in accordance with the provisions of the Ceiling Act;

AND WHEREAS by an Order No. ....dated .....( hereinafter referred to as "the said Order") the Competent Authority under the Ceiling Act permitted the Vendor/Lessor/Original Power and/or Promoter to continue to hold the said land for the construction of houses for weaker sections of the Society through the Promoter subject to the terms and conditions therein contained.

AND WHEREAS as per the said Order and as a result of the Development Agreement the Promoters are entitled and enjoined upon to construct buildings on the said land in accordance with the said Order;

AND WHEREAS the Vendor/Lessor/Original Owner/Promoter being in possession of the said land and buildings thereon will be demolishing/have demolished the old buildings and structures and constructing/has constructed instead new multistoried buildings thereon.

AND WHEREAS permission contemplated by section 22 of the Ceiling Act for Development has been obtained by the Vendor/Lessor/Original Owner/Promoter.

AND WHEREAS the Promoter has proposed to construct on the said land (here specify number of buildings) ..... new multistoried buildings of ground floor at stilt level and (here specify number of floors) ..... or more upper floors ( hereinafter referred to as " the said building/s");

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

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

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

AND WHEREAS the Flat Purchaser demanded from the Promoter and the Promoter has given inspection to the Flat Purchaser of all the documents of title relating to the said land, the said Order, the Development Agreement and the plans, designs and specifications prepared by the Promoter's Architects Messrs..... and of such other documents as are specified under the the Maharashtra Housing ( Regulation and Development ) Act, 2012 ( hereinafter referred to as "the said Act") and the rules made thereunder;

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

AND WHEREAS the Promoter has got approved from the concerned local authority the plans, the specifications, elevations, sections and details of the said building/s.

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

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

AND WHEREAS the Flat Purchaser applied to the Promoter for allotment to the Flat Purchaser of Flat No. .... on ..... floor in building No. .... situated at .....

AND WHEREAS prior to making application as aforesaid, as required by the provisions of Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) and the Urban Land (Ceiling and Regulation) Act, 1976, the Flat Purchaser has made a declaration to the effect firstly, that neither the Flat Purchaser nor the members of the family ( family as defined under the Urban Land ( C & R ) Act of 1976 ) of Flat Purchaser own a tenement, house or building within the limits of ..... (Name of town in which flat applied for is located);

AND WHEREAS relying upon the said application, declaration and Agreement, the Promoter agreed to sell to the Flat Purchaser a flat at the price and on the terms and condition hereinafter appearing;

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs..... (Rupees ..... ) only, being part payment of the sale price of the flat agreed to be sold by the Promoter to the Flat Purchaser as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) which shall in no event exceed twenty per cent, of the sale price of the flat agreed to be sold to the Flat Purchaser, and the Flat Purchaser has agreed to pay to the Promoter the balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 9 of the said Act the Promoter is required to execute a written Agreement for sale of said flat to the Flat Purchaser, being in fact these presents and also to register said Agreement under the Registration Act, 1908.

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

1. The Promoter shall construct the said building/s consisting of ground and ..... upper floors on the said land in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Flat Purchaser with only such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority/the Government to be made in them or any of them;

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

2. The Flat Purchaser hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Flat Purchaser one flat No. .... of the type ..... of carpet area admeasuring ..... sq.metres (which is inclusive of the area of balconies ) on ..... floor as shown in the Floor plan thereof hereto annexed and marked Annexures D/Shop No. ..../covered/open Garage No. .... in the .....Building (hereinafter referred to as "the Flat") for the price of Rs. .... including Rs. .... being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common/limited common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (the price of the flat including the proportionate price of the limited common areas and facilities and parking spaces should be shown separately) The Flat Purchaser hereby agrees to pay to that Promoter the balance amount of purchase price of Rs .....( Rupees .....) having been paid to the Promoter on or before the execution of this Agreement in the following manner :-

