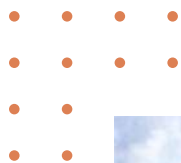
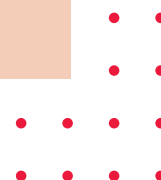
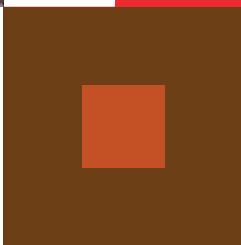




MahaRERA
Real Estate



2022



MahaRERA
Real Estate

Agent Handbook
2022

<https://maharera.mahaonline.gov.in>

MahaRERA

Real Estate

Agent Handbook

2022



Maharashtra Real Estate Regulatory Authority
(MahaRERA)

6th & 7th Floor, Housefin Bhavan, Plot No. C - 21, E - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051

Tel. No. 022 68111600

Website: www.maharera.mahaonline.gov.in

Acknowledgement

Real estate agents play a crucial role in the real estate industry and are among the most important stakeholders in the sector. With this in mind, this book has been written to provide a thorough understanding of the Real Estate (Regulation and Development) Act 2016 for real estate agents.

The Real Estate (Regulation and Development) Act 2016 is a significant piece of legislation that regulates the real estate sector and promotes the development of the industry. It is important for real estate agents to be familiar with the provisions of this act in order to comply with legal requirements and to effectively serve their clients. This book aims to provide a comprehensive overview of the act, including its key provisions and their implications for real estate agents.

This book is the result of the contributions of multiple individuals and organizations, and we would like to extend our heartfelt gratitude to them. We would like to begin by thanking the Committee constituted for development of curriculum and training handbook. This committee was instrumental in helping us to gather and organize information, and we are deeply appreciative of their hard work and dedication.

AIILSG, a premier, Government recognized Institute, under leadership of Shri. Jairaj Pathak , Director General, played a key role in development and finalisation of this book. Established in 1926, the All India Institute of Local Self-Government (AIILSG), has been the steadfast support to Urban Local Bodies (ULBs) across the Country. For more than eight decades it has contributed to the principles and practice of urban governance, education, research and capacity building. It has designed and developed a vast array of training literature and courses and trained more than 1.5 million stakeholders in diverse areas of urban governance and urban services delivery.

Finally, we would like to acknowledge the many experts and sources who have contributed to our understanding of the subject matter. Their research and insights have been invaluable in shaping our thinking and informing our arguments.

We hope that this book will serve as a valuable resource for our readers and make a meaningful contribution to the field. Thank you again for your support and interest.

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Table of Contents

1. Course Orientation	7
1.1. Introduction	7
1.2. Course Objectives & Outcomes	7
2. Introduction to Real Estate (Regulation and Development) Act 2016 (RERA)	8
2.1. Preamble, Purpose and Objectives	8
2.2. Sections of the Act	9
2.3. Key Components of the Act	10
3. Maharashtra Real Estate Regulatory Authority (MahaRERA)	12
3.1. Key Pillars of MahaRERA	12
4. Understanding of MahaRERA Portal	16
4.1. Virtual Tour of the Portal	16
4.1.1. MahaRERA Menu Bar and Sub Menus	21
5. Real Estate Agent Registration and Responsibilities	37
5.1. Who is Real Estate Agent as per RERA?	37
5.2. Registration of Real Estate Agents as per Section 9 of the Act	37
5.3. Type of Real Estate Agents	38
5.4. Registration Application and Process	39
5.5. Renewal of Registration of Real Estate Agents	41
5.6. Functions of Real Estate Agents	42
5.7. Revocation of Registration of Real Estate Agents	44
5.8. Step – by- Step Guidance for Agent Registration on MahaRERA Web Portal	45
5.8.1. Individual Agents	45
5.8.2. Non – Individual Agents	60
6. Real Estate Project Registration and Promoter Responsibilities	78
6.1. Registration of Real Estate Projects	79
6.2. Registration Application and Process	80
6.3. Extension of Registration	83
6.4. Revocation of Registration	83
6.5. Functions and Duties of Promoter	85

7. Allottees and their responsibilities	91
7.1. Rights of Allottees	91
7.2. Obligations of Allottees	92
7.3. Dispute Resolution	93
7.3.1. Complaints	93
7.3.2. Adjudication	95
7.3.3. Conciliation	95
7.3.4. Appeals	97
7.4. Penal Provisions	98
7.4.1. Penal Provisions for Promoters	98
7.4.2. Penal Provisions for Real Estate Agents	98
7.4.3. Penal Provisions for Allottees	99
7.4.4. Offence by Companies	99
8. Due Diligence before Facilitating Sale of Property	100
8.1. Verify Promoter Identity and Project Details on MahaRERA Website	100
8.2. Title of Property	100
8.3. Building Approvals and Commencement Certificate	101
8.4. Status of Tax Payments	102
8.5. Litigations against the Project	102
8.6. Allotment Letter and Model Form of Agreement	102
8.7. MahaRERA Carpet Area	102
9. Sales Process, Forms and Agreements	103
9.1. Allotment Letter	103
9.1.1. Model Allotment Letter	103
9.2. Model Form of Agreement	
9.3. Applicability of TDS to purchase of apartment and brokerage payment.	113
9.4. Basic Knowledge of Home and Mortgage Loan	115
10. Real Estate Calculations	116
10.1. Taxation/Government Fees and Levies	116
10.1.1. Goods and Services Tax (GST)	116
10.1.2. Tax Deduction at Source (TDS)	117
10.1.3. Registration charge	117
10.1.4. Stamp duty	117
10.1.5. External Development Charges	117
10.2. Cost Sheet Sample and Component details	117



1. Course Orientation



1.1. INTRODUCTION

Real Estate Agents are essential element of Real Estate Sector, who connect Allottees and Promoters and facilitate most of the real estate transactions. Recognising their importance, Real Estate (Regulation and Development) Act, 2016 recognises them as one of the key stakeholders along with Allottees and Promoters. Accordingly, every real estate agent is required to be registered with MahaRERA for engaging in any activity relating to marketing, advertising, sale or purchase of any apartments.

Real Estate Agents are the important stakeholders for the allottees and hence should have comprehensive understanding of the real estate transaction in order to guide the allottees and prevent disputes.

Therefore, in order to bring a certain level of consistency in the practices of real estate agents and enhance knowledge and awareness of regulatory framework and practices, MahaRERA has introduced Capacity Building and Certification Program for Real Estate Agents.

1.2. COURSE OBJECTIVES & OUTCOMES

This course is primarily designed to impart Knowledge and guidance to real estate agents on following:

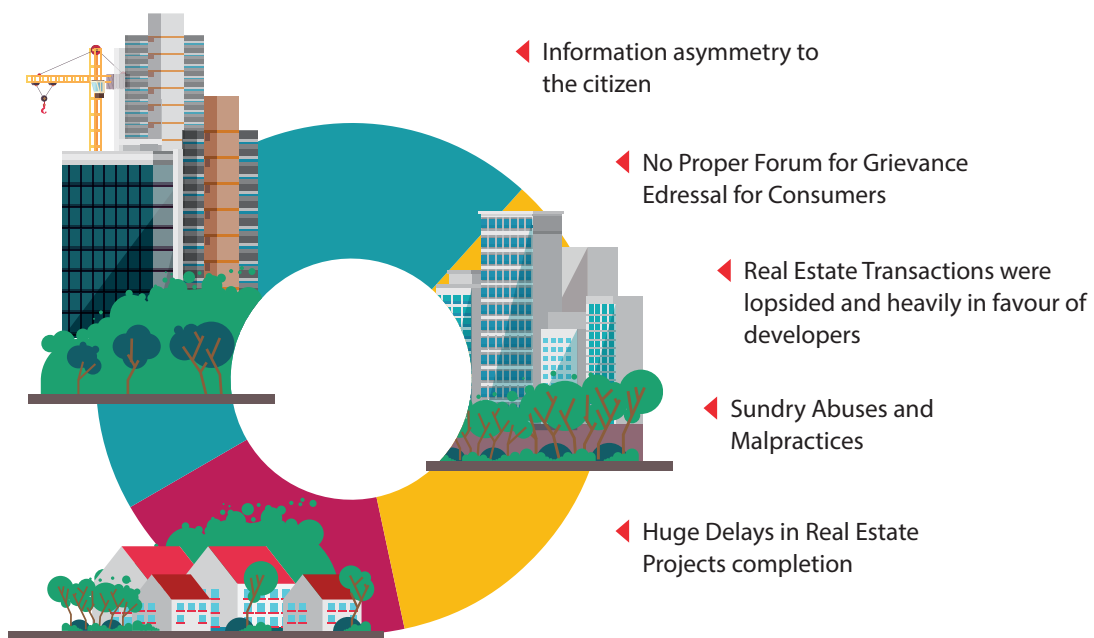
- 1) Comprehensive Understanding of RERA Law and its application from Real Estate Agent Perspective
- 2) Understanding of MahaRERA and its functions
- 3) Understanding of all aspects of real estate fundamentals which will provide an overview of the real estate industry to maximize the level of knowledge, which will in return increase competency
- 4) Knowledge of the quantitative concepts associated with the real estate industry
- 5) Ability to perform as a real estate professional once the registration has been successfully completed by conveying legal and ethical considerations that will maximize knowledge of key , components of the real estate industry.
- 6) Enable the Real Estate Agent to appear for the online certification.

This training handbook is a guide for Real Estate Agents. Considering their crucial role in the real estate business, it is necessary for them to understand Real Estate (Regulation and Development) Act 2016 deeply, so that they carry on their profession with full knowledge of the things and with confidence.

2. Introduction to Real Estate (Regulation and Development) Act 2016 (RERA)

Real Estate Sector is one of the most crucial sectors driving economic growth and providing employment to citizens of India. Yet, it has traditionally been plagued with numerous issues including opaque practices and information asymmetry. Real Estate transactions were lopsided and leaned heavily in favour of developers. Delays were rampant and homebuyers usually did not have a reliable forum to address their grievances. Below are the issues which were adversely impacting the sector:

In order to overcome these challenges, the Central Government brought in the Real Estate (Regulation and Development) Act, 2016, (RERA) to be made fully operational with effect from May 1, 2017. Some sections of the Act were notified from 1st May 2016 and all the State Governments were given one year to formulate their own Rules and Regulations and set up the Authority, to implement the Act from 1st May 2017.



2.1. PREAMBLE, PURPOSE AND OBJECTIVES

The second title of any Act contains the purpose and objectives of that Act. The second title of the RERA Act is as under:

“An Act to establish the Real Estate Regulatory Authority for regulation and promotion of the real estate sector and to ensure sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector and to establish an adjudicating mechanism for speedy dispute redressal and also to establish the Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority and the Adjudicating Officer and for matters connected therewith or incidental thereto.”

A little analysis of the long title will make it clear why the Act was made:

- The Act is for establishing an authority namely Real Estate Regulatory Authority. For any sector to work efficiently, it is necessary to have a regulatory authority and a set of rules for all the stakeholders. This Act provides the same for Real Estate Sector. The purpose of this Authority

is regulation and promotion of real estate sector. It may be noted that if there is regulation then the sector will function in an orderly manner which is necessary for its growth. Hence promotion of a healthy real estate sector is an objective of the Act.

- (b) The long title further states that the purpose of the Authority will be to ensure sale of plot, apartment or building or sale of real estate project in an efficient and transparent manner. Please note that these are the items which the Act covers and aims at ensuring that all dealings in them shall be in efficient and transparent manner (no hidden dealing).
- (c) The long title further states that the Act aims at protecting the interests of consumers in the sector, which is done by providing a mechanism to redress the disputes. It also provides for an Appellate Tribunal over the decisions of the Authority or its officers.

Therefore, The Act aims at protecting the rights and interests of consumers and promotion of uniformity and standardization of business practices and transactions in the real estate sector. It attempts to balance the interests of allottees, real estate agents and promoters by imposing certain responsibilities on all. It seeks to establish symmetry of information between the promoter and allottee, transparency of contractual conditions, set minimum standards of accountability and a fast-track dispute resolution mechanism.

The Act is applicable across India and its provisions are common to all the States. However, as the subject of regulation over the real estate sector falls under the State List, the scheme of the Act is that every State has its own Real Estate Regulatory Authority. This Authority in every State along with the State Government, makes its own rules and regulations for the working of the Authority and implementation of the provisions of the Act.

2.2. SECTIONS OF THE ACT

The Real Estate (Regulation and Development) Act 2016 has been divided into 10 CHAPTERS and categorized into 92 SECTIONS.

The Act starts with the Preamble, provides title, extent and commencement, registration of real estate projects and real estate agents, functions and duties of promoter, rights and duties of allottees, about Real Estate Regulatory Authority, Central Advisory Council, Real Estate Appellate Tribunal, various offences, penalties, and adjudication, about finances, accounts, audits, and reports and other miscellaneous provisions.

Below is the outline of the Act 2016 in tabular form-

The Real Estate (Regulation and Development) Act, 2016

Chapter No.	Title of the Chapter	Sections Covered
I	Preliminary	1 and 2
II	Registration of Real Estate Project and Real Estate Agents	3 to 10
III	Function and Duties of Promoter	11 to 18
IV	Rights and Duties of Allottees	19
V	The Real Estate Regulatory Authority	20 to 40
VI	Central Advisory Council	41 and 42
VII	The Real Estate Appellate Tribunal	43 to 58
VIII	Offences, Penalties and Adjudication	59 to 72
IX	Finance, Accounts, Audit and Reports	73 to 78
X	Miscellaneous	79 to 92

2.3. KEY COMPONENTS OF THE ACT

The key components of Real Estate (Regulation and Development) Act, 2016 are as follows:

1. Real Estate Regulatory Authority and Appellate Tribunal

Under this Act, appropriate government has to establish Real Estate Regulatory Authority for regulation and promotion of the real estate sector in the State / UTs. The Authority shall strive to facilitate the growth and promotion of a healthy, transparent, efficient and competitive real estate sector while protecting the interest of allottees, promoters and real estate agents. The authority shall also establish an adjudicating mechanism for speedy dispute redressal regarding registered real estate projects. The key responsibilities of the Authority shall be as follows:

- Ensuring Disclosures of Real Estate Projects by Promoters
- Real Estate Projects Registration
- Real Estate Agents Registration
- Complaints Redressal
- Provide recommendations to appropriate Government on matters relating to the development & promotion of real estate sector

The appropriate Government shall also establish Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority. Any person aggrieved by any direction or decision or order made by the Authority or by an adjudicating officer may file an appeal before the Appellate Tribunal and the appeal shall be dealt with by it as expeditiously as possible and endeavour shall be made by it to dispose of the appeal within a period of sixty days.

2. Real Estate Projects Registration

All commercial and residential real estate projects will have to register except in projects where

- area of land proposed to be developed does not exceed five hundred square meters
- number of apartments proposed to be developed does not exceed eight inclusive of all phases
- promoter has received completion certificate for a real estate project prior to commencement of this Act
- for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project

No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area within Maharashtra, without registering the real estate project with the Real Estate Regulatory Authority. Promoter of ongoing real estate projects, in which all buildings as per sanctioned plan have not received Completion Certificate, shall also be required to be registered for such phase of the project which consists of buildings not having occupation or completion certificate.

If any promoter fails to register as per Act, he shall be liable to a penalty which may extend up to ten per cent of the estimated cost of the real estate project. On continued violation, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent of the estimated cost of the real estate project, or with both.

Apart from Registration, the promoters shall be required to provide quarterly updates on the status of the project to the authority.

3. Real Estate Agents Registration

All Real Estate Agents should register under this Act. No real estate agent shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, without obtaining registration under this section.

If any real estate agent fails to register, he shall be liable to a penalty of ten thousand rupees for every day during which such default continues, which may cumulatively extend up to five per cent of the cost of plot, apartment or buildings, as the case may be, of the real estate project, for which the sale or purchase has been facilitated

4. Filing of complaints

Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, with respect to any registered real estate project, for any violation or contravention of the provisions of this Act or the rules and regulations made there under. The Authority shall establish an adjudicating mechanism for speedy redressal of such complaints.

Any person aggrieved by any direction or decision or order made by Authority or by an adjudicating officer may file an appeal before the Appellate Tribunal

Any person aggrieved by any decision or order of the Appellate Tribunal, may file an appeal to the High Court



3. Maharashtra Real Estate Regulatory Authority (MahaRERA)

Government of Maharashtra established Maharashtra Real Estate Regulatory Authority (MahaRERA), vide Notification No. 23 dated 8 March 2017, for regulation and promotion of real estate sector in the State. Subsequently, MahaRERA was also made the regulatory authority for Daman & Diu and Dadra Nagar Haveli.

Government of Maharashtra further promulgated the following rules detailing the functioning of Authority:

- Maharashtra Real Estate (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017
- Maharashtra Real Estate Regulatory Authority, Chairperson, Members, Officers and Other Employees (Appointment and Service Conditions) Rules, 2017
- Maharashtra Real Estate (Recovery of Interest, Penalty, Compensation, Fine payable, Forms of Complaints and Appeal, etc.) Rules, 2017
- Maharashtra Real Estate Appellate Tribunal, (Members, Officers and Employees) (Appointment and Service Conditions) Rules, 2017
- Maharashtra Real Estate Regulatory Authority (Form of Annual Statement of Accounts and Annual Report) Rules, 2017

Over the past years, Few Amendments have been notified for the aforementioned rules. All these rules with the concerned amendments are available on MahaRERA website.

MahaRERA has notified the following regulations:

- Maharashtra Real Estate Regulatory Authority (General) Regulations 2017
- Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations, 2017
- Maharashtra Real Estate Appellate Tribunal Regulations, 2019

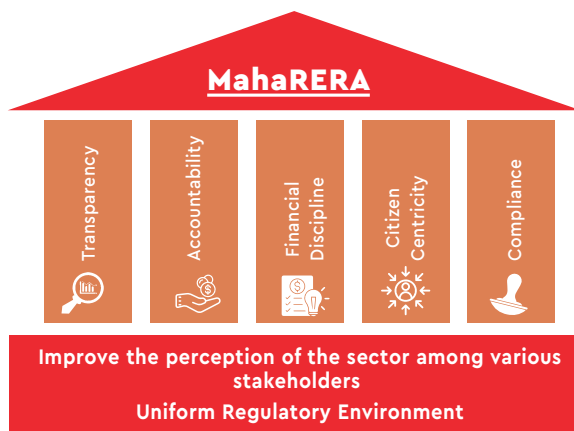
Similarly, few amendments have been undertaken to the above mentioned regulations and they are available on MahaRERA website.

3.1. KEY PILLARS OF MAHARERA

MahaRERA aims to transform the Real Estate Sector, leading it into an era of greater transparency and professionalism, wherein all stakeholders' interests are protected and trust and confidence is established. MahaRERA endeavours to implement the Act in its letter and spirit, promoting transparency, accountability, financial discipline, customer centricity and compliance.

The above mentioned 5 traits of MahaRERA functioning, now form the pillars for completing MahaRERA registered projects and bridging the trust gap between the home buyers and the developers that had become the unfortunate legacy of the sector.

It lays thrust on following key pillars:



A. Transparency

In order to transform Real Estate Sector, transparency in information and transactions is the first need that requires to be addressed. With this objective, MahaRERA ensures that maximum information is available for public view at its website including Information on Registered Projects, Registered Agents, Judgements, Orders etc.

Details of all the Registered Projects are available online for citizens including:

- sanctioned plans, layout plans, along with specifications, approved by the competent authority
- Proposed Plan, Proposed Layout Plan of the whole project and Floor Space Index proposed to be consumed in the whole project, as proposed by the promoter
- Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s).
- the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.
- quarterly update of the list of number and types of apartments or plots, as the case may be, booked
- quarterly update of the list of number of covered parking as well as list of number of garages for sale;
- quarterly update of the list of approvals taken and the approvals which are pending subsequent to commencement certificate, quarterly update of the status of the project; and such other information and documents as may be specified by the regulations made by MahaRERA.
- The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of MahaRERA, wherein all details of the registered project have been entered and include the registration number obtained from the Authority
- The developer has to obtain consent of at least 2/3rd allottees for any major addition or alteration
- The developer cannot undertake cancellation of units in an arbitrary manner
- The developer has to deliver the project as per pre-defined time frame
- The developer cannot put out any advertisement of the project before registration with MahaRERA



- The developer has to obtain consent of at least 2/3rd allottees before transferring majority rights to any 3rd party
- The developer has to clearly define the number, type and carpet area of the apartment

B. Accountability

Perhaps the greatest benefit that customers have is the reinforced trust in the real estate sector due to enforceability of accountability by the act. The act clearly details the roles of responsibilities of each of the stakeholders including promoters, allottees and agents and holds them accountable for contravention. In case of any unethical business practices by the developer:

- Every officer of the company, who was in charge or was responsible will be liable for the conduct of the company and deemed to be guilty
- Offence by an officer committed with the consent or connivance of any director, manager, secretary or other officer of the company, will also be guilty.



C. Financial Discipline:

The Act has introduced various pioneering initiatives for preventing funds diversion and ensuring audit of each Project. The Act strives to ensure greater financial discipline in the real estate sector. Some of its provisions are as follows:

- A promoter shall not accept more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale
- Seventy per cent of the amounts realized for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose



- Withdrawal from such accounts shall be in proportion to the percentage of completion of the project, which shall be certified by an engineer, an architect and a chartered accountant in practice.
- Promoter to compensate buyer for any false or incorrect statement with full refund of property cost with interest

- Project Accounts to be audited within six months after the end of every financial year. Copy to be submitted to MahaRERA
- Provision for MahaRERA to freeze project bank account upon non-compliance
- Provision for stronger financial penalties for MahaRERA non-compliances

D. Customer Centricity

One of the key pillars of the new regime is protecting the interests of allottees. MahaRERA aims at protecting the interests as well as establishing trust and confidence between all stakeholders of real estate sector. MahaRERA has brought focus to the treatment of the allottees in a fair and timely manner.

- Citizens shall be able to view, on MahaRERA website, all disclosures pertaining to registered projects. This shall enable data driven informed decision making.
- Promoter cannot make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities etc. without the previous consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.
- If the promoter fails to complete or is unable to give possession of an apartment, plot or building, in accordance with the terms of the agreement for sale, he shall be liable to pay interest for every month of delay. Further, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him with interest
- Promoter to enable formation of Legal Entity like Cooperative Society, Company, Association, Federation etc. within three months from the date on which 51 per cent of the total number of allottees in such a building or a wing, have booked their apartment.
- Promoter shall execute a registered conveyance deed in favour of the allottee within three months from date of issue of occupancy certificate.



E. Compliance

- All Basic Approvals in place before RERA Registration and these approvals in public forum
- Registration of agents/brokers with RERA portal
- Project registration with RERA on portal
- One (1) year extension in case of delay in Real Estate projects
- Speedy Dispute resolution at RERA and Appellate Tribunal
- Developers to share details of projects launched in the last 5 years with status and reason for the delay with RERA
- Annual audit of project accounts by a Chartered Accountant
- Conveyance deed for common areas in favour of Association of allottees
- Separate registration of different phases of a single project
- Mandatory registration of new and existing projects with RERA
- Authenticated copy of all approvals, to be given when applying for project registration with RERA commencement certificate, sanctioned plan, layout plan, specification,
- Plan of development work, proposed facilities, proforma allotment letter, agreement for sale and conveyance deed



4. Understanding of MahaRERA Portal

Maharashtra Real Estate Regulatory Authority (MahaRERA) has operationalized a web-based online system for the entire operations of MahaRERA. Accordingly, a web-based online system is established and MahaRERA is completely digital. The portal of the MahaRERA is [https:// maharera.mahaonline.gov.in](https://maharera.mahaonline.gov.in)

Here are some of the features of the RERA portal for every stakeholder

1. Key Services for Real Estate Agent on MahaRERA Portal

- Real Estate Agent Registration
- Real Estate Agent Renewal
- Corrections
- View Real Estate Project Details
- Make a Complaint
- Search Orders / Judgements of Authority
- Search Projects / Agents / Complaints
- And so on

2. Key Services for Allottees on MahaRERA Portal

- View Details of All Real estate Registered Projects
- Make a Complaint
- Search Orders / Judgements / Warrant Details
- Search Projects / Agents / Complaints
- View Cause list
- Complaints against Non-registered Project
- View Projects on GIS
- View all complaints project wise and promoter wise
- And so on

3. Key Services for Promoters on MahaRERA Portal

- Project Registration
- Project Updates
- Project Corrections
- Project Extension
- Major Modifications
- Make a Complaint
- Search Orders / Judgements
- Download Forms & Formats
- And so on

4.1. VIRTUAL TOUR OF THE PORTAL

Let's look at the web portal's home page or the landing page. A landing page is any web page that a visitor can land on that serves a single and focused purpose to let someone, know more about the organization and understand its services.

Here is the landing page of the MahaRERA web portal. By default, it's in Marathi, by clicking on the English tab, you can jump to the English version of the portal:



Here is the English version:



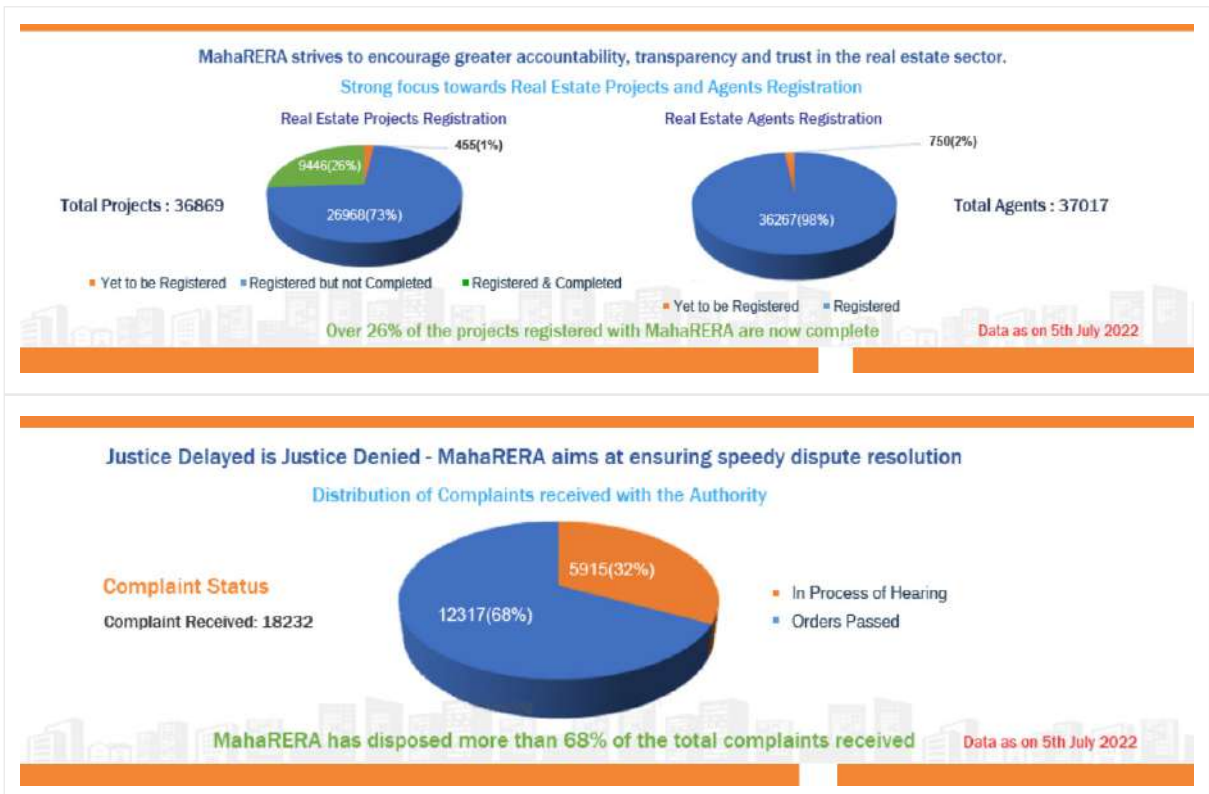
Landing pages could be read in the 2 pages by rolling down the scroll bar to show other parts of the landing page and its content.

PART 1: First it shows the Menu and the dashboard. A dashboard is a type of graphical user interface that often provides at-a-glance views of key performance indicators (KPIs). In another usage, "dashboard" is another name for "progress report" or "report" and is considered a form of data visualization.



This is the Menu bar showing various options to look for the desired information. We will be looking at each option thoroughly with all the submenu options under each Menu head.

Below the Menu bar, you have a dashboard to show the KPI (Key Performance Indicators) like the Number of Projects registered, the Number of Agents registered, the Number of Complaints and Order passed.



PART 2: This has a Welcome message about the MahaRERA portal on Left Hand Side. "What's News" on the right will show all the latest Circulars / Notifications uploaded by RERA. You will also see the Monthly Cause List, Search Rulings and Judgements, Warrants issued against the cases, and ProjectWise complaints:

Welcome to

Maharashtra Real Estate Regulatory Authority

Government of India has enacted the Real Estate (Regulation and Development) Act 2016 and all the sections of the Act shall come into force with effect from May 1, 2017. The key objectives of the Act are:

- Ensuring Transparency & Efficiency in real estate sector in regards to sale of plot, apartment, building or real estate project.
- Protecting the interest of consumers in real estate sector
- Establishing adjudicating mechanism for speedy dispute redressal
- Establishing Appellate Tribunal to hear appeals from the decisions, directions or orders of the Real Estate Regulatory Authority

Under this Act, Government of Maharashtra established Maharashtra Real Estate Regulatory Authority (MahaRERA), vide Notification No. 23 dated 8 March 2017, for regulation and promotion of real estate sector in the State of Maharashtra, with its headquarters at Mumbai.

Consequently, Government of Maharashtra also promulgated the following rules:

- Maharashtra Real Estate (Regulation and Development)(Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017

Whats New

View all updates

**Form 5 (Annual report of withdrawal from...**
[+ more](#)

**Form 2A (Engineer's Certificate on Quality...**
[+ more](#)

[Monthly Cause List](#)

[Search Rulings/Judgements](#)

[Warrant Details](#)

[Total Complaints Project wise](#)

MONTHLY CAUSE LIST

Monthly Cause List will show monthly complaints with the Complaint No, Project Registration No., Complainant Name, Respondent Name, Next Hearing Date, Stage of the cases. There are various benches for hearings and all such benches could be seen with the above information.

