THE MAHARASHTRA OWNERSHIP FLATS (REGULATION OF THE PROMOTION OF CONSTRUCTION, SALE, MANAGEMENT AND TRANSFER) RULES, 1964

G.N., U.D., & P.H.D. NO. FOB. 1062/UNIFICAITON-I, DATED 8TH FEBRUARY 1964

(M.G., PT. IV-B, P. 105)

Amended by G.N., U.D., P.H. & H.D., No. FOB 1160/1480 –J-(1), dated 23rd February 1968 (M.G., Pt. IV-B, p.322).

Amended by G.N., U.D., P.H. & H.D., No. FOB 1166/1480 –J-(1),dated 15th December 1969 (M.G.,1970,Pt. IV-B, p. 11)

Amended by G.N., U.D., P.H. & H.D., No. FOB 1070/70649(b) –J, dated 6th July 1972 (M.G., Pt. IV-B, p.1228).

Amended by G.N., U.D., P.H. & H.D., No. FOB 1073/57544-J, dated 23rd May 1974 (M.G., Pt. IV-B, p.617).

Amended by Corrig. U.D., P.H. & H.D., No. FOB 1075/255-D-37,dated 12th August 1975 (M.G., Pt. IV-B, p.696).

Amended by G.N., P.W. & H.D., No. FOB 1171/21306 –D-37, dated 17th August 1979 (M.G., Pt. IV-B, p.1483).

Amended by G.N., H. &.S.A.D., No. FOB 1085/7956/II, dated 10th April 1987 (M.G., Pt. IV-B, p.412).

Amended by G.N., H. &.S.A.D., No. FOB 1095/(60)/RR-II, dated 6th March 1997 (M.G., Pt. IV-B, 1998 p.720).

Amended by Notification No. FOB. 2008/CR. 170/RR-II, dated 27th September 2010

In exercise of the powers conferred by clauses (a) to (e) of sub-section (2) of section 15 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 Mah. XLV of 1963) and of all other powers enabling it in that behalf, the Government of Maharashtra hereby makes the following rules, the same having been previously published as required by sub-section (1) of the said section 15, namely :-

1. Short title. – These rules may be called the Maharashtra Ownership Flats (Regulation of the Promotion of Construction etc.) Rules, 1964.

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

(a) "Act" means the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (Mah. XLV of 1963);

1[a-i] Form means a form appended to these rules']

1 Ins. By G.N.of 23-2-1968.

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1[(a-ii) "Apartment Ownership Act" means the Maharashtra Apartment Ownership Act, 1970 (Mah. XV of 1971);

(a-iii) "Apartment-takers" means a person, who has purchased the apartment in a property, which has been submitted under the provisions of the Apartment Ownership Act, by executing and registering a Declaration as provided by that Act;]

(b) "section" means a section of the Act;

[2][(c) words and expressions used but not defined in these Rules shall have the same meanings as assigned to them in the Act.]

3. Manner of making disclosure.- (1) A promoter for the purposes of making disclosure of any document referred to in section 3 or prescribed thereunder shall produce the original of such document before the person intending to take or taking [3][one or more flats [4]**"]. [5][The promoter shall display or keep all the documents, plans or specifications (or copies thereof) referred to in clauses (a), (b) and (c) of sub-section (2) of the said section 3 at the site and permit inspection thereof";] Such person may ask the promoter all relevant questions for seeking further information or clarification in respect of any documents of matter 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 to the best of his knowledge and belief.

(2) The promoter while making disclosure of the outgoings as required by clause (j) of sub-section (2) of section 3 shall state the basis on which any estimated figures or other information is given.

[6]["(3) The Promoter shall, when the flats are advertised for sale, disclose *inter alia* in the advertisement the particulars as required by sub-clauses (i) to (iv) (both inclusive) of clause (m) of sub-section (2) of section 3].

4. True copies of certain documents to be given.-A promoter shall, on demand and payment of a reasonable charge therefor, give to any person intending to take or taking [7][one or more flats [8]**] true copies of the following documents, namely:

(a) all documents of title relating to the land on which the [9][flats] are constructed, or are to be constructed, which are in the promoter's possession or power;

1 Inserted by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

2 Added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

3 Subs. By G.N. of 6-7-1972.

4 Deleted by G.N. of 23-5-1974.

5 Ins. By G.N. of 10-4-1987.

6 Added by G. N. of 10-4-1987.

7 Subs. By G.N. of 6-7-1972.

8 Deleted by G.N. of 23-5-1974.

9 Subs. By G.N. of 6-7-1972.

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(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, including any right, title, interest or claim, of any party in or over such land;

(d) the plans and specifications of the buildings built or to be built on the land referred to in clause (e) of sub-section (2) of Section 3;

(e) a list of fixtures, fittings and amenities (including the provision for one or more lifts) provided or to be provided for [1][the flat [2]**];

(f) a list referred to in clause (g) of sub-section (3) of section 3;

(g) a list of all outgoing referred to in clause (j) of sub-section (2) of section 3 and the basis on which any estimated figures or other information is given to the person intending to take or taking the flat.

