MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
महाराष्ट्र स्थावर संपदा नियामक प्राधिकरण

Date :01/07/2022

Order No. 31 / 2022 No. MahaRERA/Secy/File No. 27/ 164 /2022

Sub: - Submission of proforma of the allotment letter and agreement for sale at the time of registration of a real estate project in compliance of Clause (g) of Sub-section 2 of Section 4 of the Real Estate (Regulation and Development Act, 2016.

Whereas, Government of India has enacted the Real Estate (Regulation and Development) Act, 2016 (the Act) and all sections of the Act have come into force with effect from 01.05.2017.

And whereas, the Government of Maharashtra vide Notification No. 23 dated 08.03.2017 has established the Maharashtra Real Estate Regulatory Authority, hereinafter referred to as "MahaRERA" or as "the Authority".

And whereas, the Government of Maharashtra has also notified the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules,2017 (the Rules) for carrying out the provisions of the Act.

And whereas, the Authority has notified the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017 (Regulations) to carry out the purposes of the Act.

And whereas, under Section 34 of the Act, one of the function of the Authority is to register and regulate real estate projects and real estate agents registered under the Act.

And whereas, the Authority under Section 37 of the Act, and Regulation 38 of the Regulations is vested with the powers to issue directions to the promoters, real estate agents and allottees from time to time as it may consider necessary.

And whereas, the Chairperson MahaRERA is vested with the powers of general superintendence and directions in the conduct of the affairs of MahaRERA under Section 25 of the Act.

And whereas, Sub-rule (1) of Rule 10 of the Rules states that for the purpose of Sub-section 2 of Section 13 of the Act, the agreement for sale shall be in conformity with the provisions of the Act, the Rules and Regulations made thereunder and shall be in accordance with the model form of agreement at Annexure 'A'.

And whereas, Sub-rule (2) of Rule 10 of the Rules states that any application letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale under the Act or the Rules and Regulations made there under.

And whereas, Clause (g) of Sub-section 2 of Section 4 of the Act mandates every promoter to upload along with the application made to MahaRERA for registration of a real estate project, the proforma of the allotment letter, agreement for sale and the conveyance deed proposed to be signed with the allottees.

And whereas, considering the provisions of the Act the Rules and Regulations made thereunder as well as the salutary purpose of the Act, MahaRERA, had constituted a committee under the Chairmanship of Member -1, MahaRERA with representatives from Self-Regulatory Organization of promoters and Mumbai Grahak Panchayat as its Members in order to formulate and finalize a model allotment letter.

And whereas, the committee after due deliberations, having considered the suggestion and objections received from stakeholders as well as the provisions of the Act, the Rules and Regulations made thereunder has finalized the model allotment letter.

And whereas, the Authority in its meeting held on **27.05.2022** has approved the model allotment letter.

And whereas, in view of the approval accorded by the Authority to the model allotment letter, Order No. 30/2022 bearing No. MahaRERA/Secy/File No. 27/136/2022 dated 03.06.2022 was brought into force.

And whereas, in the above-referred Order the proforma of the allotment letter proposed to be signed by the promoters with the allottees was annexed as Annexure '1'.

And whereas, subsequent to the uploading of Order No. 30/2022 dated 03.06.2022 at MahaRERA website it was felt just and necessary by MahaRERA that Clauses 3 and 12 of the proforma of the allotment letter annexed as Annexure '1' to the said Order required certain modification.

And whereas, on the required modification being undertaken, the amended model allotment letter was submitted for approval of the Authority.

And whereas, the Authority in its meeting held on 24.06.2022 has approved the model allotment letter.

And whereas, in view of the approval accorded by the Authority to the model allotment letter in its meeting held on 24.06.2022 the following directions are issued:-

(a) The proforma of the allotment letter proposed to be signed by the promoters with the allottees shall be in accordance with model allotment letter as approved by the Authority in its meeting held on 24.06.2022 the copy where of is annexed hereto as Annexure '1'.

(b) The Table in Clause 9 of the allotment letter prescribes the minimum period (number of days) within which the booking can be cancelled and the upper limit of the percentage of the amount to be deducted in case the allottee desires to cancel the booking. The promoter may if the promoter so chooses increase the number of days within which the booking can be cancelled as well as decrease the percentage of the amount to be deducted in the event of cancellation of the booking, in the allotment letter prescribed .

(c) Promoters shall henceforth upload the allotment letter, as at Annexure '1' hereto or the amended form of the allotment letter as mentioned at (b) above when applying for registration of a real estate project.

(d) Promoters shall also upload as is being presently done, the proforma of the agreement for sale proposed to be signed with the allottees that may be as per the model form of agreement at Annexure A of Rule 10 of the Rules or the proforma of the agreement for sale as may be modified and adapted by promoters on case to case basis having regard to the facts and circumstances of each case.

(e) In the event there are any deviations / modifications in the proforma of the agreement for sale as proposed by promoters and the model form of agreement at Annexure A of Rule 10 of the Rules, then such deviations / modifications shall be highlighted in different colour and accordingly be uploaded while seeking registration of the real estate project so as to enable proper and speedy verification of the proforma of the agreement for sale as uploaded.

(f) Non-compliance of the above or if the deviations / modifications proposed by promoters in the proforma of the agreement for sale as uploaded is / are contrary to the provisions of the Act, the Rules and Regulations made thereunder, then the application of the promoter for registration of the real estate project shall be liable to be rejected subject to compliance of the mandate as provided in the proviso to Section 5 of the Act.

(g) This Order shall supersede Order No. 30/2022 bearing No. MahaRERA/Secy/File No. 27/136/2022 dated 03.06.2022.

(h) This Order shall come into force with immediate effect.

By order of the Authority

(Dr. Vasant Prabhu)
Secretary / MahaRERA

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 VASTU VANDAN, 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 VASTU VANDAN, 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) 79 A/5, Hissa No(s)---- /Gat No(s)---- /Khasra No(s) ---- / Plot No(s) 92/2 lying and being at

---- Village BHUSAWAL Taluka BHUSAWAL, Dist. JALGAON, 425201 admeasuring _____ sq. mtrs. for a total consideration of Rs. _____ in figures _____ (Rupees. _____ in words _____ only) exclusive of GST, stamp duty and registration charges.

OR

1. **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. fora 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

2. **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

3. **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

5. **Encumbrances:**

I/We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

a)

b) NILL

c)

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 JULY 2025 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 MANOHAR GANPAT WANI
(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
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	13
5.	Stilt (if any)	5
6.	Slabs of super structure	45
7.	Internal walls, internal plaster, completion of floorings, doors and windows	15
8.	Sanitary electrical and water supply fittings within the said units	5
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	5
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	5
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.	5
12.	Internal roads & footpaths, lighting	--
13.	Water supply	--
14.	Sewerage (chamber, lines, septic tank, STP)	covered in 11
15.	Storm water drains	--
16.	Treatment and disposal of sewage and sullage water	--
17.	Solid waste management & disposal	---
18.	Water conservation / rain water harvesting	covered in 11
19.	Electrical meter room, sub-station, receiving station.	covered in 11---
20.	Others	---

Promoter (s) / Authorized Signatory