This will help any stakeholder to visit see and decide its further course of action. Now, this information is in the public domain. Allottees, Agents, and Promoters can see the rulings on case to case basis and its proceedings. Real Estate Agents need to know the disputes of the project they intend to involve themselves in for sales. And the public at large can view any kind of dispute in the project they intend to invest in. This brings transparency to the real estate sector.

MONTHLY CAUSE LIST

Select Date

Complaint cause list

CORAM: MumbaiBench7

Sr. No.	Complaint No.	Project Registration No.	Complainant Name	Respondent Name	Next Hearing Date	Stage
---------	---------------	--------------------------	------------------	-----------------	-------------------	-------

SEARCH RULINGS/JUDGEMENTS

Once you click on the 'Search ruling Option', you will the various search options like Complaint Number, MahaRERA Project Registration and others. For Advance search you have Division, District and Coram to filter and narrow down your search.

Search Rulings / Judgements

☐ Rulings of MahaRERA ☐ Judgements by Adjudicating Officers ☐ Non-Registration Rulings

MahaRERA Complaint Number MahaRERA Project / Agent Registration Number

Complainant Name Respondent Name

Ruling / Judgement Date From To

Project Name

Division District

Coram

WARRANT DETAILS

Section 40 of the RERA Act allows issuance of warrants orders for recovering the unpaid amount from Promoters for incomplete projects under the supervision of MahaRERA. Further, the case is carried forward to the collectors for properties attachment, and then the recovered amount is paid to the MahaRERA / Allottees etc as the case may be.

These warrants will help the buyers to get their money back and the developers also from now onwards will emphasize completing the projects with proper funding. Warrant details show recovery warrants and the amount of dispute on the Project. It also has a summary and the project-wise or District wise details as shown below

List of Recovery Warrant - Palghar



List of Recovery Warrant - Pune



List of Recovery Warrant Pune					
Sr. No.	Respondent Name	Project No.	Complaint No.	Date of Dispatch	Amount to be Recovered (In Cr)
1	Amit Ashok Thepade	P52100012216	CC005000000023401	15-07-2021	0.30
2	Amol Dilip Tavildar	P52100015968	CC005000000023028	11-12-2020	0.05
3	Apl Yashomangal Developers	P52100001020	CC005000000011851	25-03-2019	0.09
4	Apl Yashomangal Developers	P52100001020	CC005000000010846	18-03-2021	0.22
5	Ark Prem Constructions	P52100000942	CC005000000000138	10-12-2018	0.38

TOTAL COMPLAINTS PROJECT WISE

DIVISION / DISTRICT

You are here : / Home / Registration / Complaints / Project Wise / Division Wise

Print

Division Wise

Amaravti



Aurangabad



Konkan



Nagpur



You are here : / Home / Registration / Complaints / Project Wise / Division Wise

Print

Division Wise

Amaravti



Aurangabad



Konkan



Nagpur



Name of Promoter	Project No.	Division	District	Complaint number	Year of Complaint Filing	Month of Complaint Filing	Complaint Status	Applied for Non-Execution (Y/N)	Non Execution Order Upload (Y/N)
P52500003259	APARTMENTS	Nagpur	Nagpur	CC004000000020136	2019	Nov	Complete	N	N
				CC004000000030135	2019	Nov	Complete	N	N
				CC004000000030137	2019	Nov	Complete	Y	N
				CC004000000030138	2019	Nov	Complete	Y	N

TOTAL COMPLAINTS PROMOTER WISE

DIVISION / DISTRICT

The next detail on the landing page is total complaints promoter-wise. You can click on the district to check on the district-wise promoter's list and the number of complaints against a particular promoter.

Nashik									
Name of Promoter	Project No.	Division	District	Complaint number	Year of Complaint Filing	Month of Complaint Filing	Complaint Status	Applied for Non-Execution (Y/N)	Non Execution Order Uploaded (Y/N)
Developers	P51600005186	Nashik	Nashik	CC001000000000057	2018	May	Complete	N	N
				CC001000000001030	2020	Sep	Hearing Schedule	N	N
				CC001000000001086	2021	May	Hearing Schedule	N	N

TENDERS

Tender			
Search Here :		Search	Clear Search
Sr.No	Subject	Date	pdf
1	Procurement of All In One Desktop, Multifunction Printers, Laser Printers, Laptops, Projectors, Xerox Machine and MS Office etc	10/01/2020	
2	Appointment of Agency for Housekeeping Work at Maharashtra Real Estate Regulatory Authority, Mumbai	19/11/2019	
3	Tender for Hiring Vehicles	23/08/2018	
4	LICENSE OF COMMERCIAL OFFICE SPACE IN MUMBAI	27/02/2018	

All the tenders issued by MahaRERA for procurement and hiring any services are listed in the Tenders list. Users can view these periodically to offer their services.

4.1.1. MAHARERA MENU BAR AND SUB MENUS

Now let's explore the Menu bar. We have seen the home page and now we will start seeing what is under each menu and sub-menu of the MahaRERA Portal:



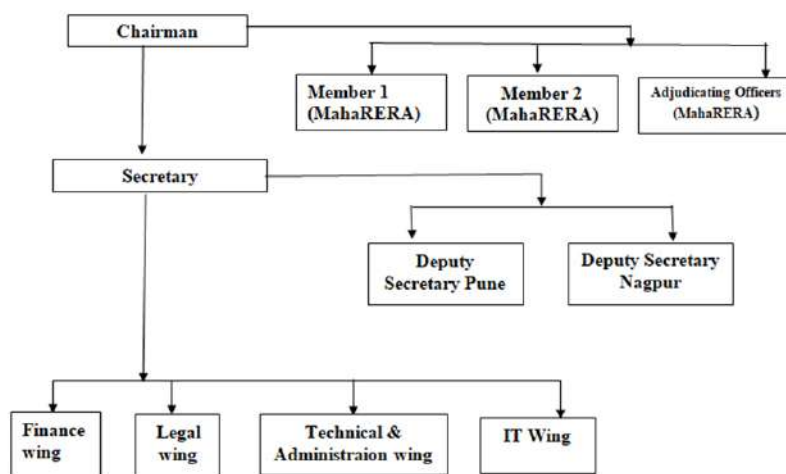
- Introduction Submenu provides brief background on MahaRERA, its establishment and key responsibilities.
- Organisation Structure: This submenu provides the organisation structure of MahaRERA as follows:

You are here : / Home / About Us / Organisation Structure

Organisation Structure

The Organization structure of MahaRERA is as follows:

Organogram for Maharashtra Real Estate Regulatory Authority (MahaRERA)



- Contact us provides the contact details of MahaRERA offices including helpdesk numbers and , email ids.
- Facilities : This submenu details various services being provided by MahaRERA to Promoters, Agents and Citizens
- Our Leadership: This lists the people governing the MahaRERA including leadership from the Government Leadership like Cabinet Minister for Housing, State Legislative Council & Minister of State(Housing), & Principal Secretary, Housing.

It also includes MahaRERA Leadership like Chairman, MahaRERA, Members MahaRERA and Secretary, MahaRERA for smooth execution and implementation of RERA in Maharashtra.

- Media Gallery: This sub-menu provides photos and images of various important milestones of MahaRERA
- Right to Information:

The details of Public Information Officers (PIOs) and Appellate Authorities (AAs) at MahaRERA are mentioned in a downloadable file in this option. It also lists the RTI published from time to time. Refer to the image below to see the RTI published.

Details of the Details

From RTI Published Date

01/12/2020

To RTI Published Date

01/03/2022

Search

Reset

Uploaded RTI Details

Sr No.	RTI Published Date	RTI Application Details	View RTI Reply
1	29 Dec 2020	RTI application from Aqtedar ahmed khan	
2	29 Dec 2020	RTI application bhisaji Ghadigaonkar	
3	29 Dec 2020	RTI application from Dhiraj Sonawane	
4	04 Jan 2021	RTI application from Kiran neve	
5	29 Dec 2020	RTI application from Prianjali nagarkar	
6	14 Dec 2020	RTI application from Ramesh desai	
7	29 Dec 2020	RTI application from S Swayamprakasham	
8	28 Dec 2020	RTI application from Vaman Ugale	

This section also contains the MahaRERA Citizen Charter.

B. DOWNLOADS

Downloads is another important menu of the portal listing all the documents for Maharashtra, Daman & Diu & Dadar and Nagar Haveli available for downloads.

Sr.No	Subject	Date	pdf
1	The Real Estate (Regulation and Development) Act, 2016	05/05/2017	
2	Notification of Government of India regarding the commencement of Act dated 26th April 2016	05/05/2017	
3	GOI's Real Estate Removal of Difficulties of Act Order dated 28th October 2016	05/05/2017	
4	GoM Notification for the establishment of Maharashtra Real Estate Regulatory Authority under section 20 of the Act dated 8th March 2017	05/05/2017	
5	Notification of Government of India regarding commencement of Act dated 19.4.2017	05/05/2017	

The Maharashtra Submenu has nine sections as detailed below:

1. Act

The 5 documents under Act submenu are listed on the above image and they are downloadable pdfs for detailed viewing of these acts.

1. The Real Estate (Regulation and Development) Act, 2016
2. Notification of Government of India regarding the commencement of Act dated 26th April 2016
3. GOI's Real Estate Removal of Difficulties of Act Order dated 28th October 2016
4. GoM Notification for the establishment of Maharashtra Real Estate Regulatory Authority under section 20 of the Act dated 8th March 2017
5. Notification of Government of India regarding the commencement of Act dated 19.4.2017

2. Rules, GRs and Circulars

Government of Maharashtra Rules, GRs and Circulars issued w.r.t Real Estate (Regulation and Development) Act 2016 are listed in this section.

Rules

Search Here :		Search	Clear Search
Sr.No	Subject	Date	pdf
1	Constitution and Operations of Real Estate Regulatory Fund	19/12/2019	pdf
2	Revenue and Forest Department Government Circular No. - Issue - 1/2 / Pr. No. 1/2 (Policy)	22/10/2019	pdf
3	Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interests and disclosures on website) (Amendment) Rules, 2019	11/06/2019	pdf

3. Regulations:

Regulations issued by Maharashtra Real Estate Regulatory Authority (MahaRERA) along with its amendments are listed in this section.

Regulations

Search Here :		Search	Clear Search
Sr.No	Subject	Date	pdf
1	MahaRERA General (Second Amendment) Regulations 2019.	31/10/2019	pdf
2	MahaRERA General (Amendment) Regulations 2017.	11/10/2019	pdf
3	MahaRERA General Regulations 2017	24/04/2017	pdf
4	Maharashtra Real Estate Regulatory Authority (Recruitment and Conditions of Service of Employees) Regulations 2017	05/05/2017	pdf

4. Rulings of MahaRERA:

Rulings of MahaRERA are the same as shown in Portal Part 2. You will see all Rulings / Judgements with various search options like Complaint Number, MahaRERA Project Registration, and others. For Advance search, you have Division, District, and Coram to filter to narrow down your search. There are 3 options to look under this section i.e., Rulings of MahaRERA, Judgements by Adjudicating Officers and Non-Registration Rulings

Search Rulings / Judgements

☒ Rulings of MahaRERA
 ☐ Judgements by Adjudicating Officers
 ☐ Non-Registration Rulings

MahaRERA Complaint Number
 MahaRERA Project / Agent Registration Number

Complainant Name
 Respondent Name

Search Result

Sr No.	Complaint Number	Complainant Name	Respondent Name	Maharera Registration Number	Heard By	View Judgement	View Interim Judgement
--------	------------------	------------------	-----------------	------------------------------	----------	----------------	------------------------

Search Rulings / Judgements

☐ Rulings of MahaRERA ☒ Judgements by Adjudicating Officers ☐ Non-Registration Rulings

MahaRERA Complaint Number

MahaRERA Project / Agent
Registration Number

Complainant Name

Respondent Name

Advanced Search

Search

Back

Search Result

5. FAQs

MahaRERA has listed down Frequently Asked Questions (FAQs) for various stakeholders in this section.

You are here : / Home / Downloads / Maharashtra / FAQ

Print

FAQ

Title	View/Download
FAQ	Download
Additional FAQ	Download.
Additional FAQ 2	Download

6. Sua motu orders by MahaRERA

MahaRERA has often taken up cases 'suo moto'. This means they take up cases by their notice, without any petition being filed, or a matter being brought before them by any complainant. 'Suo Motu' is used where a government agency especially courts acts on its cognizance. Judiciary takes up a matter on its own on grounds of violation of law, to maintain public order, to prevent the gross constitutional violation, and to remedy grave injustice.

This section contains orders of various Sua-moto cases taken by authority.

7. Annual Report

As RERA is for transparency, all its Annual Reports are available for download.

8. Compendium of Best Practices

This Section contains compendium of Best Practices at MahaRERA. It is a downloadable pdf.

9. Daman & Diu

Similarly, Daman & Diu and Dadra Nagar Haveli Sub Menus have Acts, Rulings, and Circulars downloadable documents as shown below in the images:

Downloads ▾	Skilling Initiative ▾	Registration ▾
Maharashtra ▸		
Daman and Diu ▸		
Dadra and Nagar Haveli ▸	Acts	
Certificates	Rules	
New Forms	Circulars	

Downloads ▾	Skilling Initiative ▾	Registration ▾
Maharashtra ▸		
Daman and Diu ▸		
Dadra and Nagar Haveli ▸	Acts	
Certificates	Rules	
New Forms	Circulars	



1. Registered Projects

Real Estate Agents should be in the know of various facts of the project, whose sale they are facilitating, including whether its registration is valid or revoked or lapsed, etc.

Under this sub-menu, Real Estate Agents and General Public can view all the details of MahaRERA Registered Projects. Apart from this, we can also view the list of Real estate agents listed by Promoter for facilitating sale in their projects.

Search Project Details

Select User Type*
☐ Registered Projects
☐ Registered Agents
☐ Revoked Projects
[View all projects on Map](#)

Project Name

Promoter Name

MahaRERA Project / Agent Registration Number

State/UT

Select State

District

Select District

Pin Code

Hide Advanced Search

Search

Back

Reset

Let's explore more on Registered Projects. Here we have taken an example of Rustomjee Developer. This will list all the projects under the promotor name Rustomjee or Project name starting Rustomjee. Other information to see is the Last Modified Date, View Documents, View Applications, and the certificates issued for the projects:

Search Project Details

Select User Type* ☒ Registered Projects ☐ Registered Agents ☐ Revoked Projects [View all projects on Map](#)

Project Name Promoter Name

MahaRERA Project / Agent Registration Number

[Advanced Search](#)

[Search](#) [Back](#) [Reset](#)

Search Result

Sr No.	Project Name	Promoter Name	Last Modified Date	View Details	View Application	View Certificate	View Extension Certificate	View on Map	Directions
1	Rustomjee Elements - Wing SC	Rustomjee Realty Private Limited	07/10/2021	View	View Application	View Certificate	View Extension Certificate	View on Map	Directions

Let's see the View Detail Option for one of the Projects. The page will show the Organization name, Type of Organization, Address and Contact Details. Other information on the page is the experience of the promoter, promoters' details, Project status, and the proposed date of completion.

Past Experience Details

Sr.No.	Project Name	Type of Project	Others	Land Area(In Sq mtrs)	Address	CTS Number	Number of Buildings/Plot	Number of Apartments	Original Proposed Date of Completion	Actual Date of Completion
1	Rustomjee Elements - Wings SA, SB, SD, SE, SF	Residential	NA	2488.77	Off Juhu Circle Andheri West Mumbai	Survey No 105, part 5, CTS No 195 pt of Village Andheri, Taluka Andheri	5	119	2017-12-31	2017-06-13

Member Information

Member Name	Designation	Photo
Mohit Arora	Authorized Signatory	View Photo

Member information is about the Managing Director, Directors, Partner, or the Authorised Signatory involved in the development of the Project. You can also view their photos in this option.

Further on the page, you will see the Project details like Project addresses, CTS numbers, and others. This has quite detailed information about the boundaries and litigation information, Development works, Building Details, Apartment Types and tasks involved in the projects and their completion status or work in progress.

Other information like Car Parks, Development Work Progress, Building Details, number of Apartments and their sizes.

Project			
Project Name	Rustomjee Elements - Wing SG	Project Status	On-Going Project
Proposed Date of Completion	31/12/2018	Revised Proposed Date of Completion	31/12/2018
Litigations related to the project ?	Yes	Project Type	Residential
Are there any Promoter(Land Owner/ Investor) (as defined by MahaRERA Order) in the project ?	No		
Plot Bearing No / CTS no / Survey Number/Final Plot no.	Survey No. 106, part 5, CTS No. 195 pt	Boundaries East	Latitude 19d07m11pt824s Longitude 72d49m46pt751s
Boundaries West	Latitude 19d07m12pt565s Longitude 72d49m45pt470s	Boundaries North	Latitude 19d07m12pt36s Longitude 72d49m46pt748s
Boundaries South	Latitude 19d07m11pt897s Longitude 72d49m45pt357s	State/UT	MAHARASHTRA
Division	Konkan	District	Mumbai Suburban
Taluka	Andheri	Village	Andheri
Street	D. N. Nagar	Locality	D. N. Nagar
Pin Code	400053	Area(In sqmts)	483.87

Litigations related to the project ?	No	Project Type	Residential
Are there any Promoter(Land Owner/ Investor) (as defined by MahaRERA Order) in the project ?	No		
Plot Bearing No / CTS no / Survey Number/Final Plot no.	PLOT NO 81 RADHESHWARI NAGAR SOCIETY WAGHOLI PUNE 412207	Boundaries East	PLOT NO 82
Boundaries West	9 MTRS INTERNAL SOCIETY ROAD	Boundaries North	PLOT NO 78
Boundaries South	9 MTRS INTERNAL SOCIETY ROAD	State/UT	MAHARASHTRA
Division	Pune	District	Pune
Taluka	Haveli	Village	WAGHOLI
Street		Locality	
Pin Code	412207	Area(In sqmts)	925
Total Building Count	1		
Sanctioned Buildings Count	1	Proposed But Not Sanctioned Buildings Count	0
Aggregate area(In sqmts) of recreational open space	0		

Project Details

Name	Proposed	Booked	WorkDone(In %)
Number of Garages (In Numbers)	0	0	0
Covered Parking (In Numbers)	76	12	60

Development Work

Common areas And Facilities, Amenities	Available	Percent	Details
Internal Roads & Footpaths :	NO	0	NA
Water Conservation, Rain water Harvesting :	YES	100	Tanks/Pumps ready
Energy management :	NO	0	NA
Fire Protection And Fire Safety Requirements :	YES	86	Pumproom completed. Hydrant line pending

Building Details

Sr.No.	Project Name	Name	Proposed Date of Completion	Number of Basement's	Number of Plinth	Number of Podium's	Number of Slab of Super Structure	Number of Stilts	Number of Open Parking	Number of Closed Parking
1	Rustomjee Elements - Wing SG	AER	31/12/2018	2	1	1	14	1	0	76

This section will entail the professionals involved in the Project like the Engineers, architects, Contractors, and Agents involved in selling the project. Here Allottee is ensured about the people involved in the projects and Agents appointed by the Promoters to deal with.

Project Professional Information

Professional Name	MahaRERA Certificate No.	Professional Type
HM Raje Structural Consultants Private Limited	NA	Engineer
Synergy Facade Consultancy	NA	Other Professional
Miti Designers & Planners	NA	Architect
Strongbuilt Constructions Private Limited	NA	Contractor
SEW Engineering Private Limited	NA	Contractor
Toshiba Johnson Elevators India Private Limited	NA	Contractor
ELARA MARKETING SERVICES PRIVATE LIMITED	A51700000030	Real Estate Agent
Biju Reghu	A51700000125	Real Estate Agent
Govind Digamber Kale	A51700000220	Real Estate Agent
Ritesh Gulab Chand Gupta	A51700000406	Real Estate Agent

Past Litigation details and documents to view are also available for Agents and Allottees to understand the outcomes and judgments on these litigations.

Litigations Details

Project Name	Court Name	Case Number	Case Type	Preventive/Injunction/Interim Order is Passed?	Petition Name	Other Petition Details	Year	Present Status	Documents
Rustomjee Elements - Wing SG	High Court Bombay	3035	Civil	No	Writ Petition		2017	Pending Hearing for Admission	NA

As you roll down this page, you can also see all the documents uploaded for the projects with the Architect's name, Title Details, Building Plan, Encumbrances and Declarations and Certificates.

Uploaded Documents

Document Name	Uploaded Document
1 Copy of the legal title report	View Download
1 Details of encumbrances	View Download
1 Copy of Layout Approval (in case of layout)	View Download
1 Building Plan Approval (IOD)	View Download
1 Commencement Certificates / NA Order for plotted development	View Download
1 Declaration about Commencement Certificate	Not Uploaded
1 Declaration in FORM B	View Download
1 Certificates of Architect (Form 1)(Mandatory for only ongoing project)	View Download
1 Certificates of Engineer (Form 2)(Mandatory for only ongoing project)	View Download

2. Registered Agents - Now let's look at the Registered Agents and their information on the MahaRERA portal by the name Rohan. It will show all the agents with the name Rohan or their Organizational name starting with Rohan.

Search Project Details

Select User Type* ☐ Registered Projects ☒ Registered Agents ☐ Revoked Projects [View all projects on Map](#)

Agent Name

MahaRERA Project / Agent Registration Number

[Advanced Search](#)

[Search](#) [Back](#) [Reset](#)

Search Result

Sr No.	Agent Name	Certificate No.	View Details	View Application	View Certificate
1	Rohan Gandhi	A52100015555	View	View Download	View Download
2	ROHAN KAMLA KAR RAIPURE	A50500010165	View	View Download	View Download

You can view details, their applications and the certificates from this page. Apart from the contact details it also entails some documents like letterhead, Rubber Stamp, Receipt copy to use for his services and any criminal data.

Uploaded Documents

Document Name	Uploaded Document
Self-certified copy of letterhead rubber stamp	View Download
Acknowledgement receipts proposed to be used by the real estate agent	View Download
Declaration about criminal proceedings	Not Uploaded
Other	Not Uploaded

3. Revoked Projects - Now let's look at the Revoked Projects i.e., Projects where their registration has been withdrawn. If you just click the search option with the given project or promotor details, it will list all such projects where revocation has been done.

Search Project Details

Select User Type*
☐ Registered Projects
☐ Registered Agents
☒ Revoked Projects
[View all projects on Map](#)

Project Name
Promoter Name

MahaRERA Project / Agent Registration Number

[Advanced Search](#)

[Search](#)
[Back](#)
[Reset](#)

Search Result

Sr No.	Project Name	Promoter Name	Last Modified Date	View Details	View Application	View Certificate	View Revocation Certificate	View on Map	Directions
1	DSK SADAPHULI	DSK WORLDMAN PROJECTS LIMITED	30/07/2017	View	View Application	View Certificate	View Revocation Certificate	View on Map	Directions
2	DSK SADAPHULI	DSK KULKARNI AND COMPANY	30/07/2017	View	View Application	View Certificate	View Revocation Certificate	View on Map	Directions

You can view the details, applications, revocation certificates and the Directors' details by clicking on the icons above. Here is the example of one of the revocation certificates and the same could be downloaded.



Maharashtra Real Estate Regulatory Authority

FORM 'D'
[Rule 8(1)]
**INTIMATION OF
REVOCATION OF REGISTRATION OF PROJECT**

To,
DSK WORLDMAN PROJECTS LIMITED
CTS NO. 1187/60 DSK HOUSE J M ROAD
SHIVAJINAGAR NEAR BAL GANDHARV RANG MANDIR
MAHARASHTRA Pune Pune City Pune (M Corp.) Pincode 411005

Application/Registration No : P52100003228
Dated : 05 Aug 2017

You are hereby informed that the registration granted to your project is hereby revoked as per the ruling of the Authority against complaint number CC005000000011109, CC005000000011080, CC005000000010653, CC005000000022090, CC005000000010659, CC005000000011621, CC005000000022103, CC005000000011241, CC005000000011551, CC005000000011260, CC005000000023275, CC005000000010898, CC005000000011666, CC005000000011568, CC005000000012004, CC005000000011064, CC005000000010584

[Home](#)
[About Us](#)
[Downloads](#)
[Skilling Initiative](#)
[Registration](#)
[Non-Registration](#)
[Online Application](#)
[Appellate Tribunal](#)
[Conciliation Forum](#)

Registration

- Registered Projects
- Registered Real Estate Agents
- Self-regulatory Organizations (SRO) - Promoter
- Change of Promoter
- Projects - Registration Revoked or Ab Initio void
- Lapsed Projects
- Warrant Details
- Complaints

स्वातंत्र्याचा अमृत महोत्सव

5. Change of Promoter list the projects where there is a change of Promoters with the consent of 2/3rd of allottees and others will have as per the statutory orders/operation of law.
6. Revoked projects are listed where registered projects have been cancelled and orders have been revoked
7. Lapsed Projects: The Validity of MahaRERA Registration for the following Projects has expired. The promoter shall not advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment, or building, as the case may be, in any of these projects.
8. Complaints - Under Complaints, you have two options to choose either Project wise or Promoter Wise and you will see this information updated about the complaints.

Mumbai-Suburban										
Project No.	Name of Project	Division	District	Complaint number	Year of Complaint Filing	Month of Complaint Filing	Complaint Status	Applied for Non-Execution (Y / N)	Non Execution Order Uploaded (Y / N)	Total
Total										
P49C0000009C	KRISHNA CHAITANYA RAJBHAVAN CHSL	Konkan	Mumbai Suburban	CC00E00000099C202	2029	Dec	Hearing Schedule	N	N	9
P49C0000009C										9
Total										9
P49C0000099C	THE WINDSOR	Konkan	Mumbai Suburban	CC00E00000099C09E	2099	May	Complete	N	N	9

E. INFORM NON-REGISTRATION



MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
ISO 9001:2015 CERTIFIED



[Home](#)
[About Us](#)
[Downloads](#)
[Skiing Initiative](#)
[Registration](#)
[Non-Registration](#)
[Online Application](#)
[Appellate Tribunal](#)
[Conciliation Forum](#)
[Statistics](#)

[Registration](#)
[Non-Registration](#)
[Online Application](#)
[Appellate Tribunal](#)
[Conciliation Forum](#)

[Inform Non-Registration](#)
[Non-Registration Application Status](#)
[Rulings for Non-Registered Projects](#)

MahaRERA welcomes you to file source complaint (SC) about a Real Estate Project, under construction but not registered with MahaRERA.

Anyone who feels, a particular real estate project, ought to have been registered under MahaRERA, but is not registered, can give MahaRERA information in this section. MahaRERA shall accordingly take necessary action on this complaint. You will be able to view the status of the MahaRERA investigation and its progress and the rulings for such Non-Registered Projects

F. ONLINE APPLICATION



If you are a new user and wish to create an account in the MahaRERA portal, using the New Registration option you can do it here. You have to register using any one of the three options

Select User Type: * Promoter, Real Estate Agent, or Complainant.

Create New Account

Select User Type : *

☐ Promoter ☐ Real Estate Agent ☐ Complainant

Select State/UT

Select State ▼

Username *

UserName

Password *

Enter New Password

Confirm Password *

Confirm New Password

Mobile Number *

Mobile Number

E-mail ID *

Email ID

BUUBU Try another
Enter the text you see above:

Create User Go to Login

Login to your Account

User Name

VENSP Try another
Enter the text below as you see in the captcha

Log In

Forgot Password?

New Registration

Registration as a Promoter or Real Estate Agent will be seen in detail in the modules of Promoters & Real Estate Agent Registration Modules respectively.

This section also has detailed user manuals and guidelines for navigating through the online application. It's better to go through all the FAQs and download the user manual before proceeding.

G. APPELLATE TRIBUNAL



Maharashtra Real Estate Appellate Tribunal has been established under section 43 of the Act. Any person aggrieved by any decision or order of the Authority, may, file an appeal to the Appellate Tribunal. In this section, appellant may file online appeal, view causelist, view orders, circulars and so on.



H. CONCILIATION FORUM

As per Section 32 (g) of the Real Estate (Regulation and Development) Act 2016, Maharashtra Real Estate Regulatory Authority must take measures to facilitate amicable conciliation of disputes between the promoters and the allottees through dispute settlement forums set up by the consumer or promoter associations.

With this objective, MahaRERA established MahaRERA Conciliation and Dispute Resolution Forum that shall facilitate resolution of disputes amicably, thereby saving cost and time of litigation to parties and State, promoting greater public satisfaction with legal system and dispute resolution.

This forum acts as a mediator between two parties and as an alternative dispute resolution mechanism. Maharashtra is the first state to implement such a conciliation forum for dispute resolution.



This section details the Procedure for applying for conciliation, list of conciliators, cause list and so on.

I. STATISTICS



The last menu is Statistics that shows the analytical figures on the MahaRERA Portal like the number of projects registered, the number of agents registered, and other details of MahaRERA.

MahaRERA Statistics

Registration in Maharashtra

Applicant Type	Applications Received	Registration Granted	Completed Projects as per Form 4
Promoter	35002	34280	9124
Agent	35370	34682	0
Total	70372	68962	9124

Registration in Daman & Diu and Dadra Nagar Haveli

Applicant Type	Applications Received	Registration Granted	Completed Projects as per Form 4
Promoter	166	163	43
Agent	2	2	0
Total	168	165	43

Complaint Registration and Redressal

Total complaints received	A	Complaints against registered projects	Orders passed against registered projects	Total orders passed
17185		16324	10721	11513
	B	Complaints against un-registered projects	Orders passed against un-registered projects	
		861	792	

MahaRERA Conciliation Forum

Conciliation received with consent from both parties	Conciliation in Process	Conciliation Completed
858	94	764

You can view more such details under Statistics and they are updated on real time basis.

5. Real Estate Agent Registration and Responsibilities



5.1. Who is Real Estate Agent as per RERA?

As per the Section 2 (zm) of the Act, “real estate agent” means any person, who negotiates or acts on behalf of one person in a transaction of transfer of his plot, apartment or building, as the case may be, in a real estate project, by way of sale, with another person or transfer of plot, apartment or building, as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as a commission or otherwise and includes a person who introduces, through any medium, prospective buyers and sellers to each other for negotiation for sale or purchase of plot, apartment or building, as the case may be, and includes property dealers, brokers, middlemen by whatever name called.