[3]**[5. Particulars to be contained in agreement.-**The promoter shall, before accepting any advance payment or deposit, enter into an agreement with the flat purchaser in

Form V containing the particulars specified in clause (a) of sub-section (1A) of section 4 and shall attach thereto the copies of the documents specified in clause (b) of the said sub-section (1A)].

4[***]

5**[7. Fees to be paid under section 7(2).-**Where a dispute is to be referred for decision under sub-section (2) of section 7,

(a) if the dispute is in respect of a single flat, or if the reference is to be made by a single flat purchaser, the fees payable shall be Rs.100;

(b) if the dispute is in respect of more than one but less than ten flats or a common reference is to be made by more than one but less than ten flat purchasers, the fee payable shall be Rs.100 per flat;

(c) if the dispute is in respect of more than ten but less than twenty-five flats or a common reference is to be made by more than ten but less than twenty-five flat purchasers, the fee payable shall be Rs.1,000 in lump sum;

(d) if the dispute is in respect of more than twenty-five flats or a common reference is to be made by more than twenty-five flats purchasers, the fee payable shall be Rs.2,000 in lump sum.

8. Period for submission of application for registration of Co-operative Society or company of flat purchasers.-Where a co-operative society or a company of person taking the flats is to be constituted, the promoter shall submit an application to the

1 Subs. By G.N. of 6-7-1972.

2 Deleted by G.N. of 23-5-1974.

3 Subs. by G. N. of 10-4-1987.

4 Deleted by G. N. of 10-4-1987

5 Subs. by G. N. of 17-8-1979.

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Registrar for registration of the co-operative society or the company, as the case may be, within four months from the date on which the minimum number of persons required to form such organisation have taken flats.

1[Where the apartment takers propose to submit the apartments to the provisions of the Maharashtra Apartment Ownership Act, 1970, by executing Declarations and Deeds of Apartments as required by that Act, the promoter shall inform the Registrar as defined in the Maharashtra Co-operative Societies Act, 1960, as soon as possible after the date on which all the apartment owners (being not less than five) have executed such Declarations and Deeds of Apartment.

9. Period for conveyance of title of promoter to organisation of flat purchasers.-If no period for conveying the title of the promoter to the organisation 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.

2[When a promoter has submitted his property to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing and registering a Declaration as required by section 2 of the 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, the apartment taker has entered into possession of his apartment.

3[The promoter shall file with the Competent Authority a copy of the conveyance executed by him under sub-section (1) of section 11 within a period of two months from the date of its execution.]

4**[10. Manner of making disclosure before the officer appointed under section 5.-**(1) For the purpose of making disclosure of all transactions in respect of the account referred to in section 5 or for the purpose of making disclosure of information and documents in the manner prescribed in these rules, a promoter shall produce before the officer, appointed under the said section, the following documents in relation to such account within such time as that officer may fix in that behalf, namely:-

1. The Cash Book.
2. The General Ledger.
3. The Personal Ledger.
4. The Nominal Accounts.
5. The Receipts of Advances and Deposits.
6. The Vouchers of Expenditure

1 Added by G.N. of 6-7-1972

2 Added by G.N. of 6-7-1972.

3 Added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

4 Added by G.N. of 23-7-1968.

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7. Bank Pass Book.
8. The Register of Flat Purchasers. 1**
9. The Register of Flats.
10. The Statement indicating Receipts and disbursement (General).
11. The Statement indicating Receipts and Disbursement of Individual Accounts.

(2)[2] [The Register of Flat Purchasers and the Register of Flats [3]**] shall be in Forms I and II, respectively, and the statement at serial numbers 10 and 11 in sub-rule (1) shall be in

Form III and IV, respectively. The other documents referred to in sub-rule (1) may be maintained according to the trade practice.

[4][**11. Applications under sections 10 and 11.-** (1) (a) Every application under the proviso to sub-section (1) of section 10 or sub-section (3) of section 11 may be presented in person by the applicant or by their duly appointed Authorised Representative, to the Competent Authority during its office hours or may be sent to the Competent Authority by registered post.

(b) Where an application is signed and presented by an Authorised Representative, it shall be accompanied by a letter of authority appointing him as such and duly signed by the applicant and accepted by the Authorised Representative.

(c) Every application shall be made in accordance with the provisions of the Act, the rules and notifications and shall be affixed with such court fee stamps, as may be prescribed and pay the necessary enquiry fees.

(2) Notice of date of hearing.- The Competent Authority shall issue necessary notice to all the parties regarding the date fixed for hearing the application and publish or display the date fixed for the hearing thereof on the office notice board sufficiently in advance.

(3) Place of Hearing.- All applications filed under the proviso to sub-section (1) of section 10 or sub-section (3) of section 11 shall ordinarily be heard at the respective offices of the Competent Authority.

(4) Office hours.- The office of the Competent Authority shall observe the same office hours as other offices of the Government of Maharashtra observes. It shall remain closed on Sundays and on such other days as may be declared to be holidays for the offices of the State Government.]