- (i) Amount of Rs...../-(.....) (not exceeding 20% of the transaction price) to be paid to the Promoter on or before the execution of Agreement
- (ii) Amount of Rs...../-(.....) (not exceeding 40% of the transaction price) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said flat is located.
- (iii) Amount of Rs...../-(.....) ( not exceeding 65% of the transaction price) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said flat is located.
- (iv) Amount of Rs...../-(.....) (not exceeding 75% of the transaction price) to be paid to the Promoter on completion of the walls, internal plaster, doors and windows of the building or wing in which the said flat is located.
- (iv) Amount of Rs...../-(.....) ( not exceeding 85% of the transaction price) to be paid to the Promoter on completion of the flooring, plumbing and external plaster of the building or wing in which the said flat is located.
- (v) Amount of Rs...../-(.....) (not exceeding 90% of the transaction price) to be paid to the Promoter on completion of the Sanitary fittings, elevation, terraces with waterproofing, staircases, lift wells, lobbies at each floor level of the building or wing in which the said flat is located.
- (vi) Amount of Rs...../-(.....) (not exceeding 95% of the transaction price) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be

prescribed in the Agreement of sale or by statute to obtain occupation certificate of the building or wing in which the said flat is located.

- (vii) Remaining Amount of Rs...../-(.....) at the time of handing over of the possession of the Flat to the Flat Purchaser on or after receipt of occupation certificate.

3. 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 Flat to the Flat Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the Flat.

4. The Promoter hereby declares that the Floor Space Index available in respect of the said land is ..... square meters only and that no part of the said Floor Space Index has been utilized by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilized by the Promoter, elsewhere, then the Promoter shall furnish to the Flat Purchaser all the detailed particulars in respect of such utilization of said Floor Space Index by him. In case while developing the said land the Promoter has utilized any Floor Space Index of any other land or property by way of floating Floor Space Index or otherwise howsoever, then the particulars of such Floor Space Index have been disclosed by the Promoter to the Flat Purchaser.

5. In case the Promoter is acting as an agent of the Vendor/Lessor/Original Owner of the said land, then, the Promoter hereby agrees that he shall, before handing over possession of the Flat to the Flat Purchaser and in any event before execution of a conveyance/assignment of lease of the said land in favour of a corporate body to be formed by the purchasers of flats/shops/garages in the building to be constructed on the said land ( hereinafter referred to as " the Society"/ " the Limited Company" ) make full and true disclosure of the nature of his title to the said land as well as encumbrances, if any, including any right, title, interest or claim of any party in or over the said land, and shall, as far as practicable, ensure that the said land is free from all encumbrances and that the Vendor/Lessor/Original Owner/ the Promoter has/have absolute, clear and marketable title to the said land so as to enable him to convey to the said Society/Limited Company such absolute, clear and marketable title on the execution of a conveyance/assignment of lease of the said land by the Promoter in favour of the said Society/Limited Company.

6. The Flat Purchaser agrees to pay to the Promoter interest at nine per cent per annum on all the amounts which become due and payable by the Flat Purchaser to the Promoter under the terms of this Agreement from the date the said amount is payable by the purchaser to the Promoter.

7. On the Flat Purchaser committing default in payment on due date of any amount due and payable by the Flat Purchaser to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Flat Purchaser committing breach of any of the terms and conditions herein contained, the Promoter shall be entitled at his own option to terminate this Agreement:

**Provided** that, the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Flat Purchaser fifteen days



prior notice in writing 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 and default shall have been made by the Flat Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice;

**Provided further** that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Flat Purchaser the instalments of sale price of the Flat which may till then have been paid by the Flat Purchaser to the Promoter but the Promoter shall not be liable to pay to the Flat Purchaser any interest on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Promoter, the Promoter, shall be at liberty to dispose of and sell the Flat to such person and at such price as the Promoter may in his absolute discretion think fit.