Therefore, any person or organisation who fits in above definition is considered to be a Real Estate Agent under RERA and accordingly has to be registered with the authority.

5.2. Registration of Real Estate Agents as per Section 9 of the Act

Section 9 of the Act, details registration requirements and process for Real Estate Agent. The provisions under Section 9 are:

“9(1) No real estate agent shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being the part of the real estate project registered under section 3, being sold by the promoter in any planning area, without obtaining registration under this section.”

This is a strict stipulation that an agent should not be involved in any sale or purchase either directly or indirectly with any project (plot or building or apartment) unless the agent has been registered with concerned RERA.

“9(2) Every real estate agent shall make an application to the Authority for registration in such form, manner, within such time and accompanied by such fee and documents as may be prescribed.”

In order to register with RERA, Real Estate Agents should apply as per the form, submit all required documents and pay fees as prescribed.

“9(3) The Authority shall, within such period, in such manner and upon satisfying itself of the fulfilment of such conditions, as may be prescribed:

- a. grant a single registration to the real estate agent for the entire State of Union territory, as the case may be;
- b. reject the application for reasons to be recorded in writing, if such application does not conform to the provisions of the Act or the rules or regulations made thereunder.”

Once the application is received, the Authority will verify and confirm that the agent is bonafide and then issue a registration number as applicable. This registration will enable the agent to transact within

the entire State of Maharashtra. In case the application is rejected, the reason for rejecting will be provided in writing to the agent by the Authority. The applications can be rejected only if they do not meet the criteria laid out under the Act.

“Provided that no application shall be rejected unless the applicant has been given an opportunity of being heard in the matter.”

Before the application is rejected, the agent will be given a chance to explain any non-conformance. Only if the agent is unable to provide the required explanations will the application be rejected.

“9(4) Whereon the completion of the period specified under sub-section (3), if the applicant does not receive any communication about the deficiencies in his application or the rejection of his application, he shall be deemed to have been registered.”

In case the agent does not get any rejection intimation within the time period for approval, then it may be understood that the agent’s application is deemed to have been registered.

“9(5) Every real estate agent who is registered as per the provisions of this Act or the rules and regulations made thereunder, shall be granted a registration number by the Authority, which shall be quoted by the real estate agent in every sale facilitated by him under this Act.”

Every successful application is given a unique registration number. The agent has to quote this registration number in every transaction.

“9(6) Every registration shall be valid for such period as may be prescribed and shall be renewable for a period in such manner and on payment of such fee as may be prescribed.”

The agent registrations have a time validity of five years and should be renewed.

“9(7) Where any real estate agent who has been granted registration under this Act commits breach of any of the conditions thereof or any other terms and conditions specified under this Act or any rules or regulations made thereunder, or where the Authority is satisfied that such registration has been secured by the real estate agent through misrepresentation or fraud, the Authority may, without prejudice to any other provisions under this Act, revoke the registration or suspend the same for such period as it thinks fit:

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

Post the successful agent registration and in case it has been discovered that the agent had given false information like false documents etc. or if there has been any violation of the provisions of the Act by the agent, then the agent’s registration can be revoked or suspended by the authority. However, the agent will be given an opportunity to clarify before the registration is revoked or suspended.

5.3. Type of Real Estate Agents

MahaRERA has identified two categories of Real Estate Agents, mainly for Registration perspective:

- Individuals
- Other than Individuals (Company, Partnership, Proprietorship, Society, Others)

Who is an individual real estate agent?

1. A person carrying out the business of Real Estate Agent in his own name and having no employee.
2. This individual is responsible for the real estate transaction right from sourcing leads, prospecting, viewing, closing deals and finally obtaining the



brokerage.

3. This individual has registered with his name appearing on his legal documentation
4. Certificate of Registration issued by MahaRERA will be on his personal name, as shown in the documents

Who is a non-Individual real estate agent?

1. Person/s carrying out business in his/her organisation name be it any kind - Proprietorship, Partnership, Company, Society, Others.
2. The business is registered under the name of the organisation.
3. There may be one employee or more working in different roles taking care of the marketing, sales, viewing, legal documentation, accounts etc.
4. Certificate of Registration issued by MahaRERA will be on the name of the organisation.

Why is this differentiation important?

The organisation is liable for all consequences of each employees' actions, representation etc.

The organisation is liable for the code of conduct of each of his employee.

All communication from the organisation's employees to any clients have to carry the MahaRERA Registration number clearly.

5.4. Registration Application and Process

Rule 11 and 12 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 detail out the process for Application for Registration by the real estate agent and Grant of Registration to the real estate agent. It is as follows:

"11(1) Every real estate agent required to be registered as per sub-section (2) of section 9 shall make an application in writing, - in case of registered real estate projects, forthwith and in any case prior to engaging in any activity relating to marketing, advertising sale or purchase of any apartments."

Real Estate Agents have to mandatorily register themselves before engaging in any activity relating to marketing, advertising or sale of any apartments.

"11(2) The application shall be in Form 'G'. The following documents shall also be submitted along with the application, namely: -

- a. brief details of his enterprise including its name, registered address of place of business, type of enterprise (proprietorship firm, societies, partnership, company etc.); Registration numbers, PAN, Aadhar Card No, DIN, as the case may be, under which returns are required to be filed with statutory authority;
- b. particulars of registration obtained under other laws, and rules and regulations, as the case may be, along with the authenticated copy of partnership deeds, memorandum of association, articles of association, etc.;
- c. recent colour photographs of the real estate agent, if an individual and of all the partners, directors, trustees, etc. including persons in service or assigned work expected on a real estate agent, in case of other entities;
- d. income-tax returns for last three financial years preceding the application or in case the applicant was exempted from filing returns in any of the three-year preceding the application, a declaration to such effect;
- e. authenticated copy of the proof of address of the principal place of business, number of branch offices if any along with contact details including Telephone Numbers, Fax Numbers and email

address; and

- f. details (if any) of all real estate projects and their promoters on whose behalf he has acted as real estate agent in preceding five years;
- g. details of all civil or criminal cases pending against him if an individual or any of the partners, directors, trustees etc. in case of other entities;
- h. authenticated copies of all letter heads; rubber stamp images, acknowledgement receipts proposed to be used by the real estate agent;
- i. such other information and documents, as may be specified by regulations.”

This Rule details the various information to be provided by the Real Estate Agent in the application along with supporting documents.

“11(3) (i) sum of rupees ten thousand, in case of applicant being an individual; and
(ii) rupees one lakh, in case of the applicant being other than an individual.”

11(4) The fees for registration of real estate project shall be paid through NEFT or RTGS System or any other digital transaction mode.”

This section details the application fees to be paid for real estate agent registration and mode of payment.

“11(5) The real estate agent upon being engaged by the promoter under clause (f) of sub-section (2) of section 4 for a real estate project shall maintain and preserve books of accounts, records and documents separately for each such real estate project.”

When promoters engage real estate agents for marketing and sale of projects, they are required to maintain separate records of all financial transactions for each project.

“12 (1) The Authority, may, within 30 days of receipt of application, satisfying itself of the fulfilment of such conditions,

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

On scrutiny and acceptance of the Registration application by authority, Registration Certificate shall be issued by the Authority. Each Registration certificate shall contain unique registration number.

“12 (2) In case of rejection of the application as per section 9 or the rules or regulations made there under, the Authority shall, after recording the reasons in writing in form the applicant in Form ‘I’:

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

In case of rejection of Registration Application by the Authority, the reasons for the same shall be provided in writing by the authority. Further, no application shall be rejected without giving an



opportunity of being heard to the Real Estate Agent.

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

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

This section enables deemed registration for Real Estate Agents across Maharashtra.

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

The validity of Registration for Real Estate Agents is five years. Agents are required to renew their registration on completion of this period.

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

This clause exempts public authorities from registration as real estate agent.



5.5. Renewal of Registration of Real Estate Agents

The Rules referred above stipulates that the validity of registration of Real Estate Agents is five years. The agents are required to renew their registration on completion of this period. The process for renewal of Registration of Real Estate Agent is detailed in Rule 13 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.

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

This section highlights that the process for renewal of real estate agent registration may commence, atleast sixty days prior to expiry of registration. The renewal application and fees shall be as prescribed.

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

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

This section details the required documents to be submitted for renewal. On successful scrutiny, Renewal certificate shall be issued by authority to Real Estate Agent. In case of rejection, Agent shall be given an opportunity to be heard before final rejection.

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

The agent’s registration will be renewed only if the agent continues to follow all the provisions, rules and regulations under the Act..

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

The agent registration once renewed will be valid for 5 years from the date of renewal.

5.6. Functions of Real Estate Agents

As Real Estate Agents are important stakeholders, the Act and the rules list important functions and obligations of Real Estate Agents, which every agent has to comply with.

(i) Functions of the Real Estate Agents as per Section 10 of the Act:

“10 Every real estate agent registered under section 9 shall—

- (a) not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter in any planning area, which is not registered with the Authority;”

Every Real Estate Agent has to ensure that they facilitate sale / marketing / advertisement of only those projects that are registered with MahaRERA.

- (b) maintain and preserve such books of account, records and documents as may prescribed;”

Every Real Estate agent has to maintain books of account and record of all transaction facilitated for individual projects separately.

- (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 that the services are of a particular standard or grade;
- (B) represents that the promoter or himself has approval or affiliation which such promoter or himself does not have;
- (C) makes a false or misleading representation concerning the services;

(ii) permitting the publication of any advertisement whether in any newspaper or otherwise of services that are not intended to be offered.”

Every Real Estate Agent should ensure that they are not involved in unfair trade practices including any kind of misrepresentation in oral or written form. They shouldn’t falsely represent or advertise services that are not offered by the promoter.

- (d) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building, as the case may be;”

Real Estate Agent should ensure that Allottee has all the concerned information and documents, for informed decision making, at the time of booking.

(e) discharge such other functions as may be prescribed.”

Real Estate Agents should discharge all such functions and obligations as prescribed by the Authority.

(ii) Obligations of registered real estate agents as per Rule 14

Rule 14 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 prescribe few obligations for the registered real estate agents as follows:

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

Every agent must prominently display its registration number at its principal office and all branches.

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

Further, it is important for every real estate agent to clearly display his/her registration number in any marketing collateral he/she develops.

(iii) Maintenance and preservation and production of books of accounts, records and documents as per Rule 16

Rule 16 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 states that:

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

It is important for the agents to keep all financial and legal records of transactions diligently. These records may be called for inspection by Authority during renewal on enquiry.

(iv) Other functions of a real estate agent as per Rule 17

Rule 17 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 states that:

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



- (i) making any statement, whether orally or in writing or by visible representation which-
 - a. falsely or knowingly represents that services or amenities are of a particular standard or grade.
 - b. represents that the Promoter or himself has approval or affiliation which such promoter or himself does not have;
 - c. makes a false or misleading representation concerning the services which the promoter does not have
- (ii) permitting the publication of any advertisement whether in any newspaper or other media, of services that are not intended to be offered by the promoter.
- (iii) facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building or as the case may be;
- (iv) discharge such other functions as prescribed by the regulations of the Authority."

This Rule clearly emphasizes the importance of Real Estate Agent in any transaction. Firstly, Agent assists the allottees by empowering them with all necessary information and knowledge to make informed decisions. Secondly, they also assist the developers in fulfilling their respective obligations.

In order to implement its obligations, agent must ensure that it doesn't indulge in any unfair trade practices.

5.7. Revocation of Registration of Real Estate Agents

Rule 15 of Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 details the process for revocation of registration of real estate agent and consequence of it thereafter.

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

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

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

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

As per Rule 15, if the Authority comes to know that the agent has acted in contravention to any provision of Act, Rules or Regulations or provided false information, then the Authority, either acting on a complaint or on its own, can revoke the agent's registration and disallow him/her from transacting.

Once the registration has been revoked, the agent cannot make any application for registration for atleast six months.

5.8. Step – by- Step Guidance for Agent Registration on MahaRERA Web Portal

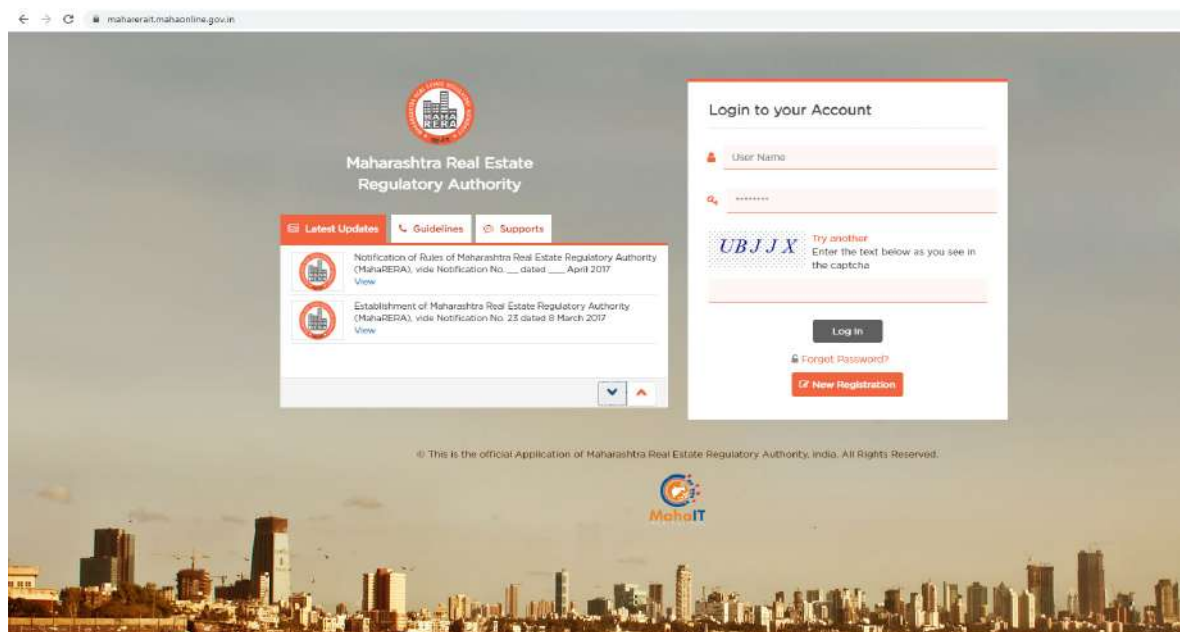
5.8.1. Individual Agents

1. Open MAHARERA Web portal from below link and Click On Online Application Tab:- <https://maharera.mahaonline.gov.in/>



This is the landing (Main) page where we begin the registration process

2. Click on New Registration Button.

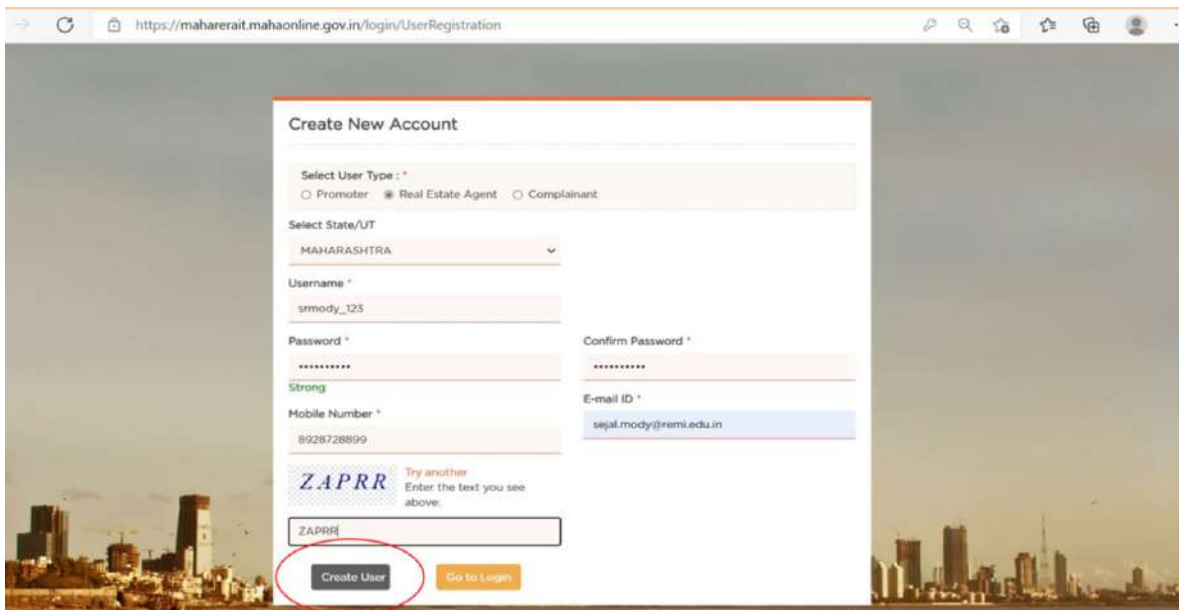


In this page we enter our login and password

3. Create New Account by following the steps below:-

- Select Real Estate Agent in User Type.

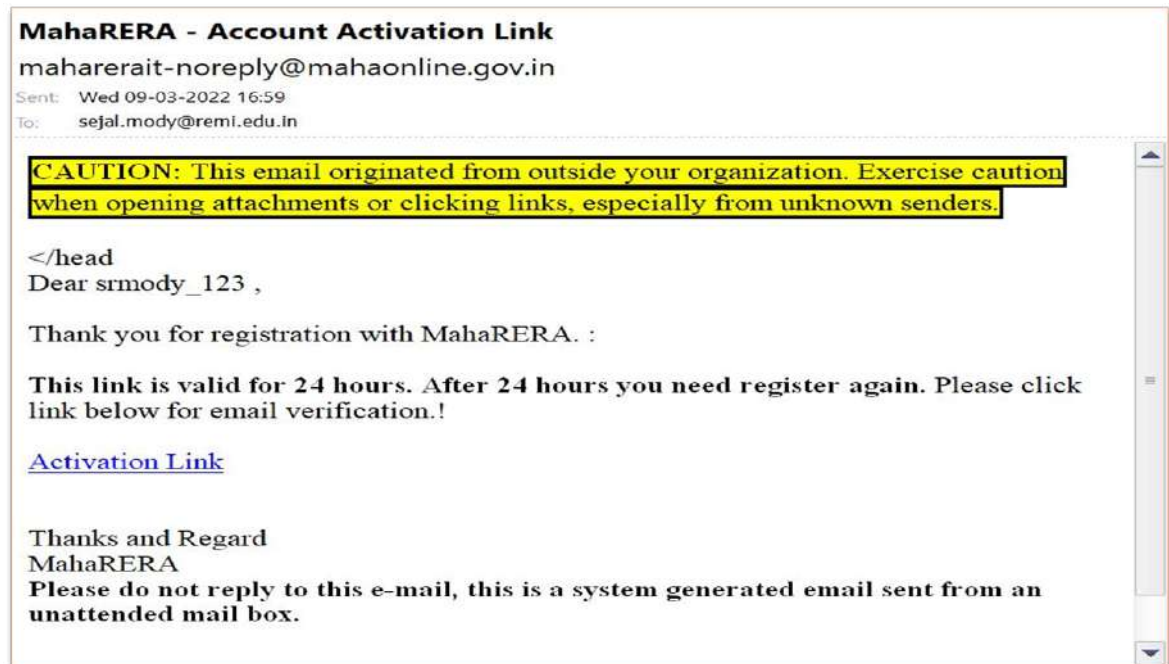
- b. Select State as Maharashtra
- c. Give User Name, Password, Confirm Password, Mobile Number and Email ID.
- d. Finally fill up the Captcha asked on Login Page and click on Create User Button.



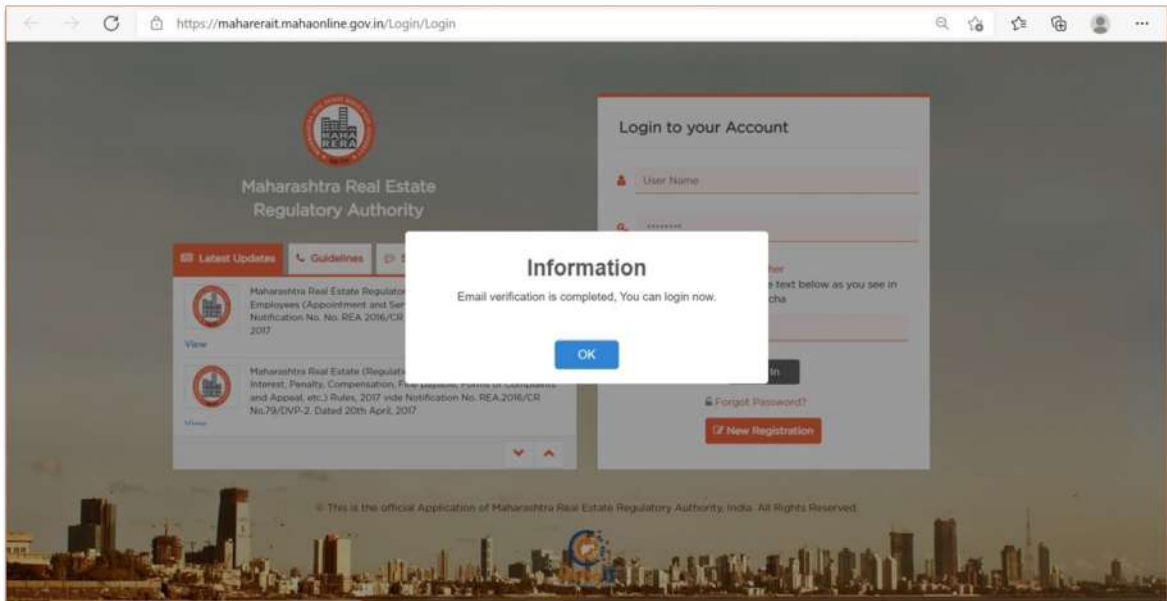
In this page we complete the main details to create our user account

4. Once User is created it will ask you to verify it by sending you the activation link to your email.

- a. Please Click on Activation link and Confirmation message will pop up. Click OK on Message Box.

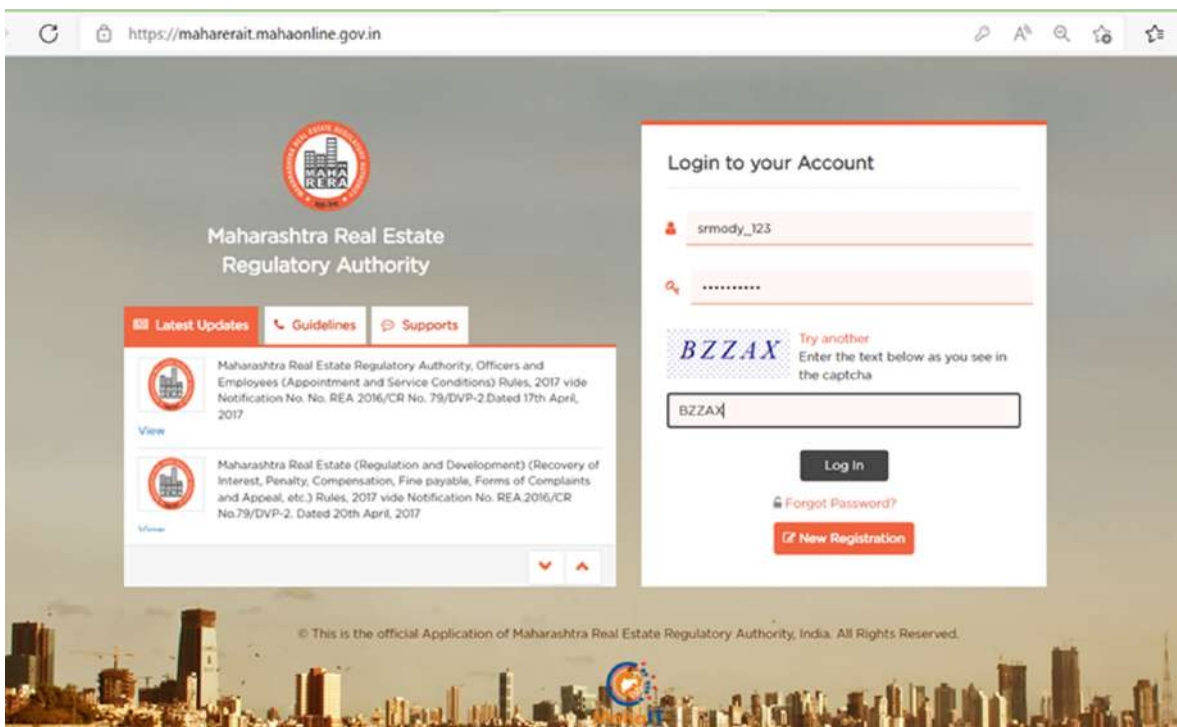


This is an email we receive to confirm registration. The email id is the same you use when creating the account.



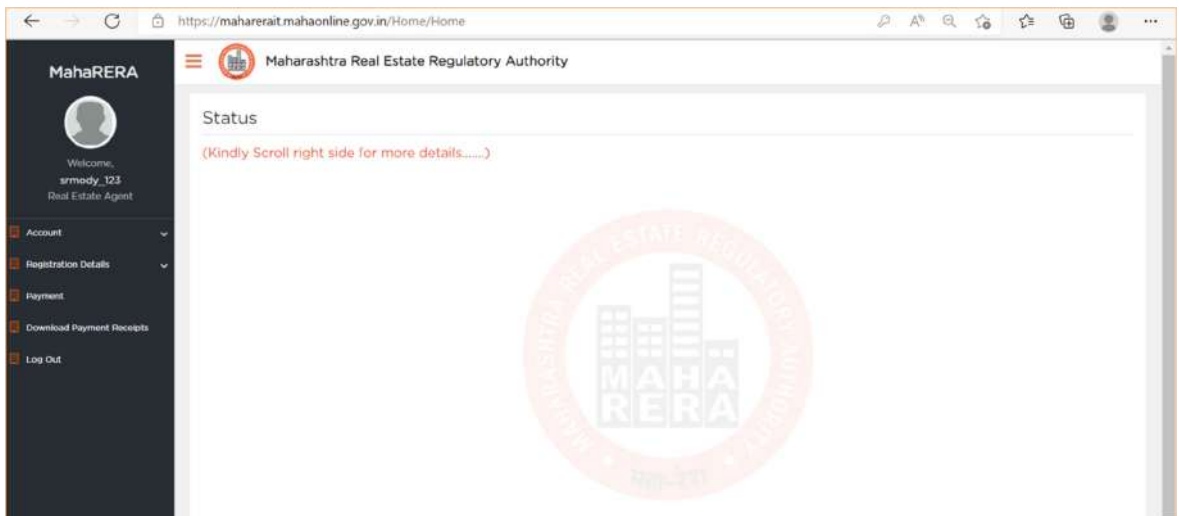
This is the message you receive that confirms you have created an account successfully.

5. Now Login into the Account by giving your credentials and Captcha provided on page.



This is the login screen where you input the user name and password to enter and begin the registration.

6. Once you Login, you will be taken to the MAHARERA Home page, wherein from side menu further details are required.



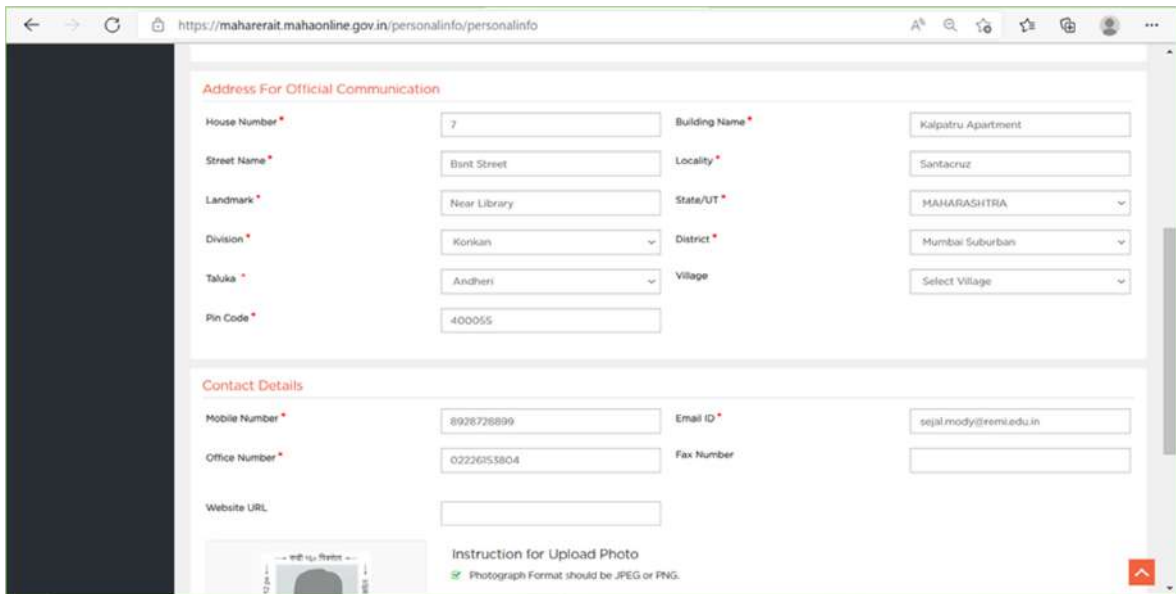
Once you login in, you will be directed to this page. Here you see the different fields on the left side, which you need to fill in order to complete the registration.

7. From Side Menu, Click on Accounts and My Profile link to give General Information about Individual type Real Estate Agent. Fill in the Personal Information along with the Identity proof.

- Select other details such as Past experience ,if any,
- Criminal /Police case pending, if any,
- Registration as an agent with any other states, if any, needs to be provided.

8. Give also the Address and other Contact details along with Photograph on My Profile Page as shown below.

The "My Profile" tab is the place where you enter your information.