1 Deleted by G. N. 23-5-1974.

2 Subs. by G.N. of 6-7-1972.

3 Deleted by G. N. 23-5-1974.

4 Rules 11 added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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[1][**12. Form of Applications under sections 10 and 11.-** Application under the proviso to sub-section (1) of section 10 shall-be in

Form VI. Application under sub-section (3) of section 11 shall be in Form VII.]

[2][**13. Scrutiny of applications and notice to the parties, etc.-** (1) Registration of applications.- (a) On receipt of an application, the office of the Competent Authority shall endorse on it the date of its receipt and shall as soon as possible, examine it and satisfy itself that the person presenting it has authority to do so and that it conforms with all the provisions of the Act and the Rules made thereunder.

(h) If the Competent Authority is satisfied that the application is complete in all respect, it shall cause the application to be registered, as admitted, in the appropriate register maintained under these Rules.

(c) If the application is not complete, the Competent Authority may send notice in the

Form VIII, to the applicant/s to rectify the defects or comply with such requirements, as it may deem fit to conform with all the provisions of the Act, and these Rules, within a period of fifteen days of the receipt of the said notice. The Competent Authority may, for sufficient cause, may give further extension of not more than fifteen days to comply with the requirements.

If the above defect in an application is rectified, the Competent Authority shall cause it to be admitted and register the application in the appropriate register.

(2) Maintenance of registers and procedure for issuing notice, etc.- The Competent Authority shall maintain the Register of applications received by it in

On admitting the application, the Competent Authority shall, within a period of fifteen days thereof, issue a notice in

Form X to the opponent/s requiring him/them to file the written statement on the day, date and place as may be specified therein. Such notice shall be served on the opponents by registered post acknowledgment due or under certificate of posting on the last known address.

(3) Appearance of parties and consequence of non-appearance.- (a) On the date fixed as aforesaid, the opponent shall appear either in person or through his Advocate or his authorized Representative before the Competent Authority and shall file a written statement.

(b) On the date of hearing, if the applicant appears and the opponent or any of the opponents does not or do not appear, as the case may be. the Competent Authority shall decide the Application ex-parte:

Provided that, before deciding the Application, if the Opponent appears and shows a sufficient cause for his non-appearance on the earlier occasions. he shall be heard in the matter as if he had appeared before the Competent Authority on the first day.

1 Rules 12 added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

2 Rules 13 added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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(c) If on the date fixed for hearing or on any other day to which the hearing may be adjourned, the applicant does not appear either in person or by his Authorised Representative, when application is called for hearing, the Competent Authority may dismiss the application.

(d) If, on the date fixed for hearing or any other day to which the hearing may be adjourned, the Opponent/s does/do not appear either in person or through his/ their Authorised Representative, when the Application is called for hearing, the Competent Authority may decide the same on merits after hearing the Applicant or his Authorised Representative, if present.

(4) Production and inspection of documents.- (a) The parties shall file the documents referred to in the pleadings at the time of filing application and written statement, as the case may be. If either party satisfies the Competent Authority that any document is relevant and the same is in the custody of the opposite party, the Competent Authority may, by an order in writing, direct such party to produce such document on the next date of hearing.

(b) If the party so ordered, fails to produce such documents on the next date of hearing, the Competent Authority may draw adverse inference against such party and hearing of the original application shall not be postponed till filing of such documents or for the reasons of such non compliance of the order.

(c) If the Competent Authority is satisfied that the documents required to be produced, cannot be brought before the Competent Authority for sufficient reasons like its volume or otherwise, the Competent Authority may allow the opposite party to take inspection of the documents within seven days from the date of order of such inspection.

(d) If the Competent Authority is satisfied that the opponent had no access to the documents earlier and the filing of additional statement is necessary, it may allow the filing of such additional statement.

(5) Procedure for hearing the application.- (a) On receipt of the statement of the opponent, the applicant shall prove contents of the application and also deal with the contention of defenses. The opponent likewise may file reply in support of the defense on the next date, if he so desires. No cross-examination of any of the parties shall be permitted.

(b) On receipt of the replies, the Competent Authority shall proceed to hear oral arguments of the parties and after hearing, shall close the proceedings for the order.

(c) The Competent Authority shall. within reasonable time and in any case not later than six months from the date of receipt of the application, after making such enquiry deemed necessary and after verifying the authenticity of the documents submitted by the parties and after hearing them and giving the parties sufficient opportunities as required under the Act and the principles of natural justice, pass such appropriate order as it deems fit, as provided under the Act.

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(6) Signing of order and the notice and the official seal.- (a) Every judgment, order and the certificate of the Competent Authority shall be delivered or supplied or provided to all the concerned parties.

(b) The Competent Authority shall have an Official Seal of its own, which shall be kept in the custody of the Competent Authority.

(c) Every judgment, order, certificate and the notice issued under the Act or these Rules shall be signed by the Competent Authority and shall bear the official seal on it.

(d) All the records of the Competent Authority shall be kept in its custody.]

Forms

[1][FORM I]

[2][SEE RULE 10(2)]

Form of Register of persons purchasing ownership flats [3]**……..in the (name of building)…….and constructed by (name of builder)…….

