

राजस्थान सरकार
नगरीय विकास एवं आवासन विभाग

क्र. प.10(32)नविवि/3/09पार्ट

जयपुर, दिनांक—

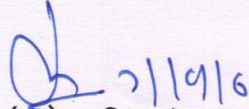
10 OCT 2016

विषय:— **Rajasthan Real Estate (Regulation and Development) Rules 2016** के प्रारूप पर सुझाव एवं आपत्तियां आमंत्रित करने हेतु।

उपरोक्त विषयान्तर्गत लेख है कि Rajasthan Real Estate (Regulation and Development) Rules 2016 के प्रारूप की प्रति नगरीय विकास एवं आवासन विभाग, राजस्थान सरकार की वेबसाईट (Website) पर अपलोड कर दी गयी है।

उक्त प्रारूपित नियमों पर आप अपने सुझाव एवं आपत्तियां यदि कोई हो तो कृपया 7 दिवस में अधोहस्ताक्षरकर्ता के समक्ष प्रस्तुत करने का श्रम करें।

यह सक्षम स्तर पर अनुमोदित है।


(राजेन्द्र सिंह शेखावत)
संयुक्त शासन सचिव—द्वितीय

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GOVERNMENT OF RAJASTHAN
DEPARTMENT OF URBAN DEVELOPMENT AND HOUSING

No.

Date:

Notification

G.S.R. ----- In exercise of the powers conferred by section 84 read with sub-clause (iv) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (Central Act No.16 of 2016), the State Government, hereby makes the following rules, namely: —

CHAPTER - I

Preliminary

1. Short title and Commencement.- (1) These rules may be called the Rajasthan Real Estate (Regulation and Development) Rules, 2016.

(2) It shall come into force with effect from the date of publication in the Official Gazette.

2. Definitions.- (1) In these rules, unless the context otherwise requires, -

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;

(b) "authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these rules;

(c) "Form" means a form appended to these rules;

(d) "layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;

(e) "land" means any piece, parcel or parcels of land on which the project is developed and constructed by a promoter;

(f) "Regulatory Authority" means the Real Estate Regulatory Authority established under sub-section (1) of section 20 of the Act; and

(g) "section" means a section of the Act.

(2) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act.

CHAPTER - II

Real Estate Project

3. Additional information and documents to be furnished by the promoter for registration of project.- (1) The promoter shall furnish the following additional information and documents, along with those specified under the relevant sections of the Act, for registration of the real estate project with the Regulatory Authority namely:-

- (a) authenticated copy of the PAN card of the promoter;
- (b) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;
- (c) the number of open parking areas available in the said real estate project;
- (d) copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (e) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
- (f) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, duly registered, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
- (g) such other information and documents, as may be specified by regulations.

(2) The application referred to in sub-section (1) of section 4 shall be made in **Form 'A'**, which shall be submitted in triplicate, until the application procedure is made web based as provided under sub-section (3) of section 4 of the Act.

(3) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank, for a sum calculated at the rate of:-

- (a) rupees ten per square meter for residential projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees twenty per square meter for residential projects where the area of land proposed to be developed exceeds one thousand square meters; or
- (b) rupees fifty per square meter for commercial or any other projects, where the area of land proposed to be developed does not exceed one thousand square meters; or rupees one hundred per square meter for commercial or any other projects, where the area of land proposed to be developed exceeds one thousand square meters;

(4) The declaration to be submitted under clause (i) of sub-section (2) of section 4 of the Act, shall be in **Form 'B'**, which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

112
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(5) In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of 30 days provided under sub-section (1) of section 5, registration fee to the extent of ten percent paid under sub-rules (3) above, or rupees fifty thousand whichever is more, shall be retained as processing fee by the Regulatory Authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

4. Disclosure by promoters of existing projects.- (1) Upon the notification for commencement of sub-section (1) of section 3, promoters of all ongoing projects which have not received completion certificate shall, within the time specified in the said sub-section, make an application to the Regulatory Authority in the form and manner provided in Rule 3.

(2) The promoter shall disclose all project details as required under the Act and the rules and regulations made thereunder, including the status of the project and the extent of completion.

(3) The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(4) In case of plotted development the promoter shall disclose the area of the plot being sold to the allottees.

5. Withdrawal of sums deposited in separate account.- (1) For the purposes of sub-clause (D) of clause (I) of sub-section (2) of section 4, the land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease charges etc.

(2) For the purposes of sub-clause (D) of clause (I) of sub-section (2) of section 4, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project.

6. Grant or rejection of registration of the project.- (1) Upon the registration of a project as per section 5 read with Rule 3, the Regulatory Authority shall issue a registration certificate with a registration number in Form 'C' to the promoter.