Address For Official Communication

House Number * 7 Building Name * Kalpatru Apartment

Street Name * Bant Street Locality * Santacruz

Landmark * Near Library State/UT * MAHARASHTRA

Division * Korkan District * Mumbai Suburban

Taluka * Andheri Village * Select Village

Pin Code * 400055

Contact Details

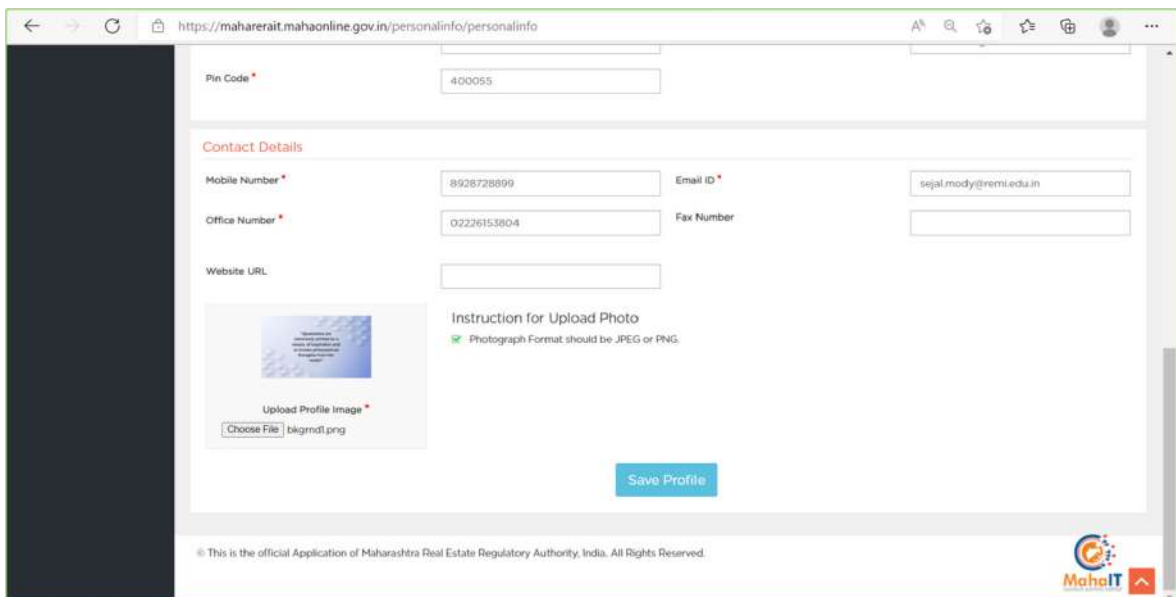
Mobile Number * 8928728899 Email ID * sejal.mody@remi.edu.in

Office Number * 02226153804 Fax Number

Website URL

Instruction for Upload Photo
 Photograph Format should be JPEG or PNG.

In this section you fill in your address details.



Pin Code * 400055

Contact Details

Mobile Number * 8928728899 Email ID * sejal.mody@remi.edu.in

Office Number * 02226153804 Fax Number

Website URL

Instruction for Upload Photo
 Photograph Format should be JPEG or PNG.

Upload Profile Image *
 Choose File bkgmnd1.png

Save Profile

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In this section you fill in your contact details

9. Once done, please click on the Save Profile button to save all your personal Information as an Individual Real Estate Agent. A Message Box with "Profile Saved Successfully" will pop up. Click OK on Message Box.
10. If on "My Profile" Page past experience is selected as 'YES' then, select side menu "Past Experience Details" section. You will be taken to "Agent Past Experience Details" page. please fill in the required Past Project Details for work experience details as a Real Estate Agent. Save the details.

Agent Past Experience Details

All * mark fields are mandatory.

Brief Details of Real Estate Projects on whose behalf Real Estate Agent Service was offered in five years:(Across India)

Project Name* ABC Promoter Name* XYZ

Project Type* Residential

Save

No Records Found

In this section you fill in, those previous projects where you have been an agent.

11. You can also edit and add another project details if needed.

Agent Past Experience Details

All * mark fields are mandatory.

Brief Details of Real Estate Projects on whose behalf Real Estate Agent Service was offered in five years:(Across India)

Project Name* ABC Promoter Name* XYZ

Project Type* Select Project Type

Save

S/no	Project Name	Project Type	Promoter Name	Action	Action
1	ABC	Residential	XYZ	Edit	Delete

Once you fill in and click save, you can see the project added.

12. "Agents Details Added Successfully" Message pops up. Click OK to proceed further.

Agent Details Added Successfully

OK

This is the confirmation window that pops up to confirm the past experience details have been added.

- Next, please provide your branch office details by click on side Menu “Add Branch Details”.

Branch Office Details

All * mark field are mandatory.

Enter Details Of All branch Offices across India, including headquarters

Branch Office Name * Yascglobal Constructions Branch Office Address * ABC

LandLine Number * 02288899900 Fax Number

Email ID * yasc@gmail.com Upload address Proof * Choose File yascglobal-classlist.pdf

Add Branch

Branch Office Details

Sr No.	Branch Office Name	Branch Office Address	LandLine Number	Fax Number	Email ID	Edit	Delete
1	Yascglobal Constructions	ABC	02288899900		yasc@gmail.com	Edit	Delete

In this section you need to fill in the branch offices.

- Click OK on Message Box “Data saved successfully”. If needed you can also edit and add additional by clicking “Add Branch” button.

Branch Office Details

All * mark field are mandatory.

Enter Details Of All branch Offices across India, including headquarters

Branch Office Name * LandLine Number * Email ID * Upload address Proof *

Add Branch

Branch Office Details

Sr No.	Branch Office Name	Branch Office Address	LandLine Number	Fax Number	Email ID	Edit	Delete
1	Yascglobal Constructions	ABC	02288899900		yasc@gmail.com	Edit	Delete

This pop up box confirms that your data is added.

- If any criminal or Police case is pending, then please add necessary information as shown below by going to side menu "Add Litigation".

MahaRERA
Welcome, **srmody_123**
Real Estate Agent

Maharashtra Real Estate Regulatory Authority

All * mark field are mandatory.

Details of Existing Court Cases
Please provide details of civil and criminal cases pending against him if an individual or any of the partners, directors, members, proprietor etc. in case of other entities;

Name of the Court *

Type Of Case * Petition *

Case Number * Year *

Whether any Preventive/Injunction/Interim Order is Passed * ☐ Yes ☒ No Present Status *

In this section you need to give details of any legal cases registered against you.

- Click OK on Message Box "Data saved successfully". If needed please edit the information and save again.

MahaRERA
Welcome, **srmody_123**
Real Estate Agent

Maharashtra Real Estate Regulatory Authority

All * mark field are mandatory.

Details of Existing Court Cases
Please provide details of civil and criminal cases pending against him if an individual or any of the partners, directors, members, proprietor etc. in case of other entities;

Name of the Court *

Type Of Case * Select Petition:

Case Number * Select Year:

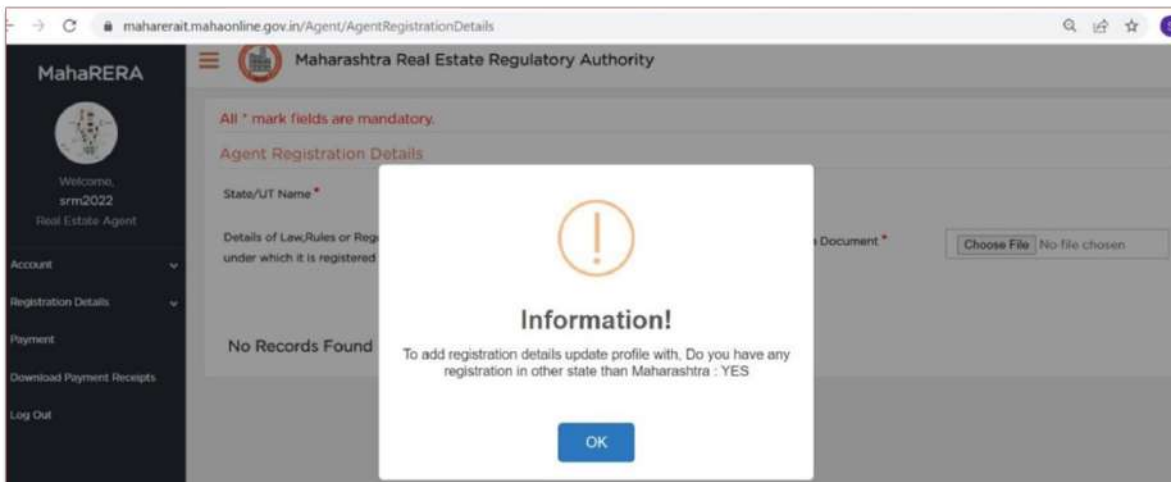
Whether any Preventive/Injunction/Interim Order is Passed * ☐ Yes ☒ No Present Status *

Data Saved Successfully.

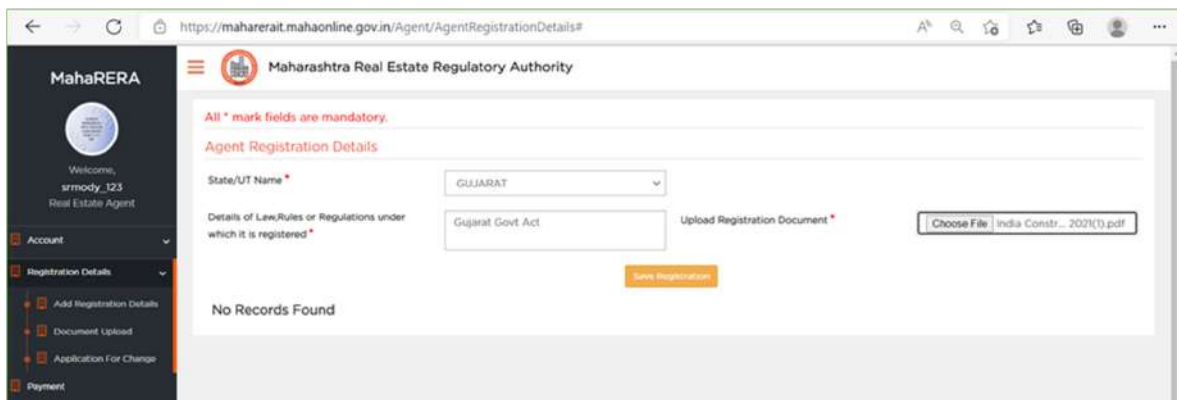
Sr No.	Name of the Court	Case Type	Petition Type	Case Number	Year	Whether any Preventive/Injunction/Interim Order is Passed	Present Status	Action
1	Bandra	Civil	Appeal	1110011	2020	No	Ongoing	Edit Delete

This pop up informs you that the legal case details are added

17. Now under Registration Details Side Menu-Add registration details, if you have Real Estate Registration in any other state apart from Maharashtra then please fill up the details along with registration number and documents. Click OK on Message Box to add the details.

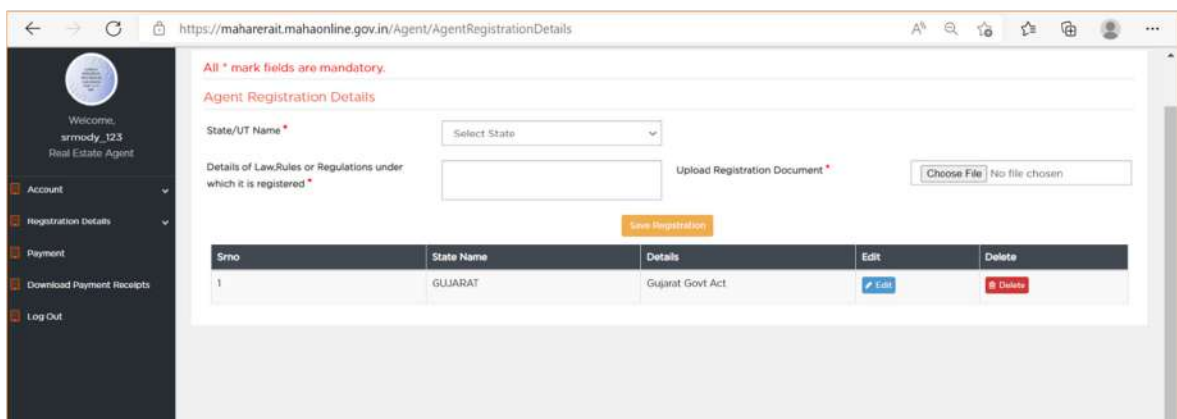


This section allows you to fill in details of past work experience in States other than Maharashtra



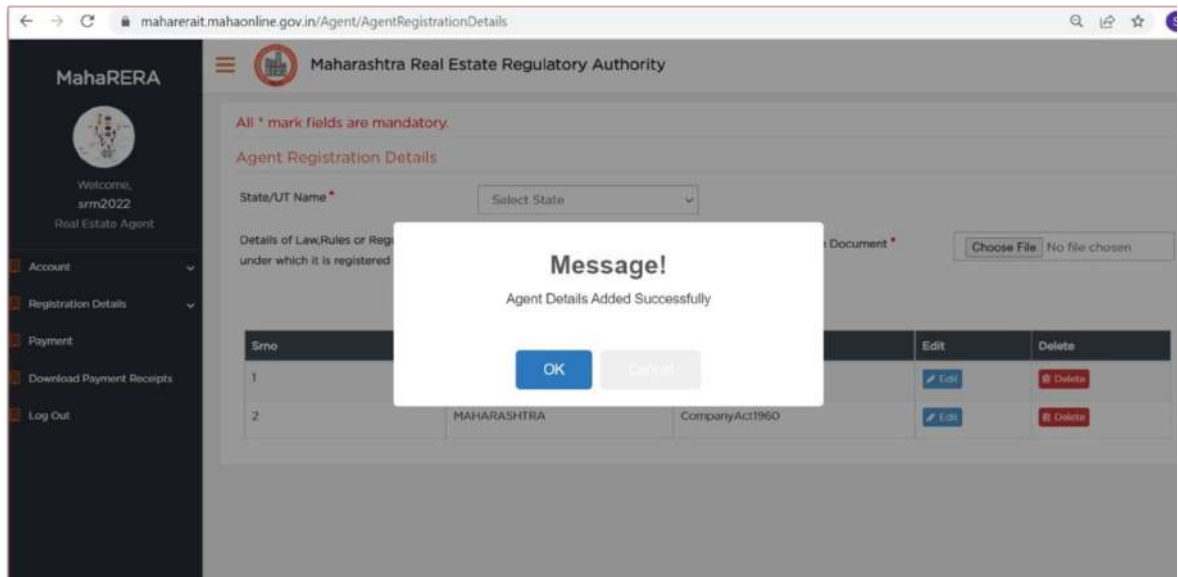
Here you click the save button to successfully add these details

18. Click Save Registration.



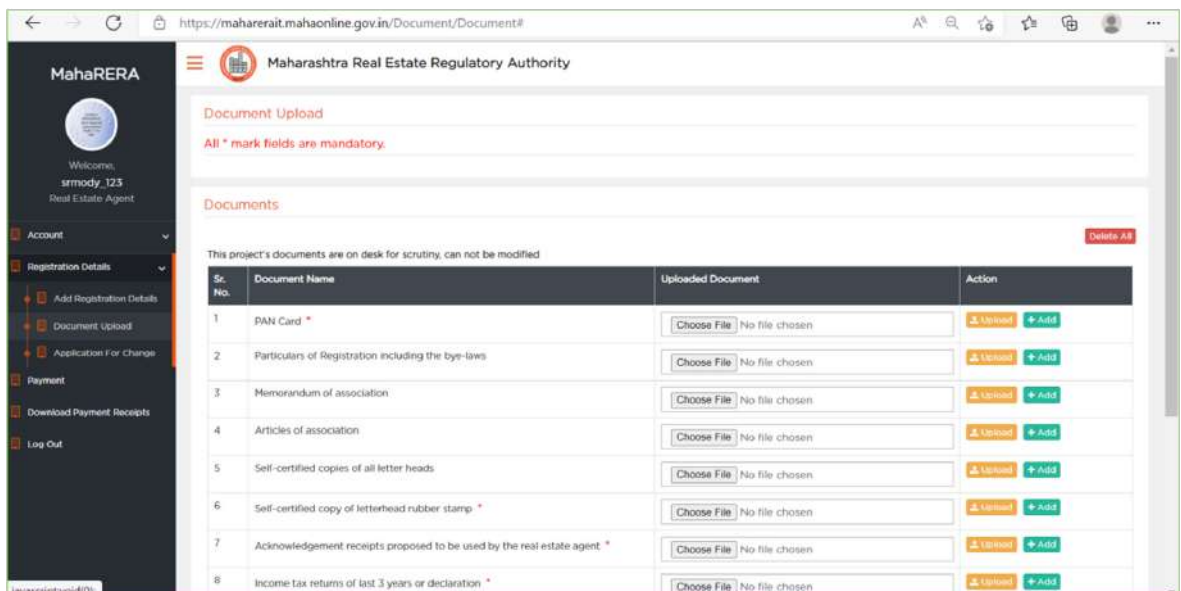
In this window you can see the details of registration in other states added.

19. You can edit the information and also add additional state details if needed and save. Click OK on Message Box “Agent Details Added Successfully”.



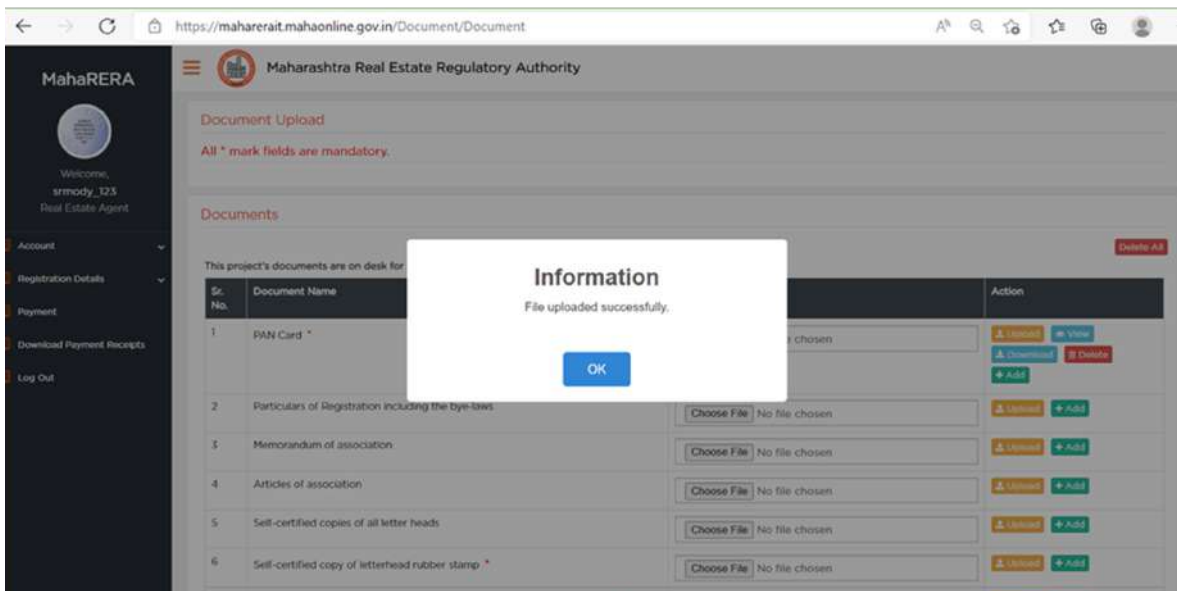
This pop up is a confirmation message that the details have been successfully added.

20. Next From Side Menu, Click on Registration Details and from “Document Upload” Menu, upload Mandatory documents marked as (*) from choose file option. Click on Upload to save your documents with MahaRERA web portal.



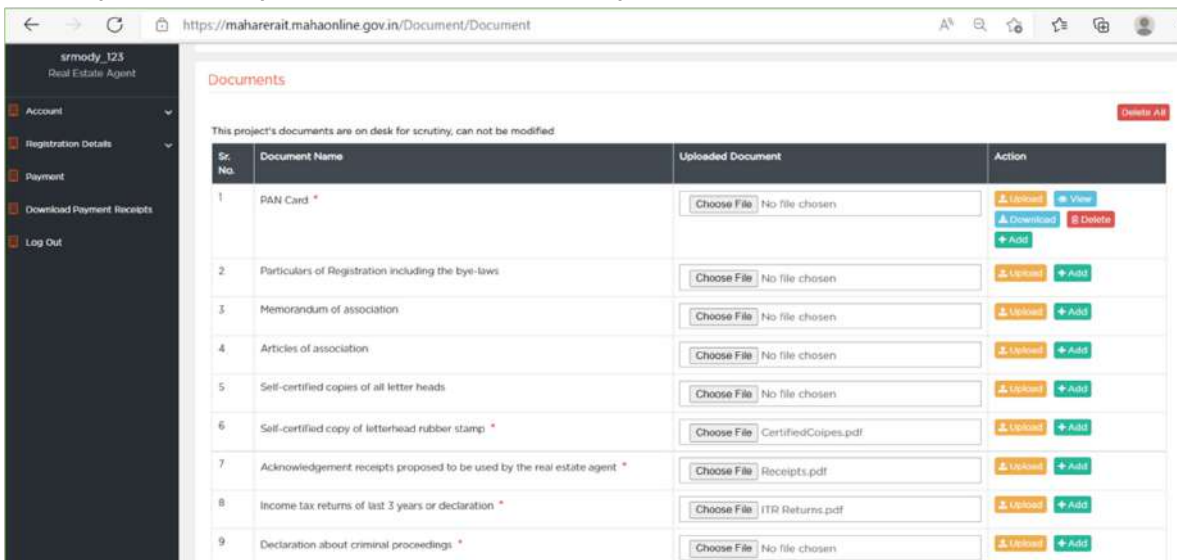
This section deals with uploading the mandatory documents. You must pay attention and carefully upload the correct documents.

21. Once uploaded, click OK on Message Box "File uploaded successfully".



This pop up will confirm that the document has been successfully added.

22. Repeat this step for all documents to be uploaded.



One by one you must upload all the required documents here.

23. Please click on payment side Menu; it will generate your profile summary webpage with all details given by you for verification.

MahaRERA
Welcome,
srmody_123
Real Estate Agent

Maharashtra Real Estate Regulatory Authority

Preview

General Information

Information Type	Individual
Payment Date	
Enforce Penalty Status	- NA
System Generated Penalty Status	- NA

Individual

First Name	Sheetal	Middle Name	
Last Name	Mehra	PAN Number	xxxxxx466D
Any criminal or police case/ cases pending *	Yes	Aadhar Number	xxxxxxxx9101
Father Full Name	RameshKumar		
Do you have any Past Experience ?	Yes		

Once you click on the payment tab all the information you have previously entered will be shown and you need to read and confirm that there is no mistake.

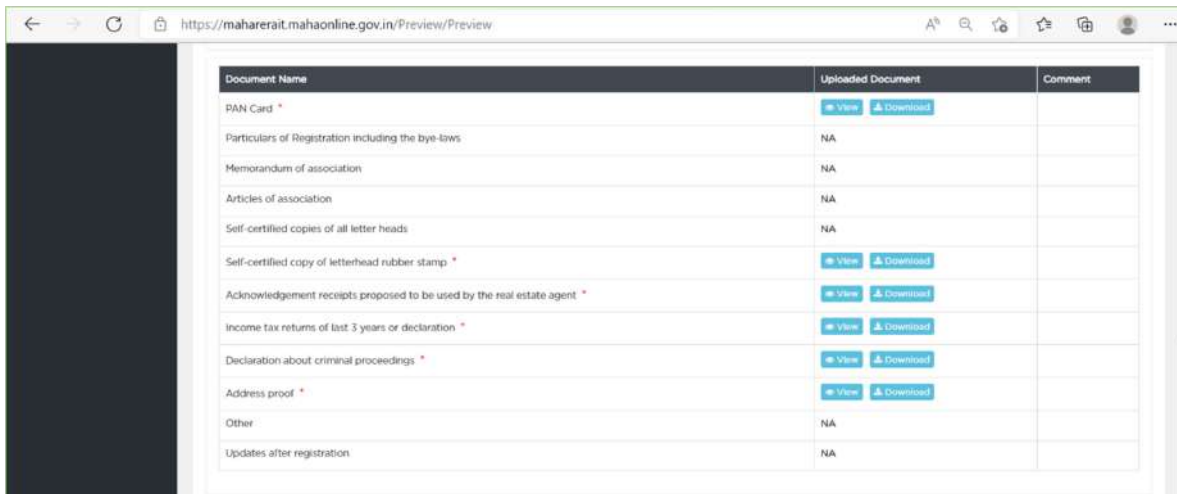
Address For Official Communication

House Number	7	Building Name	Kalpatru Apartments
Street Name	Bsnt Street	Locality	Santacruz
Landmark	Near Library	State/UT	MAHARASHTRA
Division	Konkan	District	Mumbai Suburban
Taluka	Andheri	Village	
Pin Code	400055		

Contact Details

Mobile Number	8928728899	Fax Number	
Office Number	02226153804	Email ID	
sejal.mody@remi.edu.in			
Website URL			

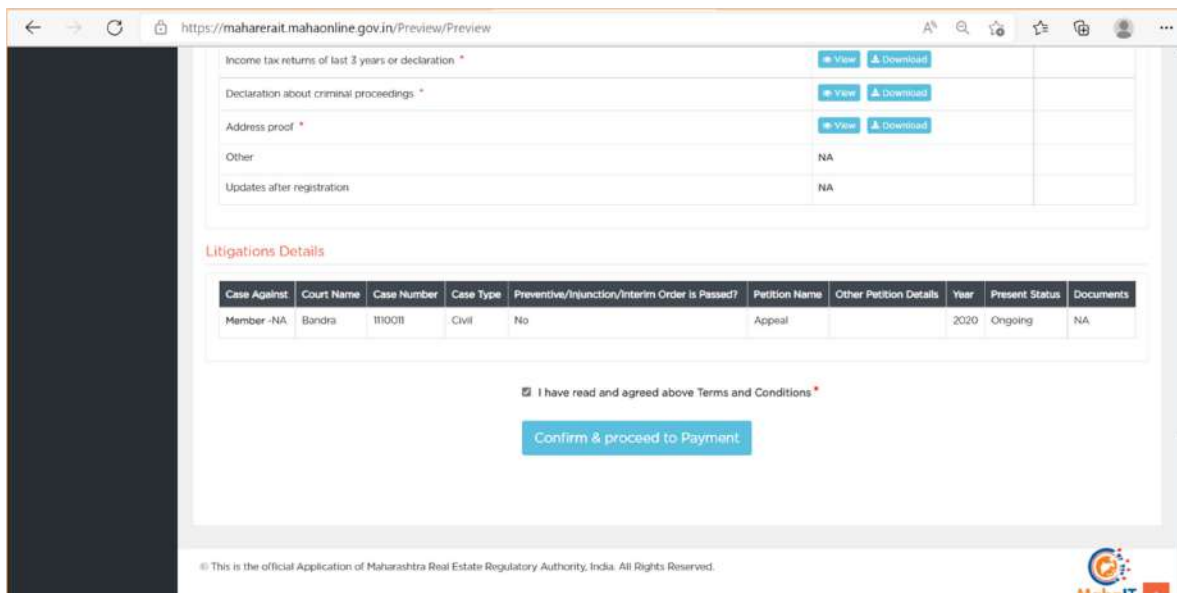
Check the address and contact details here



Document Name	Uploaded Document	Comment
PAN Card *	View Download	
Particulars of Registration including the bye-laws	NA	
Memorandum of association	NA	
Articles of association	NA	
Self-certified copies of all letter heads	NA	
Self-certified copy of letterhead rubber stamp *	View Download	
Acknowledgement receipts proposed to be used by the real estate agent *	View Download	
Income tax returns of last 3 years or declaration *	View Download	
Declaration about criminal proceedings *	View Download	
Address proof *	View Download	
Other	NA	
Updates after registration	NA	

Check that all necessary documents have been uploaded.

24. Select Checkbox for Terms and Condition agreement and click on “Confirm and Proceed to Payment” Button.



Case Against	Court Name	Case Number	Case Type	Preventive/Injunction/Interim Order is Passed?	Petition Name	Other Petition Details	Year	Present Status	Documents
Member -NA	Bandra	1110018	Civil	No	Appeal		2020	Ongoing	NA

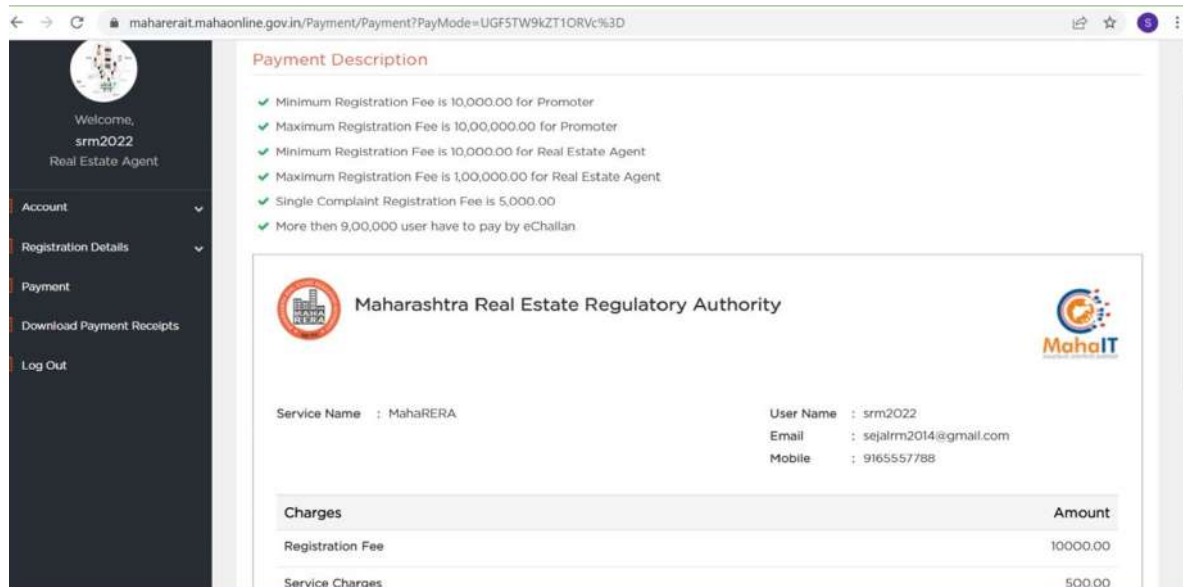
☒ I have read and agreed above Terms and Conditions *

[Confirm & proceed to Payment](#)

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Check if all legal case details which you have entered are showing here.

25. For Payment of Registration Fees, after clicking “Payment” Side Menu, the Payment description page would appear with payment process and details for the real estate agent to make payment. Click on Make payment or Generate Challan as per convenience.