Serial No.	Date of application	Name	Address	Date of agreement	No. of the flat	Agreement of persons [4]*	
1	**2**	**3**	**4**	**5**	**6**		
Floor	Amount paid	Date of payment		Date of receipt	No. of receipt	Date of	
7	**8**	**9**		**10**	**11**		

FORM II

[5][SEE RULE 10(2)]

Form of Register of flats [6]**…….. sold in the (name of building) ……..constructed by the (name of builder)……

1 Added by G.N. of 23-2-1968.

2 Inserted by G.N. of 15-12-1969.

3 Deleted by G. N. 23-5-1974.

4 Deleted by G. N. 23-5-1974.

5 Inserted by G.N. of 15-12-1969.

6 Deleted by G. N. 23-5-1974.

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Serial No.	No. of flat [1]**	Name of the Purchaser	Address of the Purchaser	Whether purchased or agreed to be purchased
1	**2**	**3**	**4**	**5**
Whether original purchaser or a transferee	Date of agreement settle	The price and td	No. of instalment amount	Date of paymen
6 7	**8**	**9**	**10**	

FORM III

[2][SEE RULE 10(2)]

Statement indicating person-wise receipts and disbursements in respect of sum accepted as advance or deposit from the [3][Flat purchasers] in the (name of building)……..building constructed by (name of the builder)…….

Name of the [4][Flat [5]**……. Purchasers] ……. Date of Agreement …….

Flat No……..Floor No…….

Serial No.	Date of payment	Receipt No.	Purpose	Date of deposit in the Bank
1	**2**	**3**	**4**	**5**

Date of withdrawal from the Bank	Purpose of withdrawal	Date of disbursement	Voucher No.	Balance
6	**7 8**	**9**	**10**	

1 Deleted by G. N. 23-5-1974.

2 Ins. by G.N. of 15-1-1969

3 Subs. by G. N. of 6-7-1972.

4 Subs. by G. N. of 6-7-1972.

5 Deleted by G. N. 23-5-1974.

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[1][FORM IV]

[2][[SEE RULE 10(2)]]

Statement indicating purposewise receipts and disbursements in respect of sums accepted as advance or deposit from the [3][flat purchasers [4]** in the (name of building)……..building constructed by the (name of the builder)…….

Purpose of deposit of advance	From whom deposit received	Date of Receipt No.	Date of deposit in the Bank
1 2 3	**4 5**		

Date of withdrawal from the Bank	Purpose of withdrawal	Date of disbursement	Voucher No.	Balance in account
6	**7 8**	**9**	**10**	

[5][FORM V

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 will have to be modified and adapted in each case having regard to the facts and circumstances of each case but in any event such [6][clauses 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13 and 22 which are statutory and

mandatory according to the provisions of the Act and these rules shall be retained] in each and every individual agreement/s executed between the Promoter and Flat Purchaser. Any departure or variation from these statutory and mandatory conditions, being violative and *ultra vires* of the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act,

1 Inserted by G.N. of 15-11-1969.

2 Ins. by G.N. of 15-1-1969

3 Subs. by G.N. of 6-7-1972.

4 Deleted by G.N. of 23-5-1974.

5 Added by G.N. of 10-4-1987.

6 Substituted by G.N. of 22-02-1990.

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1963 (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 (c) 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 the land and building who engages a developer (also a promoter) as his agent to develop the land and building and authorises 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 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 utilised 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, 1971 (Mah. Act No. XV of 1971). However, in case of properties to which the Maharashtra Apartment Ownership Act, 1971 applies certain provisions of the 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 One Thousand Nine Hundred and Eighty ……. Between ……. hereinafter referred to as "the Promoter" (…….) of the One Part and (……) hereinafter referred to as "the Flat Purchaser" (……) of the Other Part.

1WHEREAS the Promoter has by an Agreement/Conveyance dated……..day of……..19 and executed between……of the One Part (hereinafter referred as the Vendor) and the Promoter of the Other Part the Vendor has 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").

2WHEREAS by and under a Lease/an agreement for Lease dated the …… day of …….. 19……. 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 an immovable property being piece or parcel of leasehold land being at …… in the registration Sub-district of …….. admeasuring … …..sq. metres 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.

[3]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.

1 The recital should be retained if the Promoter is also the owner of the Freehold land. 2 These recitals should be retained if the Promoter is also the owner of the Leasehold land. 3 These recitals should be retained if the Promoter is also the owner of the Leasehold land.

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[1]WHEREAS by an agreement dated…….. day of……. 19 / 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 has appointed the Promoter as his agent to develop 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;

[2]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 17th 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.

[3]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 and application under section 20 of Ceiling Act for exempting the said land from the provisions of the Ceiling Act.

[4]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.

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

[6]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 the application in accordance with the provisions of the Ceiling Act.

[7]AND WHEREAS by order No……..dated……..(hereinafter referred to as "the said Order") the Competent Authority under the Ceiling Act permitted the Vendor/Lessor/Original Owner and/or Promoter to continue to hold the said land for the

1 This recital should be retained if the Promoter is not himself the owner of the land but is only a developer or builder.