(2) In case of rejection of the application as per section 5 the Regulatory Authority shall inform the applicant in Form 'D'.

7. Extension of registration of the project.- (1) The registration granted under section 5, may be extended as per section 6, on an application made by the promoter in Form 'E' which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft drawn on any scheduled bank, for an amount equivalent to twice the registration fee as prescribed under sub-rule (3) of rule 3 along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:

Provided that where extension of registration is due to *force majeure* the Regulatory Authority may at its discretion waive the fee for extension of registration.

(3) Extension of registration of the project shall not be beyond the period provided as per local laws for completion of the project or phase thereof, as the case may be.

(4) In case of extension of registration, the Regulatory Authority shall inform the promoter in **Form 'F'** about the same and in case of rejection of the application for extension of registration the Regulatory Authority shall, after giving an opportunity to the applicant to be heard in the matter as per second proviso of section 6, inform the promoter in **Form 'D'** about the same:

8. Revocation of registration of the project.- Upon the revocation of registration of a project as per section 7 the Regulatory Authority shall inform the promoter in **Form 'D'** about such revocation.

9. Agreement for sale.- (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per **Form-'G'**.

(2) 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 or under the Act or the rules or the regulations made thereunder.

CHAPTER - III

Real Estate Agent

10. Application for Registration by the real estate agent.- (1) Every real estate agent required to register as per sub-section (2) of section 9 of the Act shall make an application in **Form 'H'** to the Regulatory Authority along with the following documents, namely:-

- (a) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (b) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (c) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other entities;
- (d) authenticated copy of the PAN card;
- (e) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

114
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(f) authenticated copy of the address proof of the place of business; and

(g) such other information and documents, as may be specified by regulations.

(2) The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank, for a sum of rupees twenty-five thousand in case of the applicant being an individual; or rupees two lakh fifty thousand in case of the applicant being anyone other than an individual.

11. Grant of Registration to the real estate agent.- (1) Upon the registration of a real estate agent as per section 9 read with Rule 10, the Regulatory Authority shall issue a registration certificate with a registration number in **Form 'I'** to the real estate agent.

(2) In case of rejection of the application as per section 9 the Regulatory Authority shall inform in **Form 'J'** to the applicant.

(3) The registration granted under this rule shall be valid for a period of five years.

12. Renewal of registration of real estate agent.- (1) The registration granted under section 9, may be renewed as per section 6, on an application made by the real estate agent in **Form 'K'** which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank, for a sum of rupees five thousand in case of the real estate agent being an individual or rupees fifty thousand in case of the real estate agent being anyone other than an individual.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (g) of rule 10 at the time of application for renewal.

(4) In case of renewal of registration, the Regulatory Authority shall inform the real estate agent in **Form 'L'** about the same and in case of rejection of the application for renewal of registration the Regulatory Authority, shall inform the real estate agent in **Form 'J'**.

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.

(5) The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provisions of the Act and the rules and regulations made thereunder.

(6) The renewal granted under this rule shall be valid for a period five years.

13. Revocation of Registration of real estate agent.- The Regulatory Authority may, due to reasons specified under sub-section (7) of section 9, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation in **Form 'J'**.

14. Maintenance and preservation of books of accounts, records and documents.- The real estate agent shall maintain and preserve books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961.

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15. Other functions of a real estate agent.- The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.

CHAPTER - IV

Details to be published on the Website of the Authority

16. Details to be published on the website.- (1) For the purpose of clause (b) of section 34, the Regulatory Authority shall ensure that the following information shall be made available on its website in respect of each project registered:

(A) Details of the promoter including the following:-

(i) Developer or Group Profile:

- (a) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration and in case of a newly incorporated or registered entity, brief details of the of the parent entity including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies, competent authority);
- (b) background of promoter- educational qualification, work experience and in case of a newly incorporated or registered entity work experience of the parent entity.

(ii) Track record of the promoter:

- (a) number of years of experience of the promoter or parent entity in real estate construction in the state/union territory;
- (b) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories;
- (c) number of completed projects and area constructed till date;
- (d) number of ongoing projects and proposed area to be constructed;
- (e) details and profile of ongoing and completed projects for the last 5 years as provided under clause (b) of sub-section (2) of section 4.

(iii) Litigations: Details of past or ongoing litigations in relation to the real estate project.

(iv) Website:

116
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(a) web link to the developer or group website;

(b) web link to the project website.