Payment Description

- ✓ Minimum Registration Fee is 10,000.00 for Promoter
- ✓ Maximum Registration Fee is 10,00,000.00 for Promoter
- ✓ Minimum Registration Fee is 10,000.00 for Real Estate Agent
- ✓ Maximum Registration Fee is 1,00,000.00 for Real Estate Agent
- ✓ Single Complaint Registration Fee is 5,000.00
- ✓ More then 9,00,000 user have to pay by eChallan

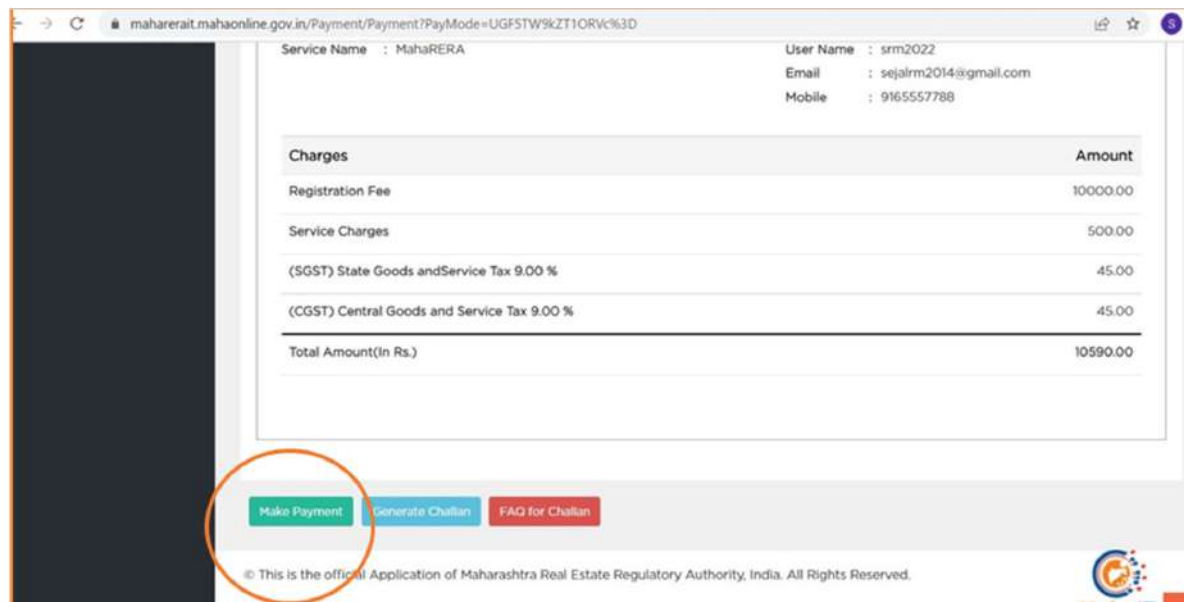
Maharashtra Real Estate Regulatory Authority

Service Name : MahaRERA

User Name : srm2022
Email : sejalrm2014@gmail.com
Mobile : 9165557788

Charges	Amount
Registration Fee	10000.00
Service Charges	500.00

In this page you will see the fee payable.



Service Name : MahaRERA

User Name : srm2022
Email : sejalrm2014@gmail.com
Mobile : 9165557788

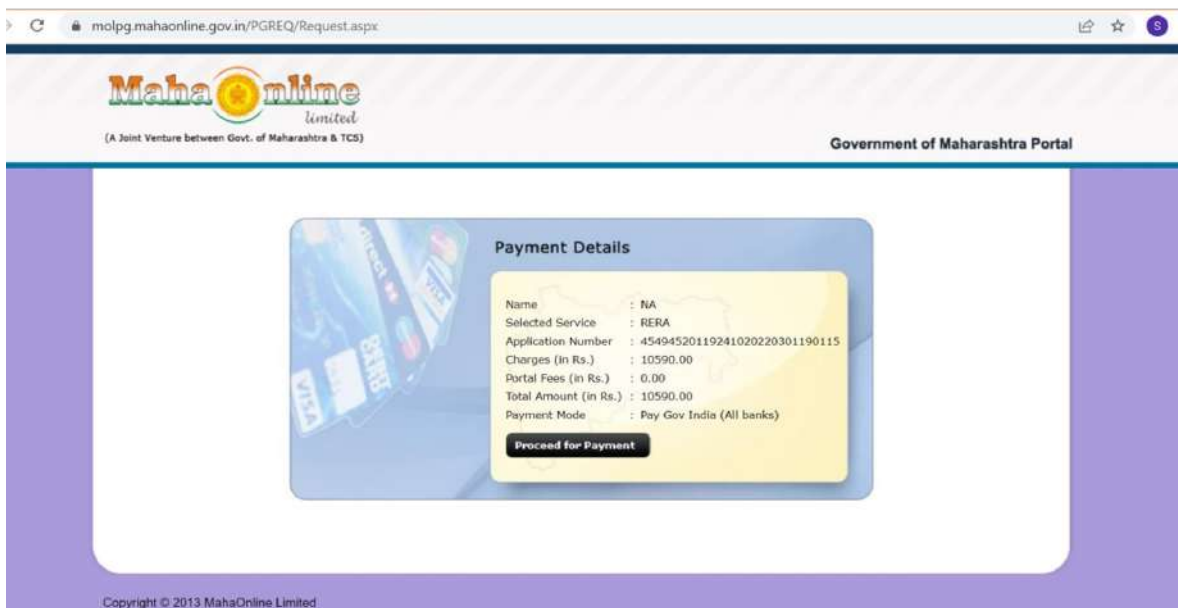
Charges	Amount
Registration Fee	10000.00
Service Charges	500.00
(SGST) State Goods and Service Tax 9.00 %	45.00
(CGST) Central Goods and Service Tax 9.00 %	45.00
Total Amount(In Rs.)	10590.00

[Make Payment](#) [Generate Challan](#) [FAQ for Challan](#)

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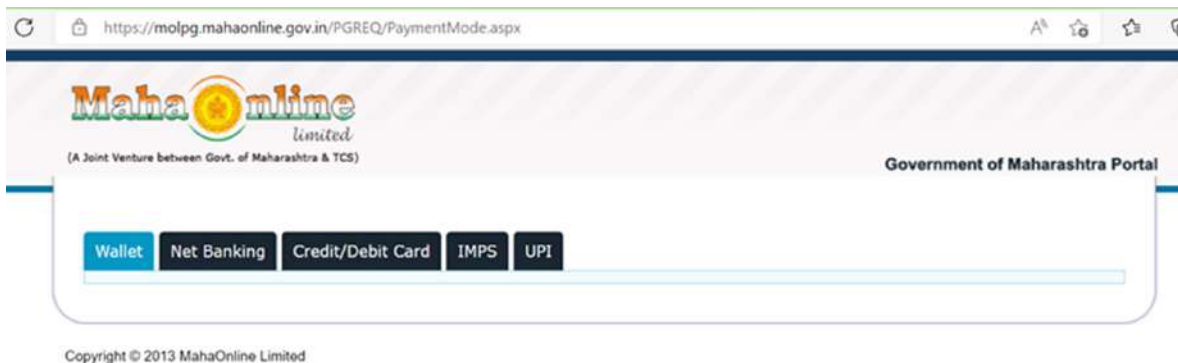
On this page you can now proceed to pay by clicking the make payment button.

26. Once you click on the Make Payment button, it will take you to MahaOnline site showing the payment summary and then you need to proceed with the payment.



Once again, you get to see a summary of fees payable. You should confirm that it is correct and then click proceed for payment tab.

27. Click on the payment method you wish to opt for to make the registration fees payment.



This screen gives you many payment options. You can choose any.

28. Once Payment is done successfully. After scrutiny and verifications MahaRERA would issue Real Estate Registration Certificate that can be view from the side Menu under “Registration Details” section.

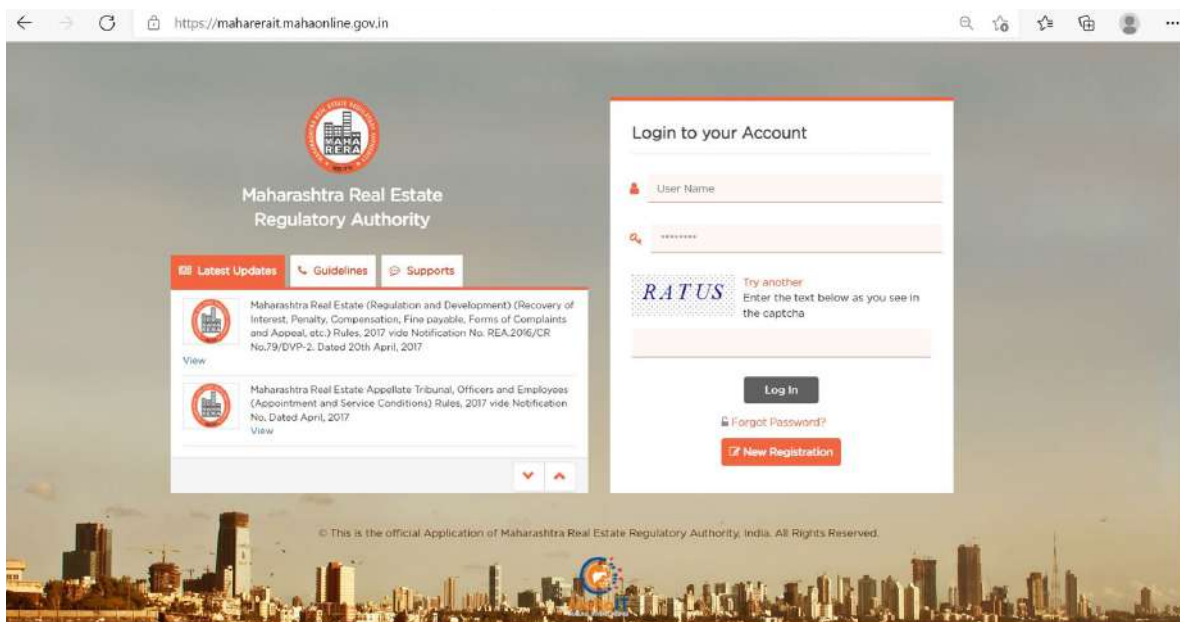
5.8.2. Non – Individual Agents

1. Open MahaRERA Web portal from below link and Click on Online Application Tab:-<https://maharera.mahaonline.gov.in/>



This is the landing (Main) page where we begin the registration process

Click on New Registration Button.



On this page you have to start the registration process by clicking New Registration

2. Create New Account by giving the following information:-

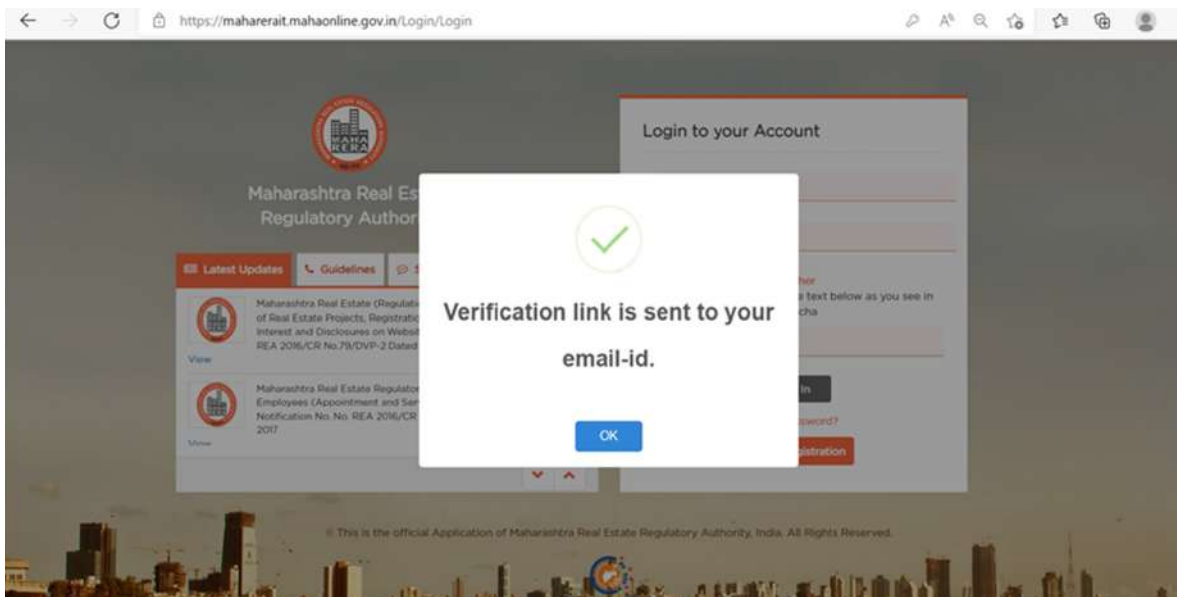
- Select Real Estate Agent in User Type.
- Select State Maharashtra
- Give User Name, password, Confirm password, Mobile Number and Email ID.
- Finally fill up the Captcha asked on Login Page and click on "Create User" Button.

The screenshot shows the 'Create New Account' form on the MahaRERA website. The form is titled 'Create New Account' and has a background image of a city skyline. The form includes the following fields and options:

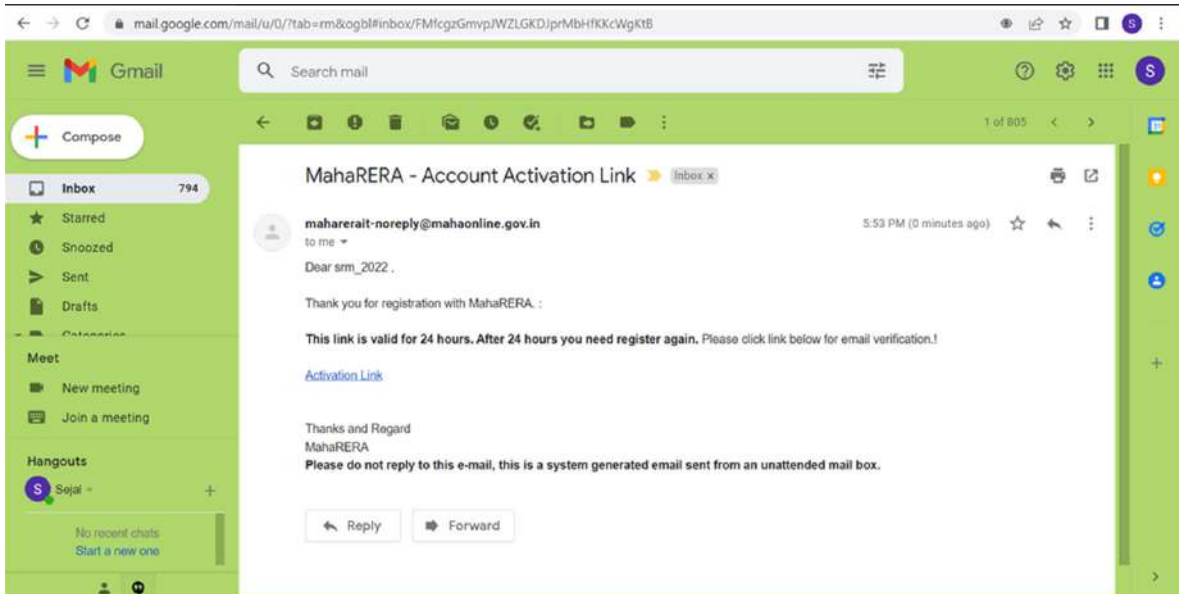
- Select User Type :** Radio buttons for Promoter, Real Estate Agent (selected), and Complainant.
- Select State/UT:** A dropdown menu showing 'MAHARASHTRA'.
- Username :** A text input field containing 'srm_2022'.
- Password :** A text input field with a strength indicator 'Strong'.
- Confirm Password :** A text input field.
- Mobile Number :** A text input field containing '9987887679'.
- E-mail ID :** A text input field containing 'sejalrm2014@gmail.com'.
- Captcha:** A box displaying 'YSTZS' with a 'Try another' link and the instruction 'Enter the text you see above:'.
- Buttons:** 'Create User' (dark grey) and 'Go to Login' (orange).

Here you enter all the details and the captcha

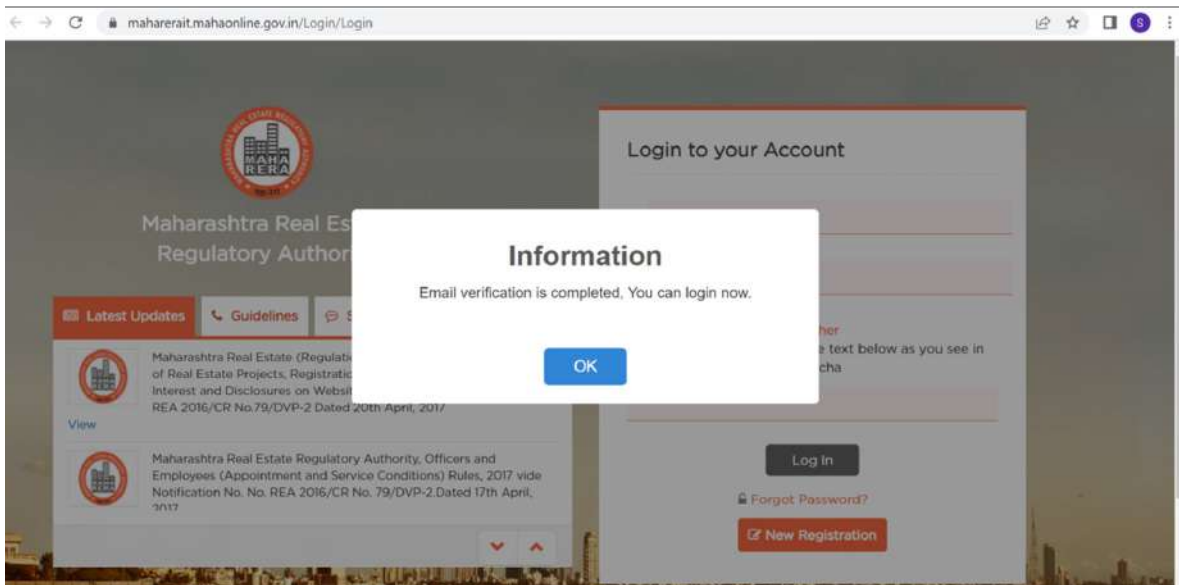
3. Once User is created it will ask you to verify it by sending you the activation link to your email.



4. Please Click on Activation link and Confirmation message will pop up. Click OK on Message Box.



Check your email (the same email id you entered) and search for the account activation link



This pop-up confirms the activation is complete

5. Now Login into the Account by giving your credentials and Captcha provided on page.

This page is where you can login after you create the account

6. Once you Login, you will be taken to the MahaRERA Home page, wherein from side menu further details are required.

This is the page where you need to select and proceed with the registration.

7. From Side Menu, Click on Account and My Profile link to give Information about Organization Details by selecting "Information Type" as "Other Than Individual". Fill in the Organizational Information along with the Identity proof with Photograph.
 - a. Select other details such as Past experience ,if any,
 - b. Criminal /Police case pending, if any,
 - c. Registration as an agent with any other states, if any, needs to be provided.
8. Give Organization details by selecting type of an organization from dropdown list, with name and PAN Number.

MahaRERA
Welcome, srm_2022
Real Estate Agent

Maharashtra Real Estate Regulatory Authority

My Profile

General Information (All * Mark field are mandatory)

Information Type * ☐ Individual ☒ Other Than Individual

Organization

Organization Type * Company Select Organization Partnership Proprietorship Others Society Name *

PAN Number *

Do you have any Past Experience? * ☐ Yes ☐ No

Any criminal or police case/ cases pending? * ☐ Yes ☐ No

Do you have any registration in other States and Union Territories? * ☐ Yes ☐ No

Select and fill in the relevant details

MahaRERA
Welcome, srm_2022
Real Estate Agent

Maharashtra Real Estate Regulatory Authority

My Profile

General Information (All * Mark field are mandatory)

Information Type * ☐ Individual ☒ Other Than Individual

Organization

Organization Type * Company Name *

PAN Number *

Do you have any Past Experience? * ☒ Yes ☐ No

Any criminal or police case/ cases pending? * ☒ Yes ☐ No

Do you have any registration in other States and Union Territories? * ☒ Yes ☐ No

PAN details will be that of Real Estate Agent Organisation.

← → ↻ https://maharera.mahaonline.gov.in/personalinfo/personalinfo#

Any criminal or police case pending? ☐ YES ☒ NO

Do you have any registration in other States and Union Territories? ☐ YES ☒ NO

Address Details

Block Number *	1	Building Name *	Sorrento Heights
Street Name *	BSNT street	Locality *	Santacruz
Land mark *	Near Library	State/UT *	MAHARASHTRA
Division *	Konkan	District *	Mumbai Suburban
Taluka *	Andheri	Village	Andheri
Pin Code *	400055		

Organization Contact Details

Name of Contact Person *	Rakesh Ramani	Designation of Contact Person *	Rakesh Ramani
Mobile Number *	9987887679	Secondary Mobile Number *	8898879077
Office Number *	0226550505	Fax Number	
Email ID *	sejalrm2014@gmail.com	Website URL	https://www.bldgrealestate.com

Enter the business address and contact details here

← → ↻ https://maharera.mahaonline.gov.in/personalinfo/personalinfo#

Director Details

Designation *	Managing Director	First Name *	Suresh
Middle Name		Last Name *	Ramani
PAN Number *	xxxxxx122D	Aadhar Number *	xxxxxxxx1234

Contact Details

Mobile Number *	9987887777	Email-ID *	sejalrm2014@gmail.com
-----------------	---	------------	--

Address Details

House Number *	2	Building Name *	Toshiba House
Street Name *	North Avenue street	Locality *	Santacruz
Land mark *	Near Archies	State/UT *	MAHARASHTRA
Division *	Konkan	District *	Mumbai Suburban
Taluka *	Andheri	Village	Andheri
Pin Code *	400055		

Here the names of the owners/ directors, their contact details should be filled in

Upload Photo and if needed add other Member details by clicking “Add New Member” and finally save Profile.

The screenshot shows a web browser window with the URL <https://maharera.mahaonline.gov.in/personalinfo/personalinfo#>. The page is titled "Contact Details" and "Address Details". It contains several input fields for member information:

- Contact Details:**
 - Mobile Number: 9987887777
 - Email-ID: sejalm2014@gmail.com
- Address Details:**
 - House Number: 2
 - Building Name: Toshiba House
 - Street Name: North Avenue street
 - Locality: Santacruz
 - Land mark: Near Archies
 - State/UT: MAHARASHTRA
 - Division: Konkan
 - District: Mumbai Suburban
 - Taluka: Andheri
 - Village: Andheri
 - Pin Code: 400055

At the bottom of the form, there are two buttons: "Upload Photo" and "Add New Member". Below these buttons, a red text message reads: "Click on add member button to add member details, After records are added, updated or deleted click on save button". At the very bottom, there is a "Save Profile" button.

Complete all required details here

A Message Box with “Profile Saved Successfully” will pop up. Click OK on Message Box.

The screenshot shows a web browser window with the URL <https://maharera.mahaonline.gov.in/PersonalInfo/PersonalInfo?TempData=System.Web.Mvc.TempDataDictionary>. The page is titled "My Profile" and "General Information". It contains several input fields for member information:

- General Information:**
 - Information Type: *
 - Organization Type: *
 - Organization: BldgRealEstate Pvt Ltd
 - PAN Number: *
 - Do you have any Past Experience? *
 - Any criminal or police case/ cases pending? * (Yes/No)
 - Do you have any registration in other States and Union Territories? * (Yes/No)
- Address Details:**
 - Block Number: 1
 - Building Name: Sorrento Heights

A confirmation pop-up message box is displayed in the center of the screen, showing a green checkmark and the text "Profile Saved Successfully." with an "OK" button.

This pop up shows as a confirmation

9.If on "My Profile" Page past experience is selected as 'YES' then, select side menu "Past Experience Details" section. You will be taken to "Agent Past Experience Details" page. Please fill in the required Past Project Details for work experience details as a Real Estate Agent. Save the details.

Here you can enter all past experiences of projects

This pop up shows confirmation of details being added

Add Branch Details from Accounts Side Menu.

Branch Office Details

All * mark field are mandatory.

Enter Details Of All branch Offices across India, including headquarters

Branch Office Name * BldgRealestate constructions Branch Office Address * South avenue,Andheri

LandLine Number * 02226153432 Fax Number

Email ID * sejalrm2014@gmail.com Upload address Proof * Choose File Lease In...ction.pdf

Add Branch

Sr No.	Branch Office Name	Branch Office Address	LandLine Number	Fax Number	Email ID	Edit	Delete
--------	--------------------	-----------------------	-----------------	------------	----------	------	--------

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MahaIT

Here, enter the communication details of the branch offices.

10. Once Data is added successfully, Message Box pops up. Select Ok

Branch Office Details

All * mark field are mandatory.

Enter Details Of All branch Offices across India, including headquarters

Branch Office Name * Branch Office Address * Branch Office Address

LandLine Number * Fax Number

Email ID * Upload address Proof * Choose File No file chosen

Add Branch

Data Saved Sucessfully.

OK

Sr No.	Branch Office Name	Branch Office Address	LandLine Number	Fax Number	Email ID	Edit	Delete
1	BldgRealestate constructions	South avenue,Andheri	02226153432		sejalrm2014@gmail.com	Edit	Delete

This pop up shows as a confirmation.

11. If needed other branch details can also be added.

Branch Office Details

All * mark field are mandatory.

Enter Details Of All branch Offices across India, including headquarters

Branch Office Name * Branch Office Address *

LandLine Number * Fax Number

Email ID * Upload address Proof * No file chosen

Branch Office Details

Sr No.	Branch Office Name	Branch Office Address	LandLine Number	Fax Number	Email ID	Edit	Delete
1	BldgRealestate constructions	South avenue,Andheri	02226153432		sejalrm2014@gmail.com	Edit	Delete

In case you have more than one branch office, enter details by adding branch. You can see the list of branches here.

12. If any criminal or Police case is pending, then please add necessary information as shown below by going to side menu "Add Litigation".

MahaRERA

Welcome, srm_2022 Real Estate Agent

Account

My Profile

Past Experience Details

Add Branch Details

Change Password

Add Litigations

Registration Details

Payment

Download Payment Receipts

Log Out

Maharashtra Real Estate Regulatory Authority

All * mark field are mandatory.

Details of Existing Court Cases

Please provide details of civil and criminal cases pending against him if an individual or any of the partners, directors, members, proprietor etc. in case of other entities;

Case Against ☒ Company ☐ Member Name of the Court *

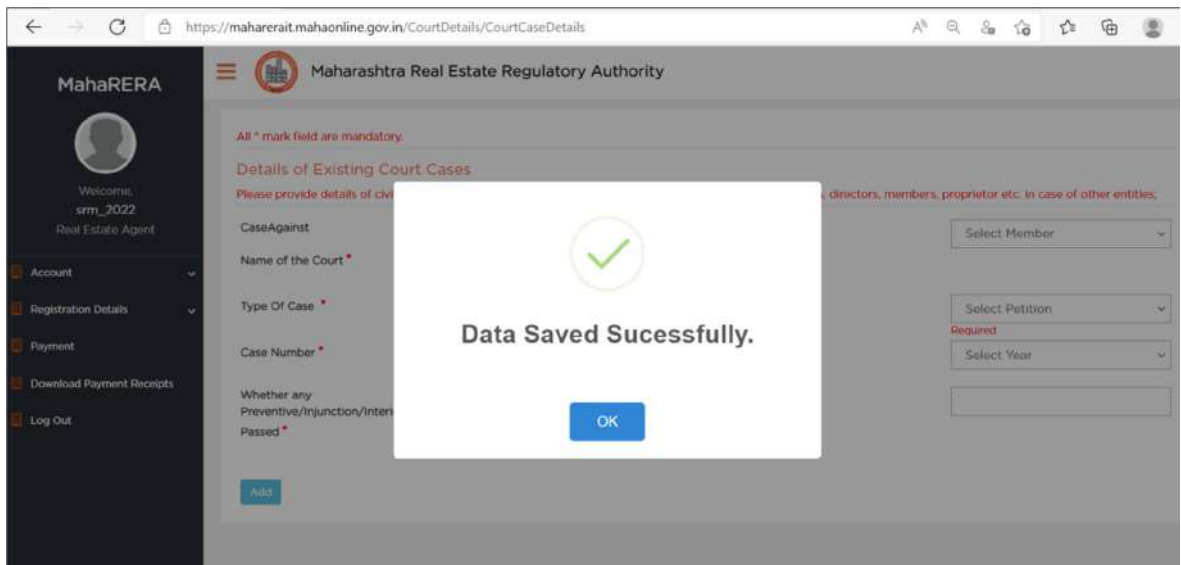
Type Of Case * Petition *

Case Number * Year *

Whether any Preventive/Injunction/Interim Order is Passed * ☐ Yes ☒ No Present Status *

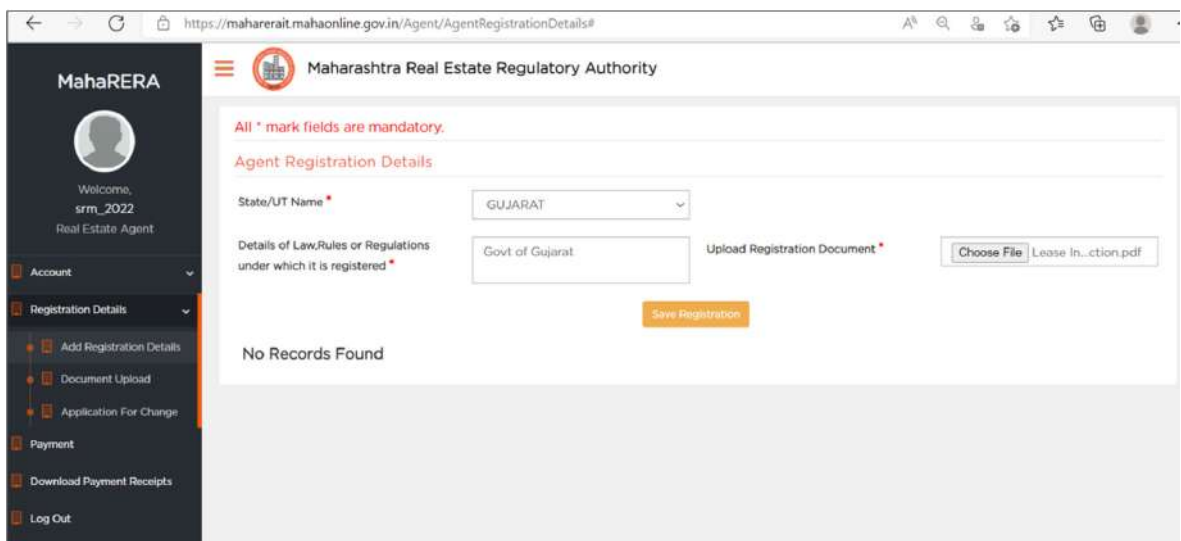
In this page you need to enter existing court case details

- Click OK on Message Box "Data saved successfully". If needed please edit the information and save again.