2 Retain if provisions of U. L. (C. & R.) Act, 1976 are applicable. 3 Applicable only in case of section 20 of U.L. (C & R) Act, 1976. 4 Applicable only in case of section 20 of U.L. (C & R) Act, 1976. 5 Applicable only in case of section 20 of U.L. (C & R)

Act, 1976. [6] Applicable only in case of section 21 of U.L. (C & R) Act, 1976. [7] Applicable only in case of section 21 of U.L. (C & R) Act, 1976.

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construction of houses for weaker sections of the Society through the Promoter subject to the terms and conditions therein contained.

[1]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.

[2]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 multi storied building thereon.

[3]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 [4]……..new multistoried buildings of ground floor at stilt level and [5]…….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 of Architects and such agreement is as per the agreement prescribed by the council of Architects; whereas the promoter has appointed a structural Engineer for the preparation of the structural design and drawings of the buildings and the promoter accepts of 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 and to revise 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 Promoters/Architects Messrs……and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of construction, Sale, Management and Transfer) Act, 1963, (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 or 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 here to 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.

[1] Applicable only in case of section 21 of U.L. (C & R) Act, 1976. [2] Applicable only in case of section 22, ibid.

[3] Applicable only in case of section 22, ibid.

[4] Here specify number buildings.

[5] Here specify number of floors.

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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/s 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 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 (Maharashtra Act No. XXIV of 1960) 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 on a tenements, house or building within the limits of [1]……(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 conditions hereinafter appearing.

AND WHEREAS prior to the execution of these presents the Flat Purchaser has paid to the Promoter a sum of Rs …….. [2](Rupees……..[3]) 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 do hereby admit of acknowledge) which shall in no event exceed fifteen 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 balance of the sale price in the manner hereinafter appearing.

AND WHEREAS under section 4 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.

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

1. The Promoter shall construct the said building/s consisting of ground and …….. upper floors on the said land in accordance with the plans, designs, 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 Promoters may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them:

[1] Here specify the Town.

[2] This amount of first instalment should not exceed 15 per cent of the sale price of the Flat. [3] This amount of first instalment should not exceed 15% of the price of the Flat, flat of the purchaser.

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Provided that the Promoter shall have to obtain prior consent in writing to the Flat Purchaser in respect of such variations or modifications which may adversely affect the flat of the purchaser.

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. meters (which is inclusive of the area of balconies) on floor as

shown in the floor plan thereof hereto annexed and marked Annexure D/Shop No. ……/covered/open Garage No……in the [1]……..Building (hereinafter referred to as "the flat") for the price of Rs…….including ……. 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/limited common areas and facilities which are more particularly described in the Second Schedule hereunder written. The Flat Purchaser hereby agrees to pay to that Promoter 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) 10 per cent Plinth

(ii) 20 per cent Slab

(iii) 7 per cent Walling

(iv) 10 per cent Doors and Windows

(v) 7 per cent Flooring

(vi) 7 per cent Plaster (Internal and External)

(vii) 10 per cent Sanitary Fittings and Plumbing

(viii) 14 per cent or Remaining at the time of occupation.

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 Premises to 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 …….. sq. metres only and that no part of the said floor space index has been utilised by the Promoter elsewhere for any purpose whatsoever. In case the said floor space index has been utilised by the Promoter elsewhere, then the Promoter shall furnish to the flat purchaser all the detailed particulars in respect of such utilisation of the said floor space index by him. In case while developing the said land the Promoter has utilised any floor space index of any other land or property by way of floating floor space index, then the particulars of such floor space index shall be disclosed by the Promoter to the flat Purchaser. [2][****]

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

[1] Here specify the nomenclature or number of building in which flat is allotted to the Flat Purchaser.

[2] Deleted by G. N. of 6-3-1997.

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possession of the flat to the flat purchaser and in any event before execution of a conveyance/[1]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/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/[2]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 9 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:

ProvidedAlways 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, fittings and amenities 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…… 198 . 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 section 8 of Maharashtra Ownership Flats Act, by the aforesaid date

1 Applicable in case land is leasehold.

2 Applicable if the land is leasehold.

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or the dates prescribed in section 8 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 Purchaser the amounts already received by him in respect of the flat with simple interest at nine per cent. 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 dispute whether the stipulations specified in section 8 have been satisfied or not will be referred to the Competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Promoter to the Flat purchaser they 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, cement, 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 three 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 Flats are situated or the material used therein or any unauthorised change in the construction of the said building, then, wherever possible such defects or unauthorised changes shall be rectified by the promoter at his own cost and in the case it is not possible to rectify such defects or unauthorised changes, then the Flat Purchaser shall be entitled to receive from the Promoter reasonable compensation for such defect or change.