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

9. The Promoter shall give possession of the Flat to the Flat Purchaser on or before..... day of .....200 If the Promoter fails or neglects to give possession of the Flat to the Flat Purchaser on account of reasons beyond his control and of his agents as per the provisions of sub-section (b) of section 16 Maharashtra Housing (Regulation and Development) Act, 2012 by the aforesaid date or the date or dates prescribed in sub-section (b) of section 16 of the said Act, then the Promoter shall be liable on demand to refund to the Flat Purchaser the amounts already received by him in respect of the Flat with interest at a rate as may be prescribed by the Housing Regulatory Authority per annum from the date the Promoter received the sum till the date the amounts and interest thereon is repaid, provided that by mutual consent it is agreed that disputes as to whether stipulations specified in sub-section (b) of section 16 have been satisfied or not will be referred to the Housing Regulatory Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat Purchaser there shall, subject to prior encumbrances if any, be a charge on the said land as well as the construction or building in which the Flats are situated or were to be situated:

**Provided** that the Promoter shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of -

- (i) non-availability of steel, other building material, water or electric supply ;
- (ii) war, civil commotion or act of God ;
- (iii) any notice, order, rule, notification of the Government and/ or other public or competent authority.

Note - The provisions of this proviso are not mandatory but negotiable.

10. The Flat Purchaser shall take possession of the Flat within..... days of the Promoter giving written notice to the Flat Purchaser intimating that the said Flats are ready for use and occupation:

**Provided** that if within a period of five years from the date of handing over the Flat to the Flat Purchaser, the Flat Purchaser brings to the notice of the Promoter any defect in the Flat or the building in which the Flat are situated or the material used therein or any unauthorized change in the construction of the said building, then, wherever possible such defects or unauthorized changes shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Flat Purchaser shall be entitled to received from the Purchaser compensation for such defect or change. If there is a dispute regarding any defect in the building or material used or any unauthorized change in the construction, the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Housing Regulatory Authority, be referred for decision to such officer not below the rank of an Executive Engineer as the State Government may, by general or special order, specify in this behalf.

11. The Flat Purchaser shall use the Flat or any part thereof or permit the same to be used only for purpose of residence/office/show-room/shop/go down for carrying on any industry or business. He shall use the garage or parking space only for purpose of keeping or parking the Flat Purchaser's vehicle.

12. The Flat Purchaser along with other purchasers of flats in the building shall join in forming and registering the Society or a Limited Company to be known by such name as the Flat Purchasers may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and the registration of the Society or Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within ..... days of the same being forwarded by the Promoter to the Flat Purchaser, so as to enable the Promoter to register the organisation of Flat Purchaser under section 18 of the said Act within the time limit prescribed by rule 11 of the Maharashtra Housing (Regulation and Development) (General) Rules, 2014. No objection shall be taken by the Flat Purchaser if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

13. Unless it is otherwise agreed to by and between the parties here to the Promoter shall, within four months of registration of the Society or Limited Company, as aforesaid cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the aliquot part of the said land together with the building/s by obtaining/or executing the necessary conveyance/assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favor of such Society or Limited Company or Apex Body/Federation, as the case may be, and such conveyance/ assignment of lease shall be in keeping with the terms and provisions of this Agreement.

14. Within 15 days after notice in writing is given by the Promoter to the Flat Purchaser that the Flat is ready for use and occupation, the Flat Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the Flat) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other levies by the

concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building/s. Until the Society Limited Company is formed and the said land and building/s transferred to it, the Flat Purchaser shall pay to the Promoter such proportionate share of outgoings as may be determined. The Flat Purchaser further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter provisional monthly contribution of Rs. .... per month towards the outgoings. The amounts so paid by the Flat Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 20(1) of the said Act, on such conveyance/assignment of lease being executed the aforesaid deposits (less deductions provided for this Agreement shall be paid over by the Promoter to the Society or the Limited Company, as the case may be. The Flat Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever.

15. The Flat Purchaser shall on or before delivery of possession of the said premises keep deposited with the Promoter the following amounts :-

- (i) Rs. .... for legal charges.
- (ii) Rs. .... for share money, application entrance fee of the Society or Limited Company.
- (iii) Rs. .... for formation and registration of the Society or Limited Company.
- (iv) Rs. .... for proportionate share of taxes and other charges.

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Total Rs. ....

16. The Promoter shall utilise the sum of Rs. .... paid by the Flat Purchaser to the Promoter 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 as the case may be, Limited Company, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the conveyance or assignment of lease.

17. At the time of registration the Flat Purchaser shall pay to the Promoter the Flat Purchasers' share of stamp duty and registration charges payable, by the said Society or Limited Company on the conveyance or lease or any document or instrument of transfer in respect of the said land and the Building to be executed in favour of the Society or Limited Company.