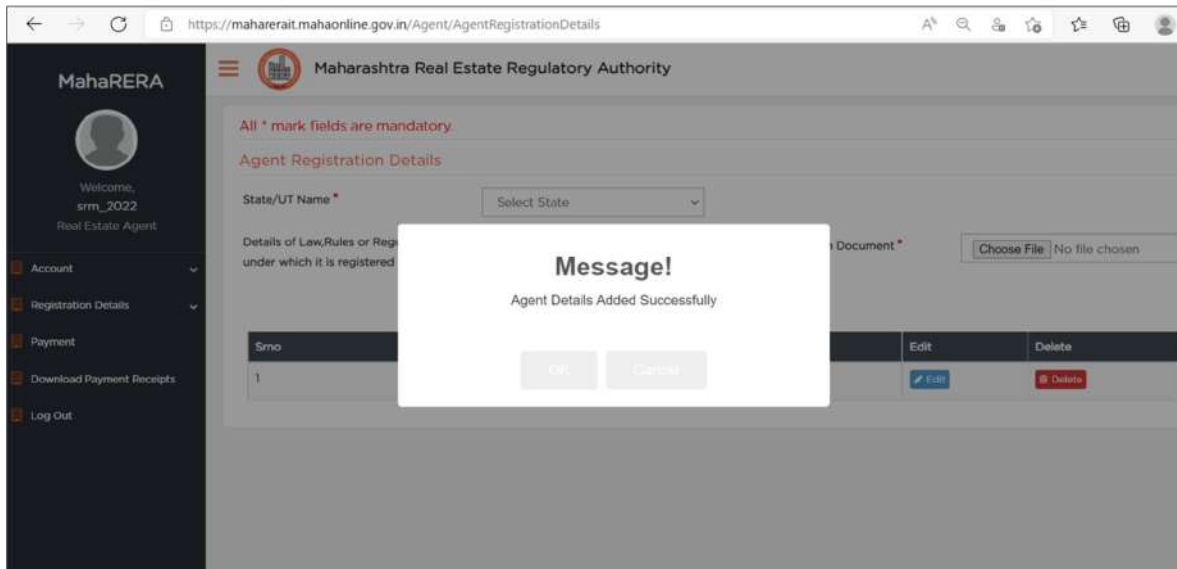
This pop up shows as a confirmation

- Now under Registration Details side menu-Add registration details, if you have real estate registration in other states apart from Maharashtra, then please fill up the details along with registration number and documents. Click OK on Message Box to add the details.



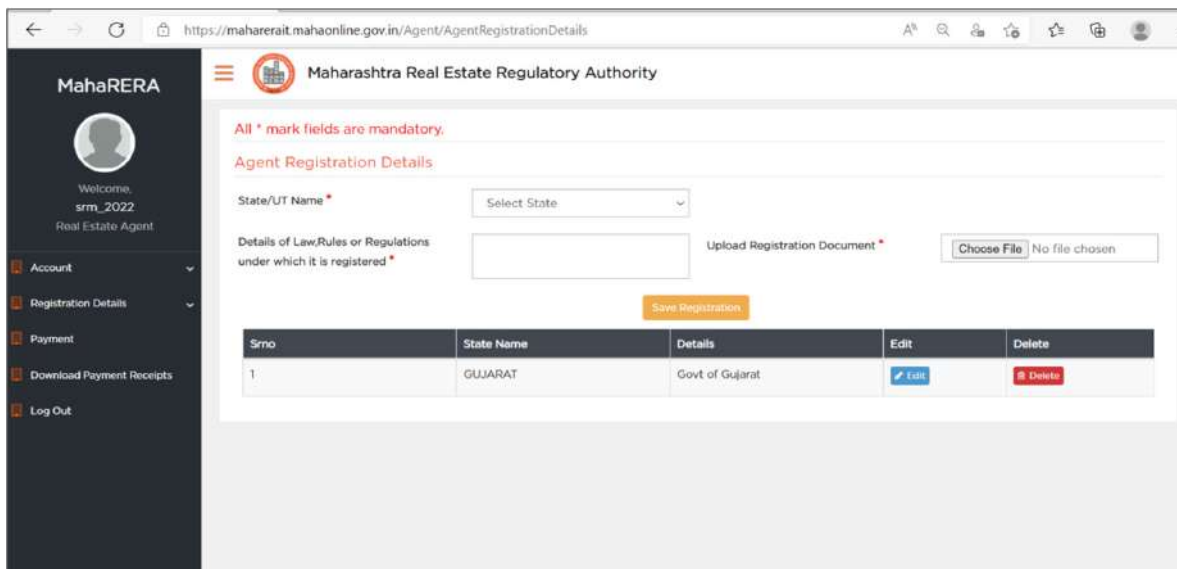
Here, enter the details of the States where the organisation has been registered as a real estate agent

15. Click OK. Once Agent details have been added successfully, message box appears.



This pop up shows as a confirmation

16. You can edit or delete any registration details if required.



This page lists the entered details

17. Next From Side Menu, Click on Registration Details and from “Document Upload “Menu, upload Mandatory documents marked as (*). Click on Upload to save your documents in MahaRERA web portal.

Document Upload

All * mark fields are mandatory.

Documents

This project's documents are on desk for scrutiny, can not be modified

Sr. No.	Document Name	Uploaded Document	Action
1	PAN Card *	Choose File Pan_Copy.pdf	Upload View Download Delete Add
2	Particulars of Registration including the bye-laws	Choose File No file chosen	Upload Add
3	Memorandum of association	Choose File No file chosen	Upload Add
4	Articles of association	Choose File No file chosen	Upload Add
5	Self-certified copies of all letter heads	Choose File No file chosen	Upload Add

In this page you are required to upload all required documents

18. File Uploaded Message Box will appear after your chosen file in .PDF format is uploaded successfully.

Document Upload

All * mark fields are mandatory.

Documents

This project's documents are

Information

File uploaded successfully.

OK

Sr. No.	Document Name	Uploaded Document	Action
1	PAN Card *	Choose File No file chosen	Upload View Download Delete Add
2	Particulars of Registration including the bye-laws	Choose File No file chosen	Upload Add
3	Memorandum of association	Choose File No file chosen	Upload Add
4	Articles of association	Choose File No file chosen	Upload Add
5	Self-certified copies of all letter heads	Choose File No file chosen	Upload Add

This pop up shows as a confirmation

Sr. No.	Document Name	Uploaded Document	Action
1	PAN Card *	Choose File Pan_Copy.pdf	Upload, View, Download, Delete, Add
2	Particulars of Registration including the bye-laws	Choose File No file chosen	Upload, Add
3	Memorandum of association	Choose File No file chosen	Upload, Add
4	Articles of association	Choose File No file chosen	Upload, Add
5	Self-certified copies of all letter heads	Choose File No file chosen	Upload, Add
6	Self-certified copy of letterhead rubber stamp *	Choose File CertifiedCoipes.pdf	Upload, Add
7	Acknowledgement receipts proposed to be used by the real estate agent *	Choose File Receipts.pdf	Upload, Add
8	Income tax returns of last 3 years or declaration *	Choose File ITR Returns.pdf	Upload, Add
9	Declaration about criminal proceedings *	Choose File CriminalProceedings.pdf	Upload, Add
10	Address proof *	Choose File Addr Proof.pdf	Upload, Add
11	Other	Choose File No file chosen	Upload, Add

Continue uploading all documents one by one.

19. Once all files are uploaded, you can click on payment from side menu as shown in image and summary web page will open

Welcome, srm_2022
Real Estate Agent

Account, Registration Details, Payment, Download Payment Receipts, Log Out

General Information

Information Type: Other Than Individual

Payment Date:

Enforce Penalty Status: - NA

System Generated Penalty Status: - NA

Organization

Name: BldgRealEstate Pvt Ltd | PAN Number: xxxxxx234C

Organization Type: Company

Description For Other Type Organization: NA

Do you have any Past Experience?: Yes

On this page you need to select payment and the details entered will be shown

https://maharera.mahaonline.gov.in/Preview/Preview

Address Details

Block Number *	1	Building Name *	Sorrento Heights
Street Name *	BSNT street	Locality *	Santacruz
Land mark *	Near Library	State/UT *	MAHARASHTRA
Division *	Konkan	District *	Mumbai Suburban
Taluka *	Andheri	Village *	Andheri
Pin Code *	400055		

Organization Contact Details

Name of Contact Person *	Rakesh Ramani	Designation of Contact Person *	Rakesh Ramani
Office Number *	02226550505		
Office Number *	02226550505		
Fax Number *		Email ID *	sejalrm2014@gmail.com

Check if all details are correct

https://maharera.mahaonline.gov.in/Preview/Preview

Pin Code * 400055

Organization Contact Details

Name of Contact Person *	Rakesh Ramani	Designation of Contact Person *	Rakesh Ramani
Office Number *	02226550505		
Office Number *	02226550505		
Fax Number *		Email ID *	sejalrm2014@gmail.com
Secondary Mobile Number *	8898879077		
Website URL	https://www.bldgrealestate.com		

Document Name	Uploaded Document	Comment
PAN Card *	View Download	
Particulars of Registration including the bye-laws	NA	
Memorandum of association	NA	
Articles of association	NA	
Self-certified copies of all letter heads	NA	
Self-certified copy of letterhead rubber stamp *	View Download	
Acknowledgement receipts proposed to be used by the real estate agent *	View Download	

Check organisation contact details

Website URL: <https://www.bdgcrealestate.com>

Document Name	Uploaded Document	Comment
PAN Card *	View Download	
Particulars of Registration including the bye-laws	NA	
Memorandum of association	NA	
Articles of association	NA	
Self-certified copies of all letter heads	NA	
Self-certified copy of letterhead rubber stamp *	View Download	
Acknowledgement receipts proposed to be used by the real estate agent *	View Download	
Income tax returns of last 3 years or declaration *	View Download	
Declaration about criminal proceedings *	View Download	
Address proof *	View Download	
Other	NA	
Updates after registration	NA	

Litigations Details

Case Against	Court Name	Case Number	Case Type	Preventive/Injunction/Interim Order is Passed?	Petition Name	Other Petition Details	Year	Present Status	Documents
Member -NA	BKC	22022	Civil	No	Appeal		2020	Ongoing	NA

Check if all required documents have been uploaded

20. Select Checkbox for Terms and Condition agreement and click on “Confirm and Proceed to Payment” Button.

Income tax returns of last 3 years or declaration *

Declaration about criminal proceedings *

Address proof *

Other

Updates after registration

Litigations Details

Case Against	Court Name	Case Number	Case Type	Preventive/Injunction/Interim Order is Passed?	Petition Name	Other Petition Details	Year	Present Status	Documents
Member -NA	BKC	22022	Civil	No	Appeal		2020	Ongoing	NA

☒ I have read and agreed above Terms and Conditions *

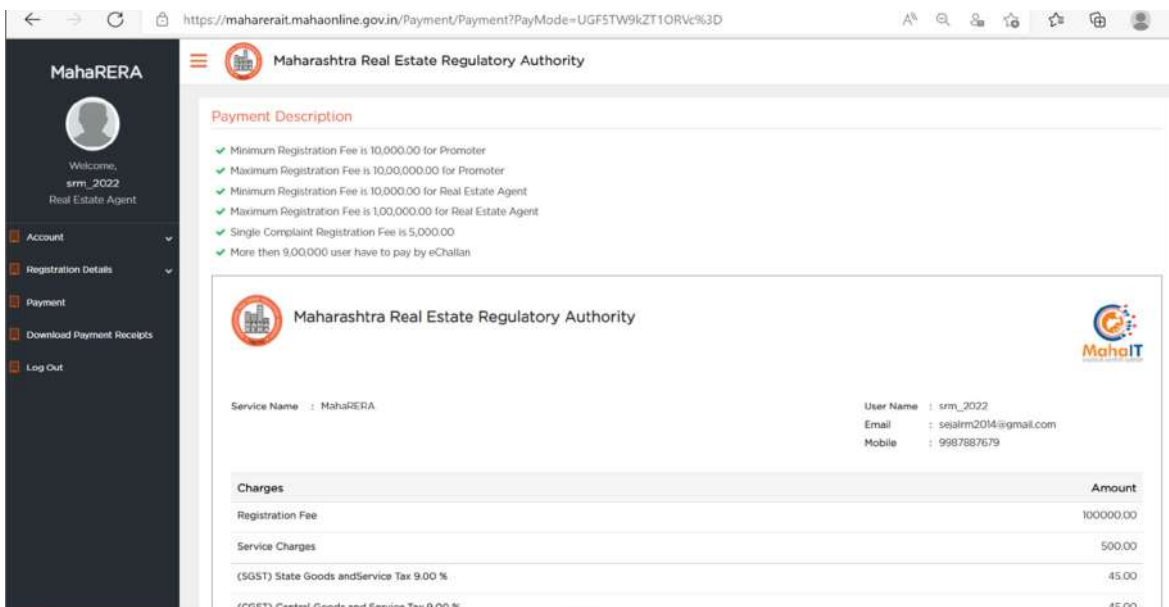
[Confirm & proceed to Payment](#)

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Check litigation details

21. Next, For Payment of Registration Fees, after clicking "Payment" Side Menu, the Payment description page would appear with payment process and details for the real estate agent to make payment. Click on Make payment or Generate Challan button as per convenience.



Payment Description

- ✓ Minimum Registration Fee is 10,000.00 for Promoter
- ✓ Maximum Registration Fee is 10,00,000.00 for Promoter
- ✓ Minimum Registration Fee is 10,000.00 for Real Estate Agent
- ✓ Maximum Registration Fee is 1,00,000.00 for Real Estate Agent
- ✓ Single Complaint Registration Fee is 5,000.00
- ✓ More than 9,00,000 user have to pay by eChallan

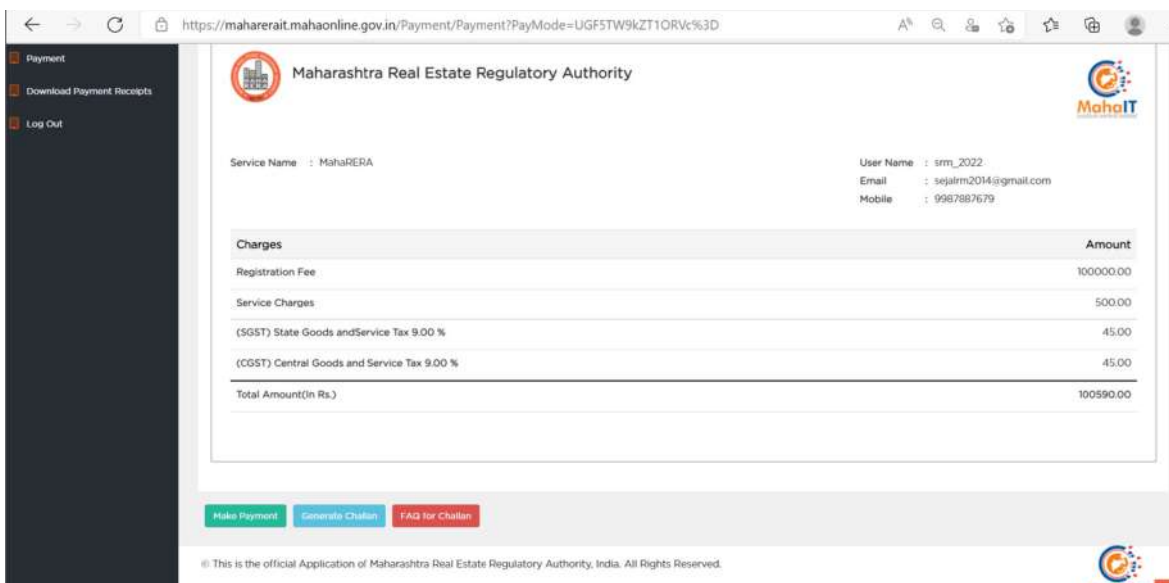
Maharashtra Real Estate Regulatory Authority

Service Name : MahaRERA

User Name : srm_2022
Email : sejairm2014@gmail.com
Mobile : 9987887679

Charges	Amount
Registration Fee	100000.00
Service Charges	500.00
(SGST) State Goods and Service Tax 9.00 %	45.00
(CGST) Central Goods and Service Tax 9.00 %	45.00

This page shows the amount of fees to be paid



Maharashtra Real Estate Regulatory Authority

Service Name : MahaRERA

User Name : srm_2022
Email : sejairm2014@gmail.com
Mobile : 9987887679

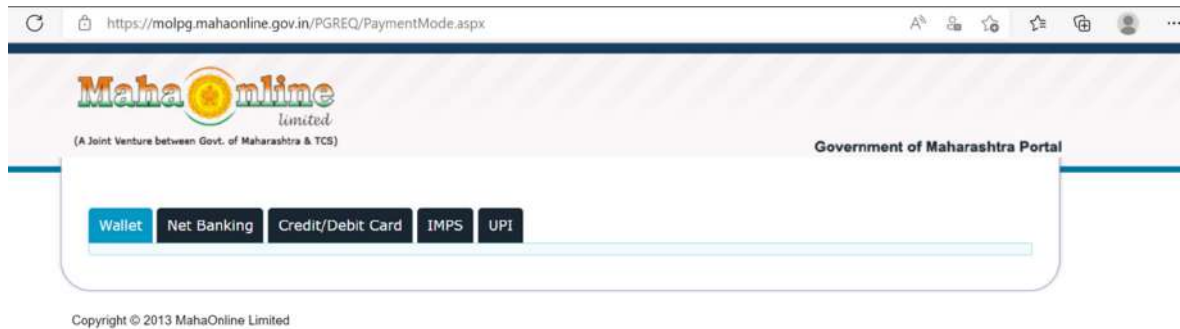
Charges	Amount
Registration Fee	100000.00
Service Charges	500.00
(SGST) State Goods and Service Tax 9.00 %	45.00
(CGST) Central Goods and Service Tax 9.00 %	45.00
Total Amount(In Rs.)	100590.00

[Make Payment](#) [Generate Challan](#) [FAQ for Challan](#)

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Check the fee details and click Make payment

22. Once you click on the Make Payment button, it will take you to MahaOnline site showing the payment summary and then you need to proceed with the mode of payment as per your choice.



Now select the mode of payment and proceed in the same manner as for the individual registration payment process to complete the non-individual registration

After Submission of Application, Real Estate Agent can view the status of their application on their homepage.

6. Real Estate Project Registration and Promoter Responsibilities



A real estate agent is responsible for facilitating transaction between promoter and allottee, hence must be aware of various functions and duties of Promoter including Project Registration, Project Updates, Project Extensions and so on. Hence, this chapter is included in this handbook for Agents, in order to give them brief information about real estate project registration and promoter responsibilities

Promoter is defined as per Section 2 (zk) of the Act as follows:

“(zk) “promoter” means,—

- (i) a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
- (ii) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or
- (iii) any development authority or any other public body in respect of allottees of—
 - (a) buildings or apartments, as the case may be, constructed by such authority or body on lands owned by them or placed at their disposal by the Government; or
 - (b) plots owned by such authority or body or placed at their disposal by the Government, for the purpose of selling all or some of the apartments or plots; or
- (iv) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs apartments or buildings for its Members or in respect of the allottees of such apartments or buildings; or
- (v) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
- (vi) such other person who constructs any building or apartment for sale to the general public.

Explanation.—For the purposes of this clause, where the person who constructs or converts a building into apartments or develops a plot for sale and the persons who sells apartments or plots are different persons, both of them shall be deemed to be the promoters and shall be jointly liable as such for the functions and responsibilities specified, under this Act or the rules and regulations made thereunder;”

Therefore, Promoter includes builder, coloniser, contractor, developer, estate developer etc. who are responsible for developing and selling real estate project.

Real Estate Project is defined as per Section 2 (zn) of the Act as follows:

“(zn) “real estate project” means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;”

The terms “apartment” and “building” as used in the aforesaid definition which is defined under the Act not only covers residential projects but also covers commercial projects.

This Act lays down various provisions for ensuring sale of plot, apartment or building, as the case may be, or sale of real estate project, in an efficient and transparent manner and to protect the interest of consumers in the real estate sector.

6.1. Registration of Real Estate Projects

One of the key foundation of the Act is Registration of Real Estate Projects. Real estate projects, with some exceptions, need to be registered with RERAs. Promoters cannot book or offer these projects for sale without registering them.

Section 3 of the Act provides details on Project Registration as follows:

“3. (1) No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area, without registering the real estate project with the Real Estate Regulatory Authority established under this Act:

Provided that projects that are ongoing on the date of commencement of this Act and for which the completion certificate has not been issued, the promoter shall make an application to the Authority for registration of the said project within a period of three months from the date of commencement of this Act:

Provided further that if the Authority thinks necessary, in the interest of allottees, for projects which are developed beyond the planning area but with the requisite permission of the local authority, it may, by order, direct the promoter of such project to register with the Authority, and the provisions of this Act or the rules and regulations made thereunder, shall apply to such projects from that stage of registration.

(2) Notwithstanding anything contained in sub-section (1), no registration of the real estate project shall be required —

- (a) where the area of land proposed to be developed does not exceed five hundred square meters or the number of apartments proposed to be developed does not exceed eight inclusive of all phases:

Provided that, if the appropriate Government considers it necessary, it may, reduce the threshold below five hundred square meters or eight apartments, as the case may be, inclusive of all phases, for exemption from registration under this Act;

- (b) where the promoter has received completion certificate for a real estate project prior to commencement of this Act;
- (c) for the purpose of renovation or repair or re-development which does not involve marketing, advertising selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.

Explanation.—For the purpose of this section, where the real estate project is to be developed in

phases, every such phase shall be considered a stand alone real estate project, and the promoter shall obtain registration under this Act for each phase separately.”

Therefore, As per Section 3 of the Act, All commercial and residential real estate projects including plotted development shall have to be registered with MahaRERA, except in projects where:

- Area of land proposed to be developed does not exceed five hundred square meters

Or

- Number of apartments proposed to be developed does not exceed eight inclusive of all phases

Or

- Promoter has received Occupancy Certificate for a real estate project prior to commencement of this Act

Further, Entire State of Maharashtra (Rural as well as Urban) is under Planning Area of Maharashtra Regional and Town Planning (MR&TP) Act and hence is covered under MahaRERA.

No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area within Maharashtra, without registering the real estate project with MahaRERA

6.2. Registration Application and Process

The entire Project Registration process is completely digital and MahaRERA commenced online registration process from 1st May 2017.

The details of Application Form and supporting documents are listed in Section 4 of the Act as follows:

“ 4. (1) Every promoter shall make an application to the Authority for registration of the real estate project in such form, manner, within such time and accompanied by such fee as may be specified by the regulations made by the Authority.

(2) The promoter shall enclose the following documents along with the application referred to in sub-section (1), namely:—

- (a) a brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, competent authority), and the particulars of registration, and the names and photographs of the promoter;
- (b) a brief detail of the projects launched by him, in the past five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending;



- (c) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
- (d) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
- (e) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
- (f) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
- (g) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
- (h) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas apartment with the apartment, if any;
- (i) the number and areas of garage for sale in the project;
- (j) the names and addresses of his real estate agents, if any, for the proposed project;
- (k) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
- (l) a declaration, supported by an affidavit, which shall be signed by the promoter or any person authorised by the promoter, stating:—
 - (A) that he has a legal title to the land on which the development is proposed along with legally valid documents with authentication of such title, if such land is owned by another person;
 - (B) that the land is free from all encumbrances, or as the case may be details of the encumbrances on such land including any rights, title, interest or name of any party in or over such land along with details;
 - (C) the time period within which he undertakes to complete the project or phase thereof, as the case may be;
 - (D) that seventy per cent. of the amounts realised for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose:

Provided that the promoter shall withdraw the amounts from the separate account, to cover the cost of the project, in proportion to the percentage of completion of the project:

Provided further that the amounts from the separate account shall be withdrawn by the promoter after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project:

Provided also that the promoter shall get his accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

Explanation.— For the purpose of this clause, the term “schedule bank” means a bank included in the

Second Scheduled to the Reserve Bank of India Act, 1934;

(E) that he shall take all the pending approvals on time, from the competent authorities;

(F) that he has furnished such other documents as may be prescribed by the rules or regulations made under this Act; and

(m) such other information and documents as may be prescribed.

(3) The Authority shall operationalise a web based online system for submitting applications for registration of projects within a period of one year from the date of its establishment.”

This section lists all the documents and information to be submitted by the Promoter for Registration of Project. MahaRERA makes available all this information (apart from personal information of Promoters like PAN Number etc.) for public viewing through their portal so that homebuyers can make informed decision making. In earlier chapter, the procedure to view these details on MahaRERA web portal was listed in detail.

Another important information to be submitted by Promoter is as per Section 4 (2) (j), wherein promoter has to provide list of Real Estate Agents allowed to facilitate booking or sale of the apartments in the projects. Only those Real Estate Agents listed by Promoter in this section are authorized to market, advertise or facilitate sale in the real estate project. The promoter can update this list on regular basis.

On submission of Application for Project Registration, the Authority follows the procedure as listed in Section 5 of the Act for granting registration.

“5. (1) On receipt of the application under sub-section (1) of section 4, the Authority shall within a period of thirty days.

(a) grant registration subject to the provisions of this Act and the rules and regulations made thereunder, and provide a registration number, including a Login Id and password to the applicant for accessing the website of the Authority and to create his web page and to fill therein the details of the proposed project; or

(b) reject the application for reasons to be recorded in writing, if such application does not conform to the provisions of this Act or the rules or regulations made thereunder:

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

(2) If the Authority fails to grant the registration or reject the application, as the case may be, as provided under sub-section (1), the project shall be deemed to have been registered, and the Authority shall within a period of seven days of the expiry of the said period of thirty days specified under sub-section (1), provide a registration number and a Login Id and password to the promoter for accessing the website of the Authority and to create his web page and to fill therein the details of the proposed project.

(3) The registration granted under this section shall be valid for a period declared by the promoter under sub-clause (C) of clause (1) of sub-section (2) of section 4 for completion of the project or phase thereof, as the case may be.”

On receiving the application, the authority scrutinizes the application and grants Project Registration on satisfaction of all terms and conditions. The registration is valid from date of issuance of Registration Certificate to Date of Completion of Project as provided by Promoter during the Registration Application.

The Authority strives to provide the registration certificate within 30 days of receipt of complete application. The promoter may apply for withdrawal of application for registration of the real estate project before the expiry of the period of 30 days of its submission and before MahaRERA has approved registration. Rs. 5000 is retained as administrative charges, in withdrawal cases.

6.3. Extension of Registration

In exceptional situations, MahaRERA allows for extension of validity of Project Registrations as per provisions of Section 6 of the Act.

“6. The registration granted under section 5 may be extended by the Authority on an application made by the promoter due to force majeure, in such form and on payment of such fee as may be prescribed:

Provided that the Authority may in reasonable circumstances, without default on the part of the promoter, based on the facts of each case, and for reasons to be recorded in writing, extend the registration granted to a project for such time as it considers necessary, which shall, in aggregate, not exceed a period of one year:

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

Explanation.— For the purpose of this section, the expression “force majeure” shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project.”

Due to Force Majeure reasons, Promoter can apply for extension of validity of Project Registration with such supporting documents and fees as prescribed by authority. The authority without default on the part of the promoter based on the facts of each case extend the registration granted to a project on scrutiny and satisfaction, and for such time provided that such period shall not exceed more than one year in aggregate.

6.4. Revocation of Registration

In case a promoter is non-compliant with the provisions of the Act, Rules and Regulations made thereunder, then the Authority can revoke the project registration. Subsequent to revocation, the promoter will not be able to market, advertise or sell his project. The Bank Account of the Project may be frozen by the authority and the promoter shall be listed on the website as a defaulter.

The Revocation procedure is as per Section 7 of the Act:

“7 (1)The Authority may, on receipt of a complaint or suo motu in this behalf or on the recommendation of the competent authority, revoke the registration granted under section 5, after being satisfied that—

- (a) the promoter makes default in doing anything required by or under this Act or the rules or the regulations made thereunder;
- (b) the promoter violates any of the terms or conditions of the approval given by the competent authority;
- (c) the promoter is involved in any kind of unfair practice or irregularities.

Explanation.—For the purposes of this clause, the term “unfair practice means” a practice which, for the purpose of promoting the sale or development of any real estate project adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:—

- (A) the practice of making any statement, whether in writing or by visible representation which,—
 - (i) falsely represents that the services are of a particular standard or grade;
 - (ii) represents that the promoter has approval or affiliation which such promoter does not have;
 - (iii) makes a false or misleading representation concerning the services;
- (B) the promoter permits the publication of any advertisement or prospectus whether in any newspaper or otherwise of services that are not intended to be offered;
- (d) the promoter indulges in any fraudulent practices.”

Revocation proceedings can be initiated by authority on its own or on receipt of any complaint. The project registration can be revoked if the promoter has violated any provisions of the Act, Rules and Regulations or indulged in any unfair or fraudulent practice.

Any deceptive practice used to carry forward the sale or development of the real estate project maybe a ground for revocation of the registration for such a project including-

- false representation of the availability of services of certain standards made through advertisements, hoardings, brochures etc.
- false representation made by the promoter of having any approvals or affiliations which he does not have.
- indulging in any fraudulent practice.
- publication of such services which are not intended to be offered.

"7(2) The registration granted to the promoter under section 5 shall not be revoked unless the Authority has given to the promoter not less than thirty days notice, in writing, stating the grounds on which it is proposed to revoke the registration, and has considered any cause shown by the promoter within the period of that notice against the proposed revocation."

The project registration shall not be revoked until the complete procedure has been followed. Authority shall give thirty days notice to the promoter and heard the submissions of the promoter, if any.