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/godown for carrying on any industry or business. He shall use the garage or parking space only for the purpose of keeping or parking the Flat Purchaser’s own vehicle.

forming and registering the Society or a Limited Company to be known by such name as the Flat Purchaser may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and 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 Promoter to register the organisation of the Flat Purchaser under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra ownership Flats (Regulation of

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promotion of construction, Sale, Management and transfer) Rules, 1964. No objection shall be taken by the Flat Purchaser of 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 hereto 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/[1]and or assignment of lease of the said land (or to the extent as may be permitted by the authorities) and the said building in favour of such Society or Limited Company, as the case may be such conveyance/[2]assignment of lease shall be in keeping with the terms and provisions of this Agreement.

14. Commencing a week 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 at the Flats) of outgoings in respect of the said land and Building/s namely local taxes, betterment charges or such other lievies 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 further agrees that till the Flat Purchaser's share is so determined the Flat Purchaser shall pay to the Promoter provisional monthly contributions 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/ [3]assignment of lease is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of section 6 of the said Act, on such conveyance/ [4]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 5th 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.

1 Applicable if the said land is leasehold.

2 Applicable if the said land is leasehold.

3 Applicable in case the land is leasehold.

4 Applicable in case the land is leasehold.

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(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.

Total Rs. ……..

16. The Promoter shall utilise the sum of Rs. 1……..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 endorsing 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, if any, 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 whosoever hands the Flat may come, doth hereby covenant with the Promoter as follows:-

(a) To maintain the flat at Flat Purchaser's own cost any good tenantable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the Flat is situated, staircase or any passages which may be against the rules, regulations or bye-laws or concerned local or any other authority 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.

(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 not carry or cause to be carried heavy packages whose upper floors 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 at his own cost all internal repairs to the said Flat and maintain the flat in the same conditions, state and order in which it was delivered by the promoter to the Flat Purchaser and shall not do or suffering to be

1 Here specify the sum mentioned in item (i) of clause 14.

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done anything in or to the building in which the Flat is situated or the Flat which may be given the rules and regulations and bye-laws of the concerned local authority or other public authority. And 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 pipes in the Flat and 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 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 increase 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 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 levys, 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 viz. user for any purposes other than for residential purpose.

(i) The Flat Purchaser shall not let, sub-let, transfer, assign or part with Flat Purchaser 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

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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 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 conditions 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 outgoings, legal charges and shall utilise 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 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 the Promoter shall present this Agreement as well as the conveyance/[1]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

……

…….....

[1] Applicable in case the land is leasehold.

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…….....

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, (Mah. Act No. XV of 1971) and the rules made thereunder/said Act and the rules made thereunder.

Note:-Testimonium clause to be finalised in individual cases having regard to the constitution of the parties to the agreement.

First Schedule Above referred to

(Description of the free hold/lease-hold land)

Second Schedule Above Referred to

(Here set out the nature, extent and description of common areas and facilities/limited common areas and facilities).

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 persued 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)

Bombay : Dated…….day of…….198 .

(Signed)

Signature of Attorney-at-Law/Advocate

ANNEXURE B

(Copies of Property Card or extract of 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).

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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 abovenamed the sum of Rupees…….being the fifteen 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.

[1][FORM VI

(SEE RULE 12)

Form of application under proviso to sub-section (1) of section 10 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 (Mah. XLV of 1963) for obtaining direction to the concerned Registrar of Co-operative the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

Before the Competent Authority at …….

Application under proviso to sub-section (1) of section 10 of

Court-fee stamp of Rupees 1000/ (Rupees One thousand only)

Societies for registration of society.

Application No. …….. of 20 ……

…… Applicant/s;

Versus

……Promoter/s Opponent/s.

The Applicant/s above-named state as follows:

1. The Applicant is the Chief Promoter of ……..…… Co-operative Housing Society Ltd. (Proposed) having its address at Plot No. …….. (address) ……..…… (hereinafter referred to as "the said proposed Society" for the sake of brevity).

2. The Chief Promoter has been elected in the meeting of the persons who have taken flat from the Opponent (hereinafter referred to as "the flat purchasers") held on and the copy of the resolution is annexed and marked Exhibit No. ……

1 Form VI added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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3. The Applicant states that the building of the Society consists of …… wings / …… building known as ……. (give the description here)

4. The Applicant state that the Opponent No. …… and/or their Authorised Representatives has/have entered into Agreement for sale of flats/ shops with the individual purchasers of the flat/ shop and entered into Agreement for Sale of the said flat/shop as required under section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and all Agreements are duly stamped, as required under the Bombay Stamp Act, 1958 and also duly registered, as required under the Registration Act, 1908.

5. The Opponent No. 1 and their Authorised Representatives have agreed to register the Society or Company or Association of flat purchasers, to maintain the building and common areas. The copy of the said Agreement for Sale executed with one of the flat/ shop purchaser Mr./ Mrs. …….. with the Opponent No. …….. is enclosed herewith and marked as Exhibit No. ……

6. And a list of flat purchasers with the details of flat number, area, stamp duty paid, registration number, registration fees paid, etc., is given in Exhibit No. ……

7. The Applicant further states that the flat purchasers in their meeting have elected the Applicant as a Chief Promoter and also have authorised the Applicant to register the Society.

8. The Applicant states that the Opponent No. …… has failed to submit an application for registration of the organisation of flat purchasers as a co-operative society as required under sub-section (1) of section 10 of the said Act within the time prescribed under rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Rules, 1964. The Applicant is, therefore, entitled to get the direction / order from this Competent Authority for registration of the Society by the flat purchasers of the said building as per the provisions of the Maharashtra Co-operative Societies Act, 1960, under proviso to sub-section (1) of section 10 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963.

(Details of the sequence of events and the correspondence may be mentioned by the Applicant here)

9. The Applicant will rely upon a list of documents, which is annexed hereto.

10. The Applicant. therefore, pray -

(a) That this Hon'ble Competent Authority be pleased to order the registration of the proposed co-operative society under the proviso to sub-section (1) of section 10 of the Maharashtra Ownership Flats (Regulation

of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

(b) For costs of the application to be provided.

(c) For such other relief as this Hon'ble Competent Authority may deem fit.

Sd/-

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Sd/-

Advocate/Authorised Representative

Applicant.

VERIFICATION

I, Shri …… being the Applicant/ Chief Promoter of proposed Society and Authorised Representative abovenamed, residing at ……..…… floor …….. do hereby state on solemn affirmation that what is stated in the foregoing Application is true to my own knowledge and I believe the same to be true.

Solemnly declared at ……

This day …….. of …….. 20 ……

Sd/-

Before me

Sd/-

Sd/-

Advocate/Authorised Representative
Notary Public

Note.- When an Applicant is a Body Corporate, a copy of the resolution of its Committee or Board of Directors shall accompany the Application.]

1[FORM VII
(SEE RULE 12)

Form of Application under sub-section (3) of section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction,

in favour of the Applicant.

Before the Competent Authority at …….

Application under sub-section (3) of section 11 of the

Court-fee stamp of Rupees 2000/ (Rupees Two thousand only)

Sale, Management and Transfer) Act, 1963 to issue a Certificate for unilateral deemed conveyance or registration of Declaration

Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

Application No. …… of …… 20 ……..

…… Applicant/s;

1 Form VII added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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Versus

……Promoter/s Opponent/s.

The Applicant/s above-named state as follows:

(1) The Applicants are the members of a Co-operative Housing Society formed under section 10 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 duly registered under the Maharashtra Co-operative Societies Act/ the Company/ Association of Apartment- takers having its registered office at (address) …… (hereinafter referred to as "the said Society"/ "said Company"/ "said Association of Apartment-takers").

(2) The said Society / the said Company/ the said Association of Apartment-takers is in possession of a Plot of land bearing Survey No. …….. Hissa No. …… City Survey No. ……. Admeasuring ……. sq. metres, (hereinafter referred to as "the Suit Premises"). Hereto annexed and marked as Exhibit No. ……. is the copy of Registration Certificate of the said Society / the said Company/ the said Association of Apartment-takers.

(3) The Applicant states that the building of the said Society / the said Company/the said Association of Apartment-takers consists of …… wings / ……..
building known as ……

(give the description here)

(4) The Applicant states that the Opponent has entered into an Agreement for Sale of flats/ shops with the individual purchasers of the flat/ shop as required by section 4 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer) Act, 1963 and all Agreements arc duly stamped as required under the Bombay Stamp Act, 1958 and also duly registered as required under the Registration Act, 1908. The Opponent has agreed to convey the suit premises with the entire building constructed thereon (hereinafter referred to as "the said Property") to the said Society / the said Company / the said Association of Apartment-takers within the period agreed upon in the agreement or within a period of four months from the formation of the said Society / the said Company/ the said Association of Apartment-takers, as provided in rule 9 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Rules, 1964. The copy of the said Agreement for Sale executed with one of the flat/ shop purchaser Mr. / Mrs. …… with the Opponent No. …… is enclosed herewith and marked as Exhibit No. ……..…….. , and a list of present members with the details of flat number, area, stamp duty paid, registration number, registration fees paid, etc., is given in Exhibit No. ……..

(5) The Opponents have failed to execute a conveyance for conveying the right, title and interest of the promoter in the land and building in favour of the Applicants, which they are legally entitled to have and enjoy as provided under the said Act and the rules made thereunder. (In case of Association / Condominium to be submitted under Apartment Ownership Act, as per the desire of flat purchasers, the fact should be mentioned and the failure of the promoter in complying with the provisions of the law should be brought out here)

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(6) The Applicant is, therefore, entitled to have a certificate issued by this Competent Authority that the Applicant is entitled to have a unilateral deemed conveyance in respect of the suit premises under section 11 of the said Act.

(7) Accordingly, this Competent Authority be pleased to issue a certificate of entitlement of unilateral conveyance of land admeasuring …… sq. metres as specifically set out in (the Property Registration Card) the copy of the Agreement dated …….. alongwith building situated at Plot No. …….., bearing Survey No. ……. Hissa No. …… at ……. gunta, …….. (Name of the place) …….. in favour of the Applicant as the same falls within jurisdiction of this Hon'ble Competent Authority.

(8) The Applicant will rely upon a list of documents, which is annexed hereto.