18. The Flat Purchaser/s or himself/themselves with intention to bring all persons into whosever is hands the Flat may come, hereby covenants with the Promoter as follows :-

- (a) To maintain the flat at the Flat Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the flat is taken and shall not do or suffer to be done anything in or to the building in which the Flat 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 Flat is situated and the Flat itself or any part thereof without the consent of the local authorities, if required.

- (b) Not to store in the Flat 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 Flat 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 Flat is situated, including entrances of the building in which the Flat is situated and in case any damage is caused to the building in which the Flat is situated or the Flat on account of negligence or default of the Flat Purchaser in this behalf, the Flat Purchaser shall be liable for the consequences of the breach.
- (c) To carry out at his own cost all internal repairs to the said Flat and maintain the flat in the same condition, state and order in which it was delivered by the Promoter to the Flat Purchaser and shall not do or suffer to be done anything in or to the building in which the Flat is situated or the Flat 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 Flat Purchaser committing any act in contravention of the above provision, the Flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (d) Not to demolish or cause to be demolished the Flat 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 Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated and shall keep the portion, sewers, drains and pipes in the Flat 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 Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Flat without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat in the compound or any portion of the said land and the building in which the Flat is situated.
- (g) Pay to the Promoter within..... 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 Flat is situated.

- (h) 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 Flat by the Flat Purchaser to any purposes other than for residential purpose.
- (i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Flat until all the dues payable by the Flat Purchaser to the Promoter under this Agreement are fully paid up and only if the Flat Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Flat Purchaser has intimated in writing to the Promoter
- (j) The Flat Purchaser shall observe and perform all the rules and regulations which the Society or the Limited Company 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 flats 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 Flat Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (k) Till a conveyance of the building in which Flat is situated is executed the Flat Purchaser shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

19. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Flat Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

20. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Flats or of the said Plot and Building or any part thereof. The Flat Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc., will remain the property of the Promoter until the said land and building is transferred to the Society/Limited Company or other body as hereinbefore mentioned.

21. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser by the Promoter shall not

be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser nor shall the same in any manner prejudice the rights of the Promoter.

22. The Flat Purchaser 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.

23. All notices to be served on the Flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Flat Purchaser by Registered Post A.D. / Under Certificate of posting at his/her address specified below :

viz. ....

.....

.....

24. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the respective purchaser of the terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Flat Purchaser. The said terrace shall not be enclosed by the Flat Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or as the case may be, the Limited Company.

25. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 (Mah. Act No. XV of 1971) and the rules made thereunder/said Act and the rules made thereunder.

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

**First Schedule** Above Referred to

(Description of the freehold/leasehold land and all details as referred to in clauses (a), (b), and (e) of the sub-section (2) of section 3 as well as sub-section (2)(b) of section 9 of the said Act.

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

**Second Schedule** Above Referred to

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

**ANNEXURE –A**

Name of the Attorney at Law/Advocate,  
Address :  
Date :

No.  
RE. :

**CERTIFICATE**

This is to certify that we have investigated the title to the aforesaid property which is more particularly described below in the Schedule hereunder written and have perused the title deeds and certify that in our opinion the title of ..... the Vendor/Lessor/Original Owner / Promoter is clear, marketable and free from encumbrances, charges and/or claims.

**The Schedule Above Referred to**  
(Description of property)

Place:  
Dated .....day of ..... 20.....

(Signed )  
Signature of Attorney-at-Law/Advocate

**ANNEXURE –B**

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

**ANNEXURE –C**

(Copy of the plans and specifications of the Flat as approved by the concerned local authority).

**ANNEXURE –D**

(Description of the Flat).

**ANNEXURE –E**

(Specification and amenities for the Flat),

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

Received of and from the Flat Purchaser above named the sum of Rupees ..... being within twenty per cent. of the sale price of the Flat as advance payment or deposit paid by the Flat Purchaser to the Promoter.

I say received.

The Promoter/s.

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

(Debashish Chakrabarty)  
Principal Secretary to Government.