"7 (3) The Authority may, instead of revoking the registration under sub-section (1), permit it to remain in force subject to such further terms and conditions as it thinks fit to impose in the interest of the allottees, and any such terms and conditions so imposed shall be binding upon the promoter."

Further, the authority may instead of revoking the registration, permit the project registration to remain in force and impose specific terms and conditions in interest of allottees and completion of project. Such additional terms and conditions are binding on the promoter and have to be followed diligently.

" 7 (4) The Authority, upon the revocation of the registration,—

- (a) shall debar the promoter from accessing its website in relation to that project and specify his name in the list of defaulters and display his photograph on its website and also inform the other Real Estate Regulatory Authority in other States and Union territories about such revocation or registration;
- (b) shall facilitate the remaining development works to be carried out in accordance with the provisions of section 8;
- (c) shall direct the bank holding the project bank account, specified under subclause (D) of clause (I) of sub-section (2) of section 4, to freeze the account, and thereafter take such further necessary actions, including consequent de-freezing of the said account, towards facilitating the remaining development works in accordance with the provisions of section 8;
- (d) may, to protect the interest of allottees or in the public interest, issue such directions as it may deem necessary."

Upon revocation of registration of the real estate project following shall be consequences:

- the promoter will not be allowed to market, advertise or sell the concerned real estate project
- The promoter will not be allowed to access the project on the MahaRERA website
- The Promoter will be listed as a defaulter on the MahaRERA website and his name and photograph shall be displayed prominently. Further the list of defaulting promoters shall be shared to all RERAs across India.
- The Authority shall freeze projects bank account and promoter shall not have access to any of the

funds.

- The Authority will inform and discuss with the State government about the project whose registration has been cancelled and then decide if the completion of that project can be done by a suitable authority or the allottees association. The allottees will be asked first if they prefer to self develop the project and only if they do not accept, will the Authority hand over the completion responsibility to another competent authority as per section 8 of the Act as follows:

“8. Upon lapse of the registration or on revocation of the registration under this Act, the Authority, may consult the appropriate Government to take such action as it may deem fit including the carrying out of the remaining development works by competent authority or by the association of allottees or in any other manner, as may be determined by the Authority:

Provided that no direction, decision or order of the Authority under this section shall take effect until the expiry of the period of appeal provided under the provisions of this Act:

Provided further that in case of revocation of registration of a project under this Act, the association of allottees shall have the first right of refusal for carrying out of the remaining development works”

The appropriate Government will be consulted by authority to take such action which will also include carrying out of the balance work by the Competent authority / Association of Allottees as in any other manner. The action as above shall have to be taken by the authority by passing an order / direction and such order of the authority shall take effect after 60 days which is the time period within which an appeal is required to be filed. Further, the Association of Allottees has the first right of refusal for carrying out of the remaining development work.

6.5. Functions and Duties of Promoter

Being an intermediary, a Real Estate Agent must have full knowledge of the functions and duties of promoter, hence this section is included in this handbook.

The Act emphasizes on accountability and therefore, provides list of responsibilities for all stakeholders. Various Functions and Duties of Promoters are detailed in section 11, 12, 13,14,15, 17 and 18 of the Act. In this section, we shall list various functions and duties of Promoters.

(i) Ensuring Quarterly update of progress of the Project

“11. (1) The promoter shall, upon receiving his Login Id and password under clause (a) of sub-section (1) or under sub-section (2) of section 5, as the case may be, create his web page on the website of the Authority and enter all details of the proposed project as provided under sub-section (2) of section 4, in all the fields as provided, for public viewing, including—

- (a) details of the registration granted by the Authority;
- (b) quarterly up-to-date the list of number and types of apartments or plots, as the case may be, booked;
- (c) quarterly up-to-date the list of number of garages booked;
- (d) quarterly up-to-date the list of approvals taken and the approvals which are pending subsequent to commencement certificate;
- (e) quarterly up-to-date status of the project; and
- (f) such other information and documents as may be specified by the regulations made by the Authority”

In order to ensure that homebuyers can track the progress of the project online, promoter has to keep updating the progress of the project on quarterly basis. Upon receiving registration certificate, the promoter has to ensure quarterly updates of various details of project including

- list of number and types of apartments or plots, as the case may be, booked;

- list of number of garages booked;
- list of approvals taken and the approvals which are pending subsequent to commencement certificate;
- Financial and Physical status of the project
- Other updates in the project
- such other information and documents as may be specified by the regulations made by the Authority

(ii) Veracity of Advertisements or Prospectus

“11(2) The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and include the registration number obtained from the Authority and such other matters incidental thereto”

All the marketing collaterals of the Promoter should prominently mention the MahaRERA Project Registration number so that Allottee can easily verify the details of the project online.

“12. Where any person makes an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus, or on the basis of any model apartment, plot or building, as the case may be, and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act:

Provided that if the person affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model apartment, plot or building, as the case may be, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed and the compensation in the manner provided under this Act.”

If any allottee has been adversely affected due to wrong information provided in the advertisement or prospectus, he shall be compensated by the promoter in the manner as provided under this Act. Further, if allottee wants to withdraw due to wrong information, he can withdraw and he shall be returned his entire investment along with interest at such rate as may be prescribed.

(iii) End to End Responsibility till Conveyance of the Project

“11(3) The promoter at the time of the booking and issue of allotment letter shall be responsible to make available to the allottee, the following information, namely:—

- (a) sanctioned plans, layout plans, along with specifications, approved by the competent authority, by display at the site or such other place as may be specified by the regulations made by the Authority;
- (b) the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity.

11(4) The promoter shall—

- (a) be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations made thereunder or to the allottees as per the agreement for sale, or to the association of allottees, as the case may be, till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be:

Provided that the responsibility of the promoter, with respect to the structural defect or any other defect for such period as is referred to in sub-section (3) of section 14, shall continue even after the conveyance deed of all the apartments, plots or buildings, as the case may be, to the allottees are executed.

- (b) be responsible to obtain the completion certificate or the occupancy certificate, or both, as

applicable, from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;

- (c) be responsible to obtain the lease certificate, where the real estate project is developed on a leasehold land, specifying the period of lease, and certifying that all dues and charges in regard to the leasehold land has been paid, and to make the lease certificate available to the association of allottees;
- (d) be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees;
- (e) enable the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable:

Provided that in the absence of local laws, the association of allottees, by whatever name called, shall be formed within a period of three months of the majority of allottees having booked their plot or apartment or building, as the case may be, in the project;

- (f) execute a registered conveyance deed of the apartment, plot or building, as the case may be, in favour of the allottee along with the undivided proportionate title in the common areas to the association of allottees or competent authority, as the case may be, as provided under section 17 of this Act;
- (g) pay all outgoing until he transfers the physical possession of the real estate project to the allottee or the associations of allottees, as the case may be, which he has collected from the allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project):

Provided that where any promoter fails to pay all or any of the outgoing collected by him from the allottees or any liability, mortgage loan and interest thereon before transferring the real estate project to such allottees, or the association of the allottees, as the case may be, the promoter shall continue to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person;

- (h) after he executes an agreement for sale for any apartment, plot or building, as the case may be, not mortgage or create a charge on such apartment, plot or building, as the case may be, and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, it shall not affect the right and interest of the allottee who has taken or agreed to take such apartment, plot or building, as the case may be;”

The promoter shall be responsible for be responsible for all obligations, responsibilities and functions under the provisions of this Act or the rules and regulations including:

- Completion of all obligations as listed in Agreement of Sale or Allotment Letter or as per Act, Rules and Regulations till the conveyance of all the apartments, plots or buildings, as the case may be, to the allottees, or the common areas to the association of allottees or the competent authority, as the case may be.
- Obtaining Occupancy Certificate from the relevant competent authority
- Obtaining the lease certificate, where the real estate project is developed on a leasehold land, specifying the period of lease, and certifying that all dues and charges in regard to the leasehold land has been paid

- pay all outgoings until transfer of physical possession of the real estate project to the allottee or the associations of allottees
- other obligations as defined in agreement of sale or allotment letter

(iv) Formation of Association of Allottees

Promoter is responsible for formation of Association of Allottees within 3 months of the majority of allottees having booked their plot or apartment or building. This is an important responsibility empowering association of allottees to work with promoter in completion of project.

(v) Conveyance of Common Areas

Promoter is responsible for conveyance of all common areas in favour of association of allottees or competent authority

Promoter is responsible for executing a registered conveyance deed in favour of the allottees along with the undivided proportionate title in the common area to the association of the allottees or the competent authority as the case may be, within 30 days from the date of issuance of occupancy certificate.

As per Rule 9 (2) (ii) of the MAHARERA Rules, 2017, if no period for conveying the title of the Promoter to the legal entity of the allottees is agreed upon, the promoter shall execute the conveyance within three months from the date of issue of occupancy certificate or 50% of the total number of allottees in such a building or a wing, have paid the full consideration to the promoter, whichever is earlier.

(vi) Cancellation of Allotment

Promoter can cancel allotment to an allottee only as per agreement of sale. Allottee shall have the right to approach authority in case of grievance.

- (vii) Not more than 10% deposit or advance to be taken by promoter without first entering into agreement for sale.

As per Section 13 of the Act:

"13. (1) A promoter shall not accept a sum more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale with such person and register the said agreement for sale, under any law for the time being in force.

(2) The agreement for sale referred to in sub-section (1) shall be in such form as may be prescribed and shall specify the particulars of development of the project including the construction of building and apartments, along with specifications and internal development works and external development works, the dates and the manner by which payments towards the cost of the apartment, plot or building, as the case may be, are to be made by the allottees and the date on which the possession of the apartment, plot or building is to be handed over, the rates of interest payable by the promoter to the allottee and the allottee to the promoter in case of default, and such other particulars, as may be prescribed."

Promoter shall not accept more than 10% of the cost of the Apartment from the Allottees as and by way of advance /application fee without executing and registering the agreement for sale.

The Agreement for Sale shall be in a form and manner prescribed by MahaRERA in the Rules.

(viii) Adherence to Plans

As per Section 14(1) and 14(2) of the Act:

- "14. (1) The proposed project shall be developed and completed by the promoter in accordance with the sanctioned plans, layout plans and specifications as approved by the competent authorities.

- (2) Notwithstanding anything contained in any law, contract or agreement, after the sanctioned plans, layout plans and specifications and the nature of the fixtures, fittings, amenities and common areas, of the apartment, plot or building, as the case may be, as approved by the competent authority, are disclosed or furnished to the person who agree to take one or more of the said apartment, plot or building, as the case may be, the promoter shall not make—
- (i) any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, which are agreed to be taken, without the previous consent of that person:

Provided that the promoter may make such minor additions or alterations as may be required by the allottee, or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by an authorised Architect or Engineer after proper declaration and intimation to the allottee.

Explanation.—For the purpose of this clause, “minor additions or alterations” excludes structural change including an addition to the area or change in height, or the removal of part of a building, or any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support, or a change to or closing of any required means of access ingress or egress or a change to the fixtures or equipment, etc.

- (ii) any other alterations or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the project without the previous written consent of at least two-thirds of the allottees, other than the promoter, who have agreed to take apartments in such building.

Explanation.—For the purpose of this clause, the allottees, irrespective of the number of apartments or plots, as the case may be, booked by him or booked in the name of his family, or in the case of other persons such as companies or firms or any association of individuals, etc., by whatever name called, booked in its name or booked in the name of its associated entities or related enterprises, shall be considered as one allottee only.”

Promoter shall not make any additions and/or alterations in the sanctioned plans, layout plans and specifications in an apartment, without obtaining the previous consent of the Allottee concerned.

Further, Promoter shall not make any major additions and/or alterations in the sanctioned plans, layout plans and specifications of the buildings or the common areas without previous sanction of at least 2/3rd of the allottees (other than the promoter);

- (ix) Defect Liability Period of five years

As per Section 14(3) of the Act:

“14 (3) In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to the notice of the promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within thirty days, and in the event of promoter's failure to rectify such defects within such time, the aggrieved allottees shall be entitled to receive appropriate compensation in the manner as provided under this Act.”

Defect liability period shall be 5 (five) years from handing over possession of the apartments to allottees.

In case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations, within a period of five years, the promoter would have to rectify such defects without further charge, within thirty days of complaint by allottee.

- (x) Assignment / Transfer of Project

As per Section 15 of the Act, Promoter shall not transfer or assign his majority rights and liabilities in a project without prior written consent of 2/3rd allottees and the Authority

Any transfer / assignment does not result in extension of time and the incoming promoter shall be required to comply with all the pending obligations of the erstwhile promoter, and in case of default, such incoming promoter shall be liable to the consequences of breach or delay,

(xi) Interest for delayed possession

As per Section 18(1) of the Act:

“18. (1) If the promoter fails to complete or is unable to give possession of an apartment, plot or building,—

- (a) in accordance with the terms of the agreement for sale or, as the case may be, duly completed by the date specified therein; or
- (b) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act or for any other reason, he shall be liable on demand to the allottees, in case the allottee wishes to withdraw from the project, without prejudice to any other remedy available, to return the amount received by him in respect of that apartment, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act:

Provided that where an allottee does not intend to withdraw from the project, he shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.”

In case of delay in completion of project, allottee shall be paid, by the promoter, interest for every month of delay, till the handing over of the possession, at such rate as may be prescribed.

In case Allottee doesn't want to continue due to delayed possession, the promoter shall refund the amounts invested by the allottee along with interest as prescribed.



7. Allottees and their responsibilities



For any query or problem, the allottees will first contact the real estate agent through whom they have booked or purchased the apartment. The agent may be required to intervene, guide the allottee and help him in seeking remedy or in dispute resolution. Hence, Real Estate Agent should be equipped with knowledge on rights and duties of allottees

According to the Real Estate (Regulation and Development) Act 2016, an Allottee is a person to whom, a plot, an apartment or a building has been allotted, sold or transferred by the promoter. In common words we term them as Home buyer or purchaser. It also includes person who subsequently acquires the said allotment through sale, transfer or otherwise. But the definition of “Allottee” does not include a person to whom land or apartment is give on rental basis.

The Act provides for various Rights and Duties of the allottees in Section 19, which are detailed in following sections.

7.1. Rights of Allottees

The various rights and duties of allottees are provided below:

(i) Access To Information

- “19 (1) The allottee shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and regulations made thereunder or the agreement for sale signed with the promoter.
- (2) The allottee shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation, electricity and other amenities and services as agreed to between the promoter and the allottee in accordance with the terms and conditions of the agreement for sale.”

Allottees are entitled to obtain information on project including the following

- Information regarding sanctioned plans, layout plans along with specifications approved by the competent authorities,
- Information regarding stage wise completion of project including provisions of water, sanitation, and electricity and other amenities and services according to the clauses of Agreement of Sale.

MahaRERA provides all information made available by promoter online, ensuring online access by allottees.

(ii) Entitled to Occupancy / Completion Certificate

Promoter is responsible to acquire Completion / Occupancy Certificate from competent authority and make available the same to the allottees

(iii) Entitled to Remedy by Approaching Rera against Wrongful Cancellation of Allotment: The cancellation by the promoter can be said to be wrongful only if all these conditions are satisfied

- a. It is not in accordance with the Agreement of Sale
- b. If is unilateral i.e. it not a cancellation by mutual agreement of parties
- c. It is without sufficient cause.

The allottees may approach the authority for getting remedy against wrongful cancellation of agreement by promoters.

(iv) Entitled to Claim Compensation & Interest

"19 (4) The allottee shall be entitled to claim the refund of amount paid along with interest at such rate as may be prescribed and compensation in the manner as provided under this Act, from the promoter, if the promoter fails to comply or is unable to give possession of the apartment, plot or building, as the case may be, in accordance with the terms of agreement for sale or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or regulations made thereunder."

The allottees are entitled to get back their amount invested, along with interest and compensation if promoters are not giving possession as per schedule or in accordance with the Agreement of Sale or if promoters have breached any terms and conditions of the Agreement of Sale. The interest shall be payable at prescribed rate and the compensation will be calculated according to the provisions of Section 19(4) of the Act.

In case of failure by the promoter, to hand over the physical possession according to the terms of Agreement of Sale and the allottee intends to continue in the project, then the promoter is liable to pay allottee monthly interest at such rate as may be prescribed by the RERA.

(v) Entitled To Claim Compensation for Loss Caused By Defective Title

If a project has been developed on a land for which promoter has defective title then any loss caused to the allottees, will be compensated by the promoter and claim of such compensation will not be barred by law of limitation.

(vi) Entitled To Execution of Registered Conveyance Deed

The allottee shall be entitled to claim the possession of apartment, plot or building, as the case may be, and the association of allottees shall be entitled to claim the possession of the common areas.

7.2. Obligations of Allottees

Under the Act, Allottees also have some obligations which they have implement. These include:

"19 (6) Every allottee, who has entered into an agreement for sale to take an apartment, plot or building as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement for sale and shall pay at the proper time and place, the share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any"

Allottees are responsible to make necessary payments as per the schedule in the agreement for sale on timely basis.

Allottees are also responsible to pay their share of the registration charges, municipal taxes, water and

electricity charges, maintenance charges, ground rent, and other charges.

"19 (7) The allottee shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6)."

Incase of delay in payment by allottee, they are liable to pay interest for delay at such rate as maybe prescribed.

"19 (9) Every allottee of the apartment, plot or building as the case may be, shall participate towards the formation of an association or society or cooperative society of the allottees, or a federation of the same."

Every allottee shall participate towards formation of Association of Allottees

"19 (10) Every allottee shall take physical possession of the apartment, plot or building as the case may be, within a period of two months of the occupancy certificate issued for the said apartment, plot or building, as the case may be"

Every allottee shall be responsible to take physical possession take physical possession of the apartment, plot or building within a period of two months of the occupancy certificate

- "19(11) Every allottee shall participate towards registration of the conveyance deed of the apartment, plot or building, as the case may be, as provided under sub-section (1) of section 17 of this Act."

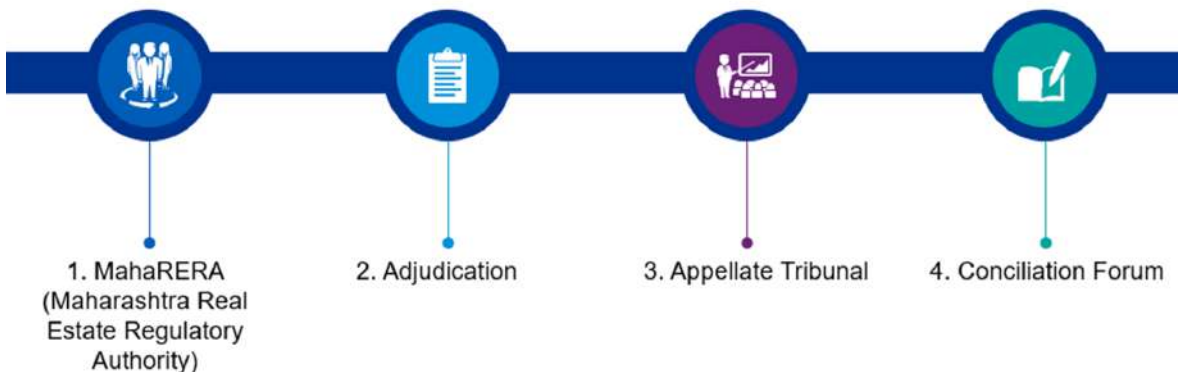
Every allottee shall participate towards registration of the conveyance deed

- Every Allottee has to follow the provisions of Act, Rules and Regulations made thereunder including orders of Authority.

7.3. Dispute Resolution

One of the key objectives of the act is to ensure speedy dispute resolution. Therefore, MahaRERA provides four forums for dispute resolution namely complaints, adjudication, conciliation and appeals. The details of these forums are explained in following sections.

Forums for Dispute Resolution



7.3.1. Complaints

As per 31(1) of the Act, any aggrieved person may file a complaint with the Authority for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter allottee or real estate agent.

“31. (1) Any aggrieved person may file a complaint with the Authority or the adjudicating officer, as the case may be, for any violation or contravention of the provisions of this Act or the rules and regulations made thereunder against any promoter allottee or real estate agent, as the case may be.

Explanation.—For the purpose of this sub-section “person” shall include the association of allottees or any voluntary consumer association registered under any law for the time being in force.”

MahaRERA accepts complaints against MahaRERA Registered projects only.

The aggrieved person can file complaints online. The fees for filing a complaint is Rs. 5000. The mode of payment is NEFT or RTGS System or any other digital transaction mode.

Any interested party including Allottee, Promoter and Real Estate Agents can file complaints.

The aggrieved person can file an application online as per format provided by MahaRERA. It shall include the following details:

- Registration number of the project to which the complaint pertains
- Particulars of the complainant and respondent
- Facts of the case
- Relief Sought
- List of Enclosures and so on

Complainant can appear and plead his/her/its case in person or authorize one or more chartered accountants or company secretaries or cost accountants or legal practitioners or any of its officers (hereinafter referred to as “the authorized representatives”) to present his/her/their case before the Authority or the Adjudicating Officer, as the case may be.



The detailed SoP (Standard Operating Procedure) for filing a complaint is as follows:

Steps	Description	Details
Step 1	Complainant files complaint online through MahaRERA portal- https://mahareraonline.mahaonline.gov.in/	- Complaints can only be filed against registered projects by aggrieved persons having interest in the said registered project. - While filing the complaint, the complainant shall upload all relevant documents and supportings.
Step 2	Once complaint is received online, it is assigned automatically by the software to Chairperson, Member 1 and Member 2 respectively	- Chairperson, Member 1 and Member 2 shall each be assigned a legal officer - Incase if a person seeks compensation, then as per sections 12,14, 18 and 19 of the Real Estate (Regulation and Development) Act, 2016, the case can be transferred to the adjudicating officer for hearing - If there are numerous complaints based on same facts and for same relief received against the same promoter, then these complaints can be clubbed and assigned to any one bench for hearing
Step 3:	Legal Wing of MahaRERA shall schedule first hearing date and communicate to the parties(complainant and respondent)	- Notice of hearing to parties(complainant and respondent) shall be issued. - The complaint details shall also be visible at the complainant and promoter dashboards.
Step 4:	After hearing, Ruling of the authority shall be uploaded and mailed to the parties	The orders shall be uploaded online against the respective registered projects
Step 5	In case, hearing is adjourned, step 3 and 4 shall be repeated	

7.3.2. Adjudication

For the purpose of adjudging compensation under sections 12, 14, 18 and section 19, the Authority has appointed Adjudicating officers for holding an inquiry.

Any aggrieved person may file a complaint, including the claim for compensation with the Authority, for any violation or contravention of the provisions of this Act or the rules and regulations and such matters where an adjudication regarding compensation under section 12, 14, 18 and 19 of the Act is to be made, such matters are referred by the Authority to an adjudicating officer

The application for adjudging compensation is dealt with by the adjudicating officer as expeditiously as possible

7.3.3. Conciliation

As per Section 32 (g) of the Real Estate (Regulation and Development) Act 2016, Maharashtra Real Estate Regulatory Authority must take measures to facilitate amicable conciliation of disputes between the promoters and the allottees through dispute settlement forums set up by the consumer or promoter associations.

With this objective, MahaRERA Conciliation and Dispute Resolution Forum was established to facilitate

resolution of disputes amicably, thereby saving cost and time of litigation to parties and State, promoting greater public satisfaction with legal system and dispute resolution.

The key objective of MahaRERA Conciliation and Dispute Resolution Forum is to facilitate amicable resolution of disputes including

- a) Constitute / Establish panel of eminent conciliators representing consumer association and promoters' association
- b) Promote and popularise the amicable and effective settlement of disputes arising with reference to Real Estate (Regulation and Development) Act 2016, with various Alternate Dispute Resolution (ADR) mechanism.
- c) Popularize conciliation as an effective dispute resolution mechanism with moderate cost (cost effective) and speedy settlement of commercial disputes.
- d) Co-ordinate/Assist ADR proceedings by establishing facilities and providing administrating services.
- e) Finally, providing the best platform for ADR.

Composition and Location of Conciliation

At the beginning, in January, 2018, 15 conciliation benches were established of which 10 benches were in Mumbai Metropolitan Region (MMR) and 5 benches in Pune Region. Each bench has one conciliator representing the Consumer body and one from promoter body.

Having observed the benefits of this initiative, MahaRERA received requests to enhance conciliation benches in other cities also. Accordingly, MahaRERA has now increased the number of benches.

Procedure of Conciliation

The following procedure is prescribed in the matter of hearing to be conducted by the MahaRERA Conciliation and Dispute Resolution Forum in referred conciliation matters (online complaints) transferred by MahaRERA so as to achieve speedy disposal of complaints.

- 1) Only Disputes between promoters and allottees which are under purview of Real Estate (Development and Regulation) Act 2016, Rules and Regulations made thereunder shall be admissible by the Forum.
- 2) The procedure for online application and subsequent closure shall be as prescribed.
 - The allottee needs to register on the conciliation forum application portal.
 - After successful login, he/she needs to complete the conciliation request form for raising his/her request.
 - The other party will be intimated regarding the request through both SMS and e-Mail. After getting the request they need to click on the confirmation link.

Online Cancellation Process



- After the confirmation is received, the payment option will be made available against the conciliation request for the allottee.
- After successful payment, a conciliation bench will be allocated based upon availability. Same will be intimated to both the parties via SMS & e-mail.
- In case of successful conciliation, after the conciliation hearing the parties will be required to sign a conciliation agreement, which will be uploaded for closing the request.

3) Role of conciliator

- The conciliators shall assist the parties in an independent and impartial manner in their attempt to reach an amicable settlement of their dispute.
- The conciliators shall be guided by principles of objectivity, fairness and justice, giving consideration to, among other things, the rights and obligations of the parties, the usages of the trade concerned and the circumstances surrounding the dispute, including any previous business practices between the parties.
- The conciliators may conduct the conciliation proceedings in such a manner as they consider appropriate, taking into account the circumstances of the case, the wishes the parties may express, including any request by a party that the conciliators hear oral statements, and the need for a speedy settlement of the dispute.
- The conciliators may, at any stage of the conciliation proceedings, make proposals for a settlement of the dispute. Such proposals need not be writing and need not be accompanied by a statement of the reasons therefore.

4) Settlement of Dispute

- If the parties reach agreement on a settlement of the dispute, they may draw up and sign Terms of Settlement.
- When the parties sign the settlement agreement, it shall be final and binding on the parties and persons claiming under them respectively.
- The conciliators shall authenticate the settlement agreement and furnish a copy thereof to each of the parties.

5) Non-Compliance - The parties concerned shall comply with the terms of settlement. Non-compliance of the terms by either party shall give the other party right to approach the MahaRERA. In case of further complaint to MAHARERA by the parties in the same subject, MAHARERA authority shall take cognizance of any such agreed terms of Conciliation.

6) Resort to arbitral or judicial proceedings - the parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject-matter of the conciliation proceedings except that a party may initiate arbitral or judicial proceedings where, in his opinion, such proceedings are necessary for preserving his rights.

7.3.4. Appeals

State government appointed permanent Maharashtra Real Estate Appellate Tribunal (MahaREAT) vide notification dated 8th May 2018. Oath Ceremony of the first Appellate Tribunal was undertaken on 24th December 2018.

As per the Act, any person aggrieved by any direction or order or decision of the Authority or the adjudicating officer may prefer an appeal to the Appellate Tribunal.

Every appeal should be preferred within a period of sixty days from the date on which a copy of the direction or order or decision made by the Authority or the adjudicating officer is received by the aggrieved person. However, the Appellate Tribunal may entertain any appeal after the expiry of sixty days if it is satisfied that there was sufficient cause for not filling it within that period.

On receipt of an appeal, the Appellate Tribunal may after giving the parties an opportunity of being heard, pass such orders, including interim orders, as it thinks fit.

Any person aggrieved by the order of Appellate Tribunal can file an appeal to High Court.

7.4. Penal Provisions

The Act provides for penal provisions against various stakeholders including promoter, agents and allottees for non-compliance of provisions of the Act.

7.4.1. Penal Provisions for Promoters

The Act Provides for five main types of penal provisions against promoter, under Section 59, 60, 61, 63 and 64, as follows:

- (i) Punishment for non-registration of Real Estate Project: If any promoter doesn't register the project and indulges in marketing or advertisement or sale of project then he shall be liable to a penalty upto ten per cent. of the cost of the real estate project

If it continues to violate the provisions and doesn't comply with the orders of authority in this matter then he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent. of the cost of the real estate project, or with both.

- (ii) Penalty for false information in registration application: If any promoter provides false information during registration application, he shall be liable to a penalty which may extend up to five per cent of the estimated cost of the real estate project.
- (iii) Penalty for contravention of the provisions of the Act: If any promoter contravenes any other provisions of this Act or the rules or regulations made thereunder, he shall be liable to a penalty which may extend up to five per cent of the estimated cost of the real estate project.
- (iv) Penalty for failure to comply with orders of Authority by promoter: If any promoter fails to comply with, or contravenes any of the orders or directions of the Authority, he shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five per cent of the estimated cost of the real estate project.
- (v) Penalty for failure to comply with orders of Appellate Tribunal by promoter: If any promoter fails to comply with, or contravenes any of the orders, decisions or directions of the Appellate Tribunal, he shall be punishable with imprisonment for a term which may extend up to three years or with fine for every day during which such default continues, which may cumulatively extend up to ten per cent. of the estimated cost of the real estate project, or with both.

7.4.2. Penal Provisions for Real Estate Agents

The Act Provides for three main types of penal provisions against Real Estate Agents, under Section 62, 65 and 66, as follows:

- (i) Punishment for non-registration & Contravention of provisions of Act: If any real estate agent fails to register or comply with or contravenes the provisions of Act, he shall be liable to a penalty of ten thousand rupees for every day during which such default continues, which may cumulatively extend up to five per cent of the cost of plot, apartment or buildings, for which the sale or purchase has been facilitated.
- (ii) Penalty for failure to comply with orders of Authority by agent: If any agent fails to comply with, or contravenes any of the orders or directions of the Authority, he shall be liable to a penalty for every day during which such default continues, which may cumulatively extend up to five per cent of the estimated cost of the cost of plot, apartment or buildings, for which the sale or purchase has been facilitated.
- (iii) Penalty for failure to comply with orders of Appellate Tribunal by agent: If any agent fails to comply with, or contravenes any of the orders, decisions or directions of the Appellate Tribunal,

he shall be punishable with imprisonment for a term which may extend up to one year or with fine for every day during which such default continues, which may cumulatively extend up to ten per cent. of the estimated cost of plot, apartment or building for which the sale or purchase has been facilitated.

7.4.3. Penal Provisions for Allottees

The Act Provides for two main types of penal provisions against Allottees, under Section 67 and 68, as follows:

- (i) Penalty for failure to comply with orders of Authority by allottee: If any allottee fails to comply with, or contravenes any of the orders, decisions or directions of the Authority he shall be liable to a penalty for the period during which such default continues, which may cumulatively extend up to five per cent. of the plot, apartment or building cost.
- (ii) Penalty for failure to comply with orders of Appellate Tribunal by allottee: If any allottee, fails to comply with, or contravenes any of the orders or directions of the Appellate Tribunal, as the case may be, he shall be punishable with imprisonment for a term which may extend up to one year or with fine for every day during which such default continues, which may cumulatively extend up to ten per cent. of the plot, apartment or building cost.

7.4.4. Offence by Companies

As per Section 69 of the Act, if an Offence under this Act has been committed by a company, every person who, at the time, the offence was committed was in charge of, or was responsible to the company for the conduct of, the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly.

If an offence under this Act has been committed by a company, and it is proved that the offence has been committed with the consent or connivance of, or is attributable to, any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager,

secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

8. Due Diligence before Facilitating Sale of Property



One of the key objectives of MahaRERA is to empower real estate agents and homebuyers with information regarding real estate projects to ensure informed decision making. This chapter details some of the important aspects of the project which Real Estate Agent should scrutinize before facilitating sale of any project. All this information is available on the MahaRERA website and can be viewed on it.

8.1. Verify Promoter Identity and Project Details on MahaRERA Website

MahaRERA mandates that all marketing collaterals of project should carry MahaRERA Project Registration number.

Before facilitating any sale, agent should verify the MahaRERA project Registration number provided by the promoter against the details on the MahaRERA web portal.

It should ascertain the identity of the promoter and ensure that all information being provided to the allottee are as per those uploaded on the portal.

Promoter should ensure that all common areas and facilities promised by the promoter are as per details on MahaRERA portal.

8.2. Title of Property

Title is a legal term; it means the ownership right to property. Title is the evidence of the right of ownership or the ground of right of ownership.

Clear title to a property is one of the most important factors to be considered before purchase. Homebuyer should undertake due diligence, to ascertain the existence of the title with the promoter, the nature of the title and its marketability and the ability of the promoter to convey clear and marketable title, free from encumbrance.

MahaRERA has prescribed a format for Legal Title Report which is prepared on basis of following documents:

- Description of the property.
- The documents of allotment of plot.
- 7/12 extract or Property card issued by competent authority
- Search report for 30 years and so on

The legal title report on MahaRERA website provided by promoter details on whether the title clear, marketable and without any encumbrances. In case there are encumbrances, the same are listed in the title report.

Therefore, an allottee must review the title report before entering into a transaction.

8.3. Building Approvals and Commencement Certificate

There are multiple approvals required for development of Real Estate Project. Some of the approvals include:

- Conversion and Land – Use Permissions: With increasing urbanisation and merging of revenue lands with urban conglomerates, conversion of property for non-agricultural use assumes crucial significance. In such cases, developer needs to get approval from concerned authority to convert agricultural land to non-agricultural (NA) purpose.

Secondly, the buyer must examine the Master Plan and satisfy that the property is developed in accordance with the zoning plan – such as residential, commercial, industrial, public/semi-public, parks and open spaces, etc. Where actual use is different from the notified zoning, obtaining orders from the Town Planning Authority permitting change of land use, is mandatory.

- Layout Approval: The promoter has to get approval of layout plan from concerned authorities. The layout plan provides general blueprint of land development including number of buildings, various facilities, open area, parks etc on the project land.

- Intimation of Disapproval (IOD) is basically building permit approving the proposed building plan subject to some conditions like obtaining a list of “no-objection certificates” (NOCs) from various departments and government authorities. Final clearance to build (Commencement Certificate) will only be given once the promoter obtains all NOCs and meets all IOD conditions. Major NOCs/IOD conditions are listed below:

- a) Non-Agriculture (NA) permission
- b) Tree Authority
- c) Storm Water and Drain Department
- d) Sewerage Department
- e) Hydraulic Department
- f) Environmental Department (concerned with debris management)
- g) Consent to Establish & Operate
- h) Ancient Monument Approval
- i) Airports Authority of India
- j) Traffic and Coordination Department
- k) CFO (fire clearance)
- l) Structural Plan Approval etc



- Commencement Certificate: Commencement Certificate in layman terms, is the permission to start construction. A promoter cannot lay the foundation stone or start any construction without commencement certificate.

Further, MahaRERA registration is not provided without Commencement Certificate.

Commencement certificates may be obtained in stages including the Commencement Certificate up to a Plinth /Zero FSI / or commencement certificate upto a particular floor level.

Homebuyer should be aware, if the commencement certificate for construction upto the floor, where the proposed apartment is situated, is with the promoter or not.

MahaRERA as prescribed Declaration "Format -D" which the promoter is required to upload while Registering the project, alongside the Commencement certificate.

Further, the promoter is required to update it as soon as further Commencement certificate / Approvals are obtained by him, at every later stage

- Occupancy Certificate: After completion of construction, Occupancy Certificate is mandatory ensuring that the developer has constructed the building as per approved plan.

An allottee should review all the approvals obtained by the promoter (these are available on MahaRERA website), before making informed choices.

8.4. Status of Tax Payments

Non-payment of property taxes constitute a charge on the property, affecting its marketability. So, the homebuyer must verify that the promoter has not defaulted on payment of property taxes. Do ask for the receipts of all utility bills from the promoter.

8.5. Litigations against the Project

On the MahaRERA website, the promoter provides list of all litigations (if any), against the project, the same should be reviewed before making a decision to buy an apartment

8.6. Allotment Letter and Model Form of Agreement

The Allottee should also ensure that the allotment letter / Agreement of Sale are as per proforma of Allotment Letter and Agreement of sale provided in the MahaRERA website.

8.7. MahaRERA Carpet Area

Prior to RERA, there was no industry wide standard definition for calculation of apartment area. Now, RERA provides a standard formula to calculate carpet area.

It is now mandated the developers sell their apartments based upon the MahaRERA carpet area.

According to the Act, Carpet Area means net usable floor area of an apartment, excluding the area covered by the external walls, area under services shaft, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by internal partition walls of the apartment.

This standardisation of the carpet area definition ensures that homebuyers buyers are not misled. Pre-RERA the loading factor was high; therefore, the saleable area was inflated. The effect of this is that the rate per square feet on the saleable area is reduced. Using the above- mentioned standard for carpet area will ensure that there is clarity on the usable area. This also helps in the analysis of cost per square feet. Comparison between the different projects also becomes easier.

Therefore, the allottees must ascertain the carpet area of the apartment under consideration.

9. Sales Process, Forms and Agreements



9.1. Allotment Letter

An allotment letter is a crucial document during the purchase of apartment. If an allottee is buying an under-construction property, then an allotment letter is provided by the promoter to the prospective allottee. It is issued once the buyer pays upto 10% of the property value to the promoter.

MahaRERA has prescribed a model allotment letter comprising of following details:

- Details of the proposed apartment / plot
- Details of parking space allotted (if any)
- Amount of Payment received by Promoter
- Various Documents including sanctioned plans, stagewise schedule of completion and so on
- List of Encumbrances
- Proposed Date of Possession
- Terms for Cancellation of allotment
- Other terms and condition governing the allotment letter

The proforma of Allotment letter is uploaded by the developer during the project registration and can be viewed by the Allottee.

The Model Allotment letter prescribed by authority is as follows:

9.1.1. Model Allotment Letter

To,

Mr/Mrs./Ms:

R/o:

Address:

Telephone/ Mobile Number:

Pan Card No.: Aadhar Card No.:

Email ID:

ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

Note:

- i) For compliance of the provisions of clause (g) of sub-section (2) of section 4 of the Real Estate (Regulation and Development) Act, 2016 (the Act), the proforma of the allotment letter to be uploaded along with the application for registration of the real estate project shall be as per this model form of allotment letter.
- ii) It shall be mandatory to issue allotment letter in this format whenever a sum not more than 10% (ten per cent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.

No. _____ Date: _____

To, _____
 Mr/Mrs./Ms: _____
 R/o: _____
 Address: _____
 Telephone/ Mobile Number: _____
 Pan Card No.: _____ Aadhar Card No.: _____
 Email ID: _____

Sub: Your request for allotment of flat / commercial premises /plot in the project

known as _____, having MahaRERA Registration No _____.

Sir/Madam,

1. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a _____ BHK flat/villa/bungalow/ commercial premises bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq.ft. situated on _____ floor in Building _____ / Tower _____ /Block _____ /Wing _____ in the project known as _____, having MahaRERA Registration No. _____, hereinafter referred to as "the said unit", being developed on land bearing C. S. No(s) _____ /CTS No(s) _____/Final Plot No(s) _____/Survey No(s) _____, Hissa No(s) _____/Gat No(s) _____ /Khasra No(s) _____ / Plot No(s) _____ lying and being at _____ Village _____ Taluka _____, Dist. _____ admeasuring _____ sq. mtrs. for a total consideration of Rs. _____ in figures _____ (Rupees. _____ in words _____ only) exclusive of GST, stamp duty and registration charges.

OR

2. Allotment of the said unit:

This has reference to your request referred to at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a plot bearing No. _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. in the project known as _____, having MahaRERA Registration No _____, hereinafter referred to as "the said unit" carved out from the land bearing C. S. No(s) _____/CTS No(s) _____/Final Plot No(s) _____/Survey No(s) _____, Hissa No(s) _____/Gat No(s) _____ /Khasra No(s) _____/ Plot No(s) _____ lying and being at _____ Village _____ Taluka _____, Dist. _____ admeasuring _____ sq. mtrs. for a total consideration of Rs. _____ in figures _____ (Rupees. _____ in words _____ only) exclusive of GST, stamp duty and registration charges.

2. Allotment of garage / covered parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ sq ft./covered car parking space(s) at _____ level basement /podium bearing No(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./stilt parking bearing No(s) _____, admeasuring _____ sq. mtrs equivalent to _____ sq. ft. / mechanical car parking unit bearing No(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

Allotment of open car parking:

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration.

3. Receipt of part consideration:

I / we confirm to have received from you an amount of Rs. _____ in figures _____ (Rupees. _____ in words _____ only), (this amount shall not be more than 10% of the cost of the said unit) being _____% of the total consideration value of the said unit as booking amount / advance payment on _____ dd/mm/yyyy _____, through _____ mode of payment _____.

OR

1. Receipt of part consideration:

A. You have requested us to consider payment of the booking amount / advance payment in stages which request has been accepted by us and accordingly I/We confirm to have received from you and amount of Rs. _____ in figures _____ (Rupees. _____ in words _____ only) being _____% of the total consideration value of the said unit as booking amount / advance payment on _____ dd/mm/yyyy _____, through _____ mode of payment _____. The balance _____% of the booking amount / advance payment shall be paid by you in the following manner.

- a) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ dd/mm/yyyy _____.
- b) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ dd/mm/yyyy _____.
- c) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ dd/mm/yyyy _____.
- d) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ dd/mm/yyyy _____.

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

B. If you fail to make the balance _____% of the booking amount / advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. Disclosures of information:

I/We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith and
- iii) The website address of MahaRERA is
<https://maharera.mahaonline.gov.in/#>

5. Encumbrances:

I/ We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

- a)
- b)

6. Further payments:

Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. Possession:

The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said unit as well as of the garage(s) /covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

8. Interest payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

9. Cancellation of allotment:

- i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	within 15 days from issuance of the allotment letter;	Nil;
2.	within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said unit;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit;
4.	after 61 days from issuance of the allotment letter.	2% of the cost of the said unit.

* The amount deducted shall not exceed the amount as mentioned in the table above.

ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

10. Other payments:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. Proforma of the agreement for sale and binding effect:

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.

12. Execution and registration of the agreement for sale:

- i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you.* The said period of 2 months can be further extended on our mutual understanding.

* In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

- ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

13. Validity of allotment letter:

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Signature : _____

Name : _____

(Promoter(s)/Authorized Signatory)

(Email Id.) _____

Date : _____

Place : _____

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature : _____

Name : _____

(Allottee/s)

Date : _____

Place : _____

Annexure - A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

Promoter (s) /Authorized Signatory

Model Form of Agreement

The 'Agreement For Sale' is a contract to transfer property from the promoter to the allottee. It is a

legal document that outlines the terms of a real estate transaction,

This is a very important document for property transactions and that is the reason why allottee needs to understand all the terms and conditions included in it and it should be obeyed throughout the sale process.

- It is a contractual property agreement between the promoter to sell a particular property on particular terms and an agreed-upon price to the allottee.
- Registered under the Indian Contract Act, 1872, the sale contract is legally binding on both the parties.
- It is a roadmap on how property transaction will be completed in the future.
- To maintain the legal sanctity of the document, both parties need to mutually agree on what clauses to be added to the contract.
- These clauses can be related to penalty for not honouring the contract, terms and conditions pertaining to who will pay the outstanding dues, right to call off the deal, etc.
- This agreement needs to clearly state the names of the promoter and the allottee, the size of the property, its direction, carpet area, and other necessary information.
- This document is dated and is signed by both the parties in the presence of two witnesses.

MahaRERA has prescribed a model agreement of sale vide Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017. All promoters are required to adhere to the terms and conditions prescribed in the model agreement of sale.

The key details in Model Agreement of sale that needs to be reviewed by the Agent and Allottee are:

- i) Details of the Project , sanctioned plans, apartment layout etc.
- ii) Details of the proposed apartment along with carpet area, parking allotted and fixtures and fittings etc.
- iii) Total consideration to be paid for the apartment along with payment schedule. The model form of agreement prescribes the following stages of payment:

S.No	Payment Schedule	Construction Milestone
1.	Amount not exceeding 10% of the total consideration	Before Execution of Agreement for Sale
2.	Amount not exceeding 30% of the total consideration	After Execution of Agreement for Sale
3.	Amount not exceeding 45% of the total consideration	On completion of the Plinth of the building or wing in which the said Apartment is located
4.	Amount not exceeding 70% of the total consideration	On completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
5.	Amount not exceeding 80% of the total consideration	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment
6.	Amount not exceeding 85% of the total consideration	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located
7.	Amount not exceeding 95% of the total consideration	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 maybe prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
8.	Balance Amount	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

i. Terms for Termination of Agreement by Allottee or Promoter

ii. Procedure for taking possession of the apartment

iii. Rights and Duties of Promoter and allottees

The Model Form of Agreement also states that "In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees/ charges for services/ commission/ brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee/ both, as the case may be, in accordance with the agreed terms of payment".

The Real Estate Agents should ensure the above clause is also part of Model Form of Agreement.

Authority has also prescribed Model Agreement for Sale

Applicability of TDS to purchase of apartment and brokerage payment.

TDS (Tax Deducted at Source) shall be deducted whenever any property is sold/ purchased. The buyer needs to deduct the amount (called TDS) and pay the balance to the seller. The amount to be deducted depends on the residential status of the seller.

It's pretty interesting to know that with the laws put forth by the government right now, the power to deduct the TDS rate on property purchase is with the buyer and not the seller. If the buyer does not discharge this duty, they can be penalized.

Properties that are covered

According to 194IA of the Income Tax Act, "Any person, being a transferee, responsible for paying a resident transfer any sum by way of consideration, for the transfer of any immovable property (other than agricultural land), shall, at the time of credit of such sum to the account of the transferor or at the time of payment of such sum in cash or by the issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to 1% of such sum as income-tax thereon."

This section states that the buyer needs to deduct 1% on the sale if the TDS on purchase property is above 50 lakhs. The properties covered in this section include residential property, commercial property and land. But this does not include agricultural land.

Note that the TDS on the purchase of property for NRIs is different because the government deducts capital gains and TDS for the NRIs.

When to Deduct TDS and How to Pay it?

There are two times where the buyer can pay the TDS; one is when he/she is executing the conveyance deed or if he/she is paying an advance before the execution of the conveyance deed. The buyer needs to pay the TDS to the credit of the central government, this needs to be done within 30 days from the end of the month, wherein the tax is also deducted. When filling the forms for the TDS payment on property purchase and the furnishing for other parts, you will need to fill out form no.26QB, a form-cum-challan. If there is more than one buyer or seller, you need to fill out no.26QB with all the details necessary.

Details Required for the Payment of the TDS

Every person responsible for deducting TDS is needed to obtain a Tax deduction account number (TAN). But for TDS on a property purchase of immovable property, the buyer does not require a TAN. When filling the form, you will need to submit the names, addresses, PAN, phone number and email id of both the buyer and the seller. You will need to submit the complete address of the property, the date of the agreement, the date of the payment, and the total value of consideration. You can make the payment online via net banking or physically at the bank.

Different types of TDS deduction based on the property

Lower Deduction of TDS on Purchase of Property

According to some provisions, the seller can approach the income tax officer for a certificate so that the buyer can deduct tax at a lower or nil rate. If not this, the seller can also furnish a declaration for nil TDS. There is no TDS on property purchase for immovable property; the buyer will need to deduct tax for a TDS on property purchase above 50 lakhs.

According to the Union Budget of 2021, a new section, i.e. 194Q, was introduced to levy TDS of 0.1% on a property purchase of more than 50 lakhs in a year. According to this, the responsibility of the deduction will lie only with the person whose turnover is more than 10 crores.

With this, the TDS payment on the property purchase needs to be deducted by the buyer on the entire amount.

TDS on Purchase of Immovable Property

This applies to everyone who is buying property from a resident Indian. This applies to the TDS on flat purchase, TDS on land purchase and buildings and land along with facilities and flats.

The only exception here is agricultural land. The seller has been an Indian resident. The buyer must give the seller a TDS certificate 15 days before the due date to deposit the tax sheet.

TDS on Property Purchase from NRI

When an NRI sells a property, the buyer can deduct the TDS on property purchase from NRI at 20%. If the property was sold two years from the date of the purchase, the TDS on purchase of property could be increased to 30%. Long term capital gains are taxed at 20%, and short-term gains are taxed at the applicable income tax slab rates for NRI based on the total income tax for NRIs in India.

Key Things to Remember about TDS

- The buyer must deduct and pay the government for TDS on property purchase above 50 lakhs.
- The power and responsibility of deducting the TDS are with the buyer, not the seller.
- If the buyer does not discharge this duty, they can be penalised by the authorities.
- The buyer needs to fill form no.26QB to credit the TDS.
- If there are more than one buyer and seller, multiple forms need to be filled by each party.

Basic Knowledge of Home and Mortgage Loan

In finance, a loan is the lending of money by one or more individuals, organizations, or other entities to other individuals, organizations etc. The recipient (i.e., the borrower) incurs a debt and is usually liable to pay interest on that debt until it is repaid as well as to repay the principal amount borrowed.

The document evidencing the debt (e.g., a promissory note) will normally specify, among other things, the principal amount of money borrowed, the interest rate the lender is charging, and the date of repayment. A loan entails the reallocation of the subject asset(s) for a period of time, between the lender and the borrower.

The interest provides an incentive for the lender to engage in the loan. In a legal loan, each of these obligations and restrictions is enforced by contract, which can also place the borrower under additional restrictions known as loan covenants. Although this article focuses on monetary loans, in practice, any material object might be lent.

Acting as a provider of loans is one of the main activities of financial institutions such as banks and credit card companies. For other institutions, issuing debt contracts such as bonds is a typical source of funding.

In real estate the cheapest mode of financing happens through home loan.

Home Loans

When one wishes to purchase a home, applying for a home loan can help to a great extent in financing the home. A loan provides financial support and helps allottee buy a house. Home loans generally come with longer tenures (20 years to 30 years). The rates offered by some of the top banks in India with their home loans start at 6.30%. Allottee's credit score is checked before the loan request is approved by the lender. If Allottee has a good credit score, there is a fair chance that he will be able to enjoy lower rates of interest.

Home loans are primarily taken for buying new homes. However, these loans can also be used for home renovations, home extensions, purchasing land property, under-construction houses, etc.

Loans are offered by banks and non-banking finance companies. The lender provides principal loan amount and charges interest on it. One can repay the loan in affordable monthly instalments. The property serves as collateral and it stays in possession of the lender until the loan is repaid in full. As such, the lender has a legal claim over the property for the tenure of the loan, and if the borrower defaults in paying off the loan, the lender has the right to seize it and auction it off.

Types of interest rates on loans

One can pay off its loan, either by opting for a fixed interest rate or a floating interest rate. Let's understand the meaning of the two.

- **Fixed interest rate:** As the name suggests, a fixed interest rate remains the same for the entire loan tenure. Allottee may be allowed to opt for a fixed interest rate if he opts for shorter tenures. In case allottee is looking for a longer tenure loan, then he may not be able to avail a fixed interest rate.
- **Floating interest rate:** The interest rates are adjusted according to the prevailing market rates. One cannot predict the rate of interest but can get an idea of the current interest rate on the lender's website. This is a rate of interest that can change periodically and it is directly linked to the Marginal Cost of Funds based Lending Rate or MCLR.

Features of a Home loan

Now that we know what is meant by a Home loan, and the interest rates associated with them, let's take a look at its important features.

- Not all types of properties, real estate or otherwise, are accepted by lenders.
- The property should possess marketable value and be a freehold property i.e. one which gives the property owner the full legal right to transfer the ownership of the property.
- Since the lender provides the loan amount by taking your property as collateral, a home loan is regarded as a secured loan.
- Home loans are available for longer tenures lasting up to 30 years and can be repaid in affordable monthly payments or EMIs.
- A Home loan can be customised to suit your requirements

Real Estate Calculations

This chapter provides overview of various Real Estate Calculations that agent must be aware as they facilitate real estate transaction.

Taxation/Government Fees and Levies

While registration and stamp duty are the familiar taxes, there are additional ones too. Let's understand more about all the tax components involved in the home buying process.

Goods and Services Tax (GST)

For Under-construction properties

Under the new unified tax regime implemented by the Central Government, under-construction units were initially taxed at 18 percent. The government has also added a provision, allowing deduction of land value equivalent to one-third of the total amount charged by a developer, thus, resulting in the effective GST rate on such units at 12 percent. However, the government revisited the tax slab prevalent on real estate and slashed it to five percent for under-construction units and one percent for affordable homes in February 2019 without input tax credit.

Property type	GST rate till March 2019	GST rate from April 2019
Affordable housing	8% with ITC	1% without ITC
Non-affordable housing	12% with ITC	5% without ITC

It should be noted that stamp duty and registration charges are imposed in addition to GST on purchase of under-construction units, as these are State levies.

For Ready-to-move properties

All ready-to-move properties across the country are outside GST ambit.

Tax Deduction at Source (TDS)

The government amended section 194-IA of Income Tax Act to include all residential society-based charges such as club membership fee, car parking fee, electricity or water facility fee, maintenance fee, advance fee or any other charges of similar nature, which are incidental to transfer of the immovable property, for levy of TDS. Since September 1, 2019, the TDS is levied at one percent, if the value of the property exceeds Rs 50 lakh.

TDS was introduced under a new section, 194 (A) included in the Income Tax Act, 1961 by the Finance Act, 2013. This tax deducts some percentage of amounts during a sale transaction by an individual. As per this section, any individual buying a property has to pay the TDS to the seller by way of consideration for transfer of an immovable property, excluding agricultural land. The TDS must be submitted in the name of the seller of the property.

Registration charge

Registration process includes recording the Sale documents with a registering officer. Registering the documents relating to the transfer, sale or lease of a property is mandatory by law under Section 17 of the Indian Registration Act, 1908. According to the law, if the property documents are not duly registered, the owners will not be able to contend any case in court. The document is the final agreement which is signed between the two parties, subsequent to which the buyer will become the rightful owner of the property. This document protects the buyer in incidence of alleged transactions and fraudulence.

The property registration charges in Maharashtra are 1% of the total cost for the properties priced below Rs 30 lakh and capped at Rs 30,000 for properties priced above Rs 30 lakh.

Stamp duty

The Maharashtra Stamp Act was passed in 1958 and applies to all the instruments mentioned in Schedule 1, on which the stamp duty Maharashtra is payable to the state. It is also known as the Bombay Stamp Act 1958. The Act also details the amount of stamp duty Maharashtra to be paid to the government. The buyer has to pay this amount at a designated bank or collection center before the registration of the property and any delay can attract a penalty. This charge is calculated on the basis of the Ready Reckoner rates issued by the government and unless paid, the property would not receive a legal status. This tax is paid on every transaction including exchange of documents and execution of instruments.

According to the Maharashtra Stamp Act, all instruments chargeable with stamp duty in Mumbai and executed in Maharashtra, should be stamped before or at the time of execution, or on the next working day following the date of execution.

The stamp duty in Maharashtra varies between 5% and 7%, depending on various factors. Women buyers are provided a concession of 1% over the prevailing stamp duty in Maharashtra on property transactions, if the transfer of house property or registration of sale deed, is done in the name of women.

External Development Charges

Cost Sheet Sample and Component details

A cost sheet is a statement which represents the various costs incurred at different stages of business operations, in a tabular format.

Sample 1 :

Rustomjee Seasons		
Price Summary		
Asset Configuration	3 BHK Residence (1st to 5th Floor)	
Asset Identity	1 or 8	
Payment Plan Reference	CLP	
Carpet Area	Sq. ft.	Sq. mt.
	996.42	92.57
Exclusive Areas Appurtenant to the Unit	60.39	5.61
Agreement Value	55,165,482	
Stamp Duty *	-	
Registration Charges	30,000	
Scanning Charges	4,000	
Central Goods & Service Tax (CGST) on Agreement Value	1,379,137	
State Goods & Service Tax (SGST) on Agreement Value	1,379,137	
Statutory Taxes on Agreement Value	2,792,274	
Share Money	600	
Legal Charges	60,000	
Electric, Water Meter & Gas Connection Charges	50,000	
Corpus Fund	2,000,000	
Pre Possession Charges	2,110,500	
Central Goods & Service Tax (CGST) on Pre-Possession Charges	9,900	
State Goods & Service Tax (SGST) on Pre-Possession Charges	9,900	
Statutory Taxes on Pre-Possession Charges	19,800	
Asset Valuation	60,088,156	
Car Parking Space Included in the Offer	2	

1 Sq. mtr = 10.764 Sq. ft.

* Stamp Duty to be borne by Rustomjee

Please Note:

1. Taxes have been computed on the basis of rates applicable on the day of booking and are subject to change as per government
2. Property tax will be computed as on date of possession.
3. Refundable Fit Out Deposit of Rs.1lakh will be payable along with pre-possession charges.
4. On Cancellation 10% of the Sale Consideration will be forfeited and adjusted towards liquidated damages.
5. Registration to be concluded within 7 days from payment of 9.99% of the Agreement Value.
6. Token cheque in favour of "Keystone Realtors Pvt Ltd Wing D1 Master Collection Escrow Account"

MahaRERA Registration No. : Wing D - P51800021028

Sample 2 :

Rustomjee®

CROWN

PRABHADEVI

Commercial Proposal		
Tower	B	
Asset Identity	4502	
Configuration	4 BHK TYPE -1	
1 Sq. Mtr. = 10.764 Sq. Ft.	Sq. Mts.	Sq. Ft.
RERA Carpet Area	184.94	1,99
Foyer Area	13.49	14
Net Usable Area	198.43	2,13
Flat Cost* - (I)	127,144,08	
Stamp Duty @ 5% of Flat Cost		
Registration Charges	40,00	
SGST @ 6% of Flat Cost	7,628,64	
CGST @ 6% of Flat Cost	7,628,64	
Total Statutory Taxes - (II)	15,297,29	
Utility Charges for Electric, Water Meter & Gas Connection	150,00	
Legal charges	40,00	
Condominium Formation charges	25,00	
Club House Building charges	1,500,00	
Development charges	2,077,80	
GST applicable on Pre-Possession charges	468,03	
Total Pre-Possession charges inclusive of GST - (III)	4,260,83	
Gross Asset Value (I+II+III)	146,702,21	
Advance maintenance at the rate of Rs 30 psf on RERA carpet area for 24 months	1,433,30	
Deposit at the rate of Rs 750 psf on RERA carpet area	1,493,02	
Number of Car Parks		
Statutory Remarks :		
1. Terms & conditions as per the Application form		
2. Taxes have been computed on the basis of rates applicable on the day of booking and are subject to change as per government notification.		
3. Property tax will be computed as on date of Occupation certificate and payable along with pre-possession charges.		
4. GST input credit has already been adjusted in the Flat Cost and there will be no additional benefit due on accord of the same		
5. * Flat Cost is arrived at after factoring the benefit of GST input credit available to us. In the event, such benefit is not available, there would be an increase in the flat cost and Agreement Value		
6. Development charges are subject to change & linked to the ready reckoner rate		
7. Following maintenance related amounts shall be additionally payable at the time of possession :		
a) Advance maintenance at the rate of Rs 30 psf on RERA carpet area for 24 months		
b) Deposit at the rate of Rs 750 psf on RERA carpet area		
8. Interest Free Refundable Security Deposit for Fit-Outs to be charged on possession		
9. The above pricing is for a Bareshell Residence		
10. Rustomjee Crown - Phase I (Towers A & B) registered with MahaRERA under Registration No. P51900003268.		
Rustomjee Crown - Phase II (Tower C) registered with MahaRERA under Registration No. P51900006367.		
11. Payments towards flat cost: Cheque in favor of Real Gem Buildtech Pvt Ltd - A & B Master RERA a/c		
12. Payments towards taxes: Cheque in favor of Real Gem Buildtech Pvt Ltd		
13. Rate Valid till 14-04-2022		
Date of Proposal: 7-Apr-2022		

These are the different cost sheets sample to understand how the payments are done and what all different components are involved while buying a property



MahaRERA Real Estate

Real Estate Agent Handbook
2022

<https://maharera.mahaonline.gov.in>



Maharashtra Real Estate Regulatory Authority (MahaRERA)

6th & 7th Floor, Housefin Bhavan, Plot No. C - 21, E - Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051

Tel. No. 022 68111600

Website: www.maharera.mahaonline.gov.in