(9) The Applicant therefore prays that:

(a) This Hon'ble Competent Authority be pleased to grant a Certificate that the Applicant is entitled to have an unilateral deemed conveyance of Suit Premises under section 11 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and to have it registered.

(b) For costs of the application to be provided.

(c) For such other reliefs as this Hon'ble Competent authority may deem fit.

(Sd/-)

Advocate/Authorised

(Sd/-)

Representative for Applicants.

Applicant.

VERIFICATION

I, Shri ……. member of the Applicant and Authorised Representative abovenamed, residing at …… floor …… Co-operative Housing Society Ltd. …… do hereby state on solemn affirmation that what is stated in the foregoing Application is true to my own knowledge and I believe the same to be true.

Solemnly declared at ……..

This ……. 20 ……. (Sd/-)

Before me

(Sd/-)

Notary Public.

(Sd/-)

Advocate/Authorised

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Representative for Applicants.]

[1][FORM VIII

[SEE RULE 13(1)

(C)]

Form of Notice to the Applicant to comply with the requirements in the Application filed under proviso to sub-section (I) of section 10 or sub-section (3) of section 11 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963

Before the Competent Authority at ……..

Application u/s. 10 or 11 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

Application No. ……. of …….. 20 …….

…… Versus

(Applicant/s.)

…… (Promoter/s) (Opponent/s.)

To,

The above named Applicant-

1. You have filed an Application for order under section 10/ 11 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act").

2. It does not comply with provisions of the Act, and the Rules and notifications made thereunder in the following respects:

(a) ……..

(b) ……..

You are hereby required to remedy the defects within 15 days of the receipt of this notice by you. If you fail to comply with the requirements as mentioned above, within the said period, your Application will be rejected and filed accordingly and no claim or request whatsoever will be entertained thereafter.

Given under my hand and the seal of the Competent Authority

By order,

Seal

Competent

Authority.

Dated the 20 .

1 Form VIII added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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Requirements/Defects

(1) It does not specify the name and address of the Applicant/s and also those of the Opponent/s as required under the rules.

(2) It does not bear court-fee stamp of Rs. …….. as required under the rules.

(3) (a) No Vakalatnama is filed though the memo is signed by the Advocate (b) The Vakalatnama does not bear Court Fee stamp of Rs. ……..

(c) The Vakalatnama is not signed by all Applicants.

(4) A certified copy of the Agreement for Sale executed with the Promoter / Builder is/ are not filed.

(5) The uncertified copies of Sr. No. …… above are not filed as per the rules. (6) The Application is not verified as required under the rules.

(7) Additional copies of …… Application with annexures required to be sent to all the Opponents / Promoter as per the rules arc not tendered.

(8) A Resolution of the Managing Committee/Board of Directors authorising the Applicant on behalf of the Society or the Company or the Association to sue or be sued on behalf of the Society or the Company or the Association is not filed.

(9) (a) The Application suffers from defect as stated in para. No. …….

(b) The Application complies with all the requirements under the Rules. It is registered as Application under section/rule …… of the Act/Rules. Letter or requisition calling for relevant record put for signature.

Officer of the Competent Authority]

1[FORM IX

[SEE RULE, 13(2)]

Register of applications received by the Competent Authority under sections 10 and 11 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963

Sr. No.	Date of receipt & mode of receipt and case Number
(1)	(2)

Name and address of the Applicant/and their pleaders or agents, if any	Name and address of the Opponents and their pleaders or agents, if any
(3)	(4)

1 Form IX added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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Section under which application is filed	Date on which Applicant was directed to rectify the defects and the date of compliance	Dates of hearing and manner of service of notice	Date of disposal of the application/ order passed /certificate issued
(5)	(6)	(7)	(8)

1[FORM X

[SEE RULE 13(2)]

Form of Notice to the concerned parties

Before the Competent Authority at ……..

Application u/s. 10 / 11 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963.

Application No. …… of ……. 20 ……..

…… Applicant/s;

Versus

……Promoter/s Opponent/s.

To,

The above named Applicant/s and address

The Promoter/Opponent/s and address

1. Take notice that the above Application has been filed by the Applicant under section 10 or 11 under the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and under the applicable Rules against the Promoter/ Opponents and the entire Application with enclosures are attached herewith.

2. The Promoter/Opponent/s is/are hereby called upon to file his/their written reply on ……. at …… time at the office of Competent Authority as his/ their defence in person or through his Advocate or his Authorised Representative and the Applicant is advised to collect the reply, if any filed, on …….. at …… time at the office of Competent Authority.

3. Considering the written reply received/ not received, the final hearing/ oral argument in the above case has been fixed on …….. at …….

1 Form X added by the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) (Amendment) Rules, 2010, vide Notification No. F0B. 2008/CR. 170/RR-II, dated 27th September, 2010.

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4. If you do not file the reply or do not appear on the above date or dates, personally or through the duly appointed Representatives, the matter will be heard and decided *ex parte*.

5. Given under my hand and the seal of the Competent Authority

By order,

Seal

Competent Authority.

Dated the 20 ……]

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