(B) Details of the real estate project including the following:-

(i) Compliance and registration:

(a) authenticated copy of the approvals and commencement certificate from the competent authority as provided under clause (c) of sub-section (2) of section 4;

(b) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4;

(c) details of the registration granted by the Authority.

(ii) Apartment and garage related details:

(a) Details of the number, type and carpet area of apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4;

(b) Details of the number and areas of garage for sale in the project as provided under clause (i) of sub-section (2) of section 4;

(c) Details of the number of open parking areas available in the real estate project.

(iii) Registered Agents: Names and addresses of real estate agents as provided under clause (j) of sub-section (2) of section 4.

(iv) Consultants: Details, including name and addresses, of contractors, architect and structural engineers and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4, such as:-

(a) Name and address of the firm

(b) Names of promoters

(c) Year of establishment

(d) Names and profile of key projects completed

(v) Location: 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 as provided under clause (f) of sub-section (2) of section 4.

802
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(vi) Development Plan:

- (a) 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 etc. as provided under clause (e) of sub-section (2) of section 4;
- (b) Amenities: a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services proposed to be provided in the project;
- (c) Gantt Charts and Project schedule: the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof.

(C) **Financials of the promoter:-**

- (i) authenticated copy of the PAN card of the promoter
- (ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years and in case of a newly incorporated or registered entity annual returns of the last 3 financial years of the parent entity.

(D) **The promoter shall upload the following updates on the webpage for the project, within seven days from the expiry of each quarter:**

- (i) List of number and types of apartments or plots, as the case may be booked;
- (ii) List of number of garages booked;
- (iii) Status of the project:
 - (a) Status of construction of each building with photographs;
 - (b) Status of construction of each floor with photographs;
 - (c) Status of construction of internal infrastructure and common areas with photographs.
- (iv) Status of approvals:
 - (a) Approval received;
 - (b) Approvals applied and expected date of receipt;
 - (c) Approvals to be applied and date planned for application;

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- (d) Modifications, amendment or revisions, if any, issued by the competent authority with regard to any license, permit or approval for the project.

(E) Downloads:-

(i) Approvals:

(a) No Objection certificates

☐ Consent to Establish and Operate;
Environmental Clearance;

☐ Fire NOC;

☐ Permission from Water and Sewerage department;

☐ Height clearance from Airport Authority of India;

Such other approvals as may be required and obtained for the project.

(b) Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases;

(c) Authenticated copy of the site plan or site map showing the location of the project land along with names of revenue villages, survey numbers, khasra numbers and area of each parcels of the project land;

(d) Authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority;

(e) Floor plans for each tower and block including clubhouse, amenities and common areas;

(f) Any other permission, approval, or licence that may be required under applicable law;

(g) Authenticated copy of occupancy certificate and completion certificate including its application.

(ii) Legal Documents:

(a) Details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;

804
109

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- (b) Authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
- (c) Land Title Search Report from an advocate having experience of at least ten years in land related matters;
- (e) Details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of at least ten years in land related matters;
- (e) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(f) Sanction letters:

From banks for construction finance;

From banks for home loan tie-ups.

(F) **Contact details:** Contact address, contact numbers and email-ids of the promoter and other officials handling the project.

(G) **Such other documents or information** as may be specified by the Act or the rules and regulations made thereunder.

(2) For the purpose of clause (c) of section 34, the Regulatory Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be.

(3) For the purpose of clause (d) of section 34, the Regulatory Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:

(A) For real estate agents registered with the Regulatory Authority:-

- (i) registration number and the period of validity of the registration of the real estate agent with the Regulatory Authority;

110
805
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- (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (iii) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (iv) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons;
- (v) authenticated copy of the PAN card;
- (vi) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;
- (vii) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

(B) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Regulatory Authority:

- (i) registration number and the period of validity of the registration of the real estate agent with the Regulatory Authority;
- (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (iii) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other persons.

(C) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(4) The Regulatory Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month.

CHAPTER - V

Rate of interest payable by Promoter and Allottee and timelines for refund

17. Rate of interest payable by the promoter and the allottee.- The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Prime Lending Rate plus two percent.

18. **Timelines for refund.**- Any refund of monies along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due.

CHAPTER- VI

Real Estate Regulatory Authority

19. **Manner of selection of Chairperson and Members of the Regulatory Authority.** (1) As and when vacancies of Chairperson or a Member in the Regulatory Authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the Regulatory Authority, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the Regulatory Authority.

(3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.

(4) The Selection Committee shall make its recommendation to the State Government within a period of sixty days from the date of reference made under sub-rule (1).

(5) The State Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or Member, as the case may be.

20. **Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Regulatory Authority.**- (1) The salaries and allowances payable to the Chairperson and whole-time Members of the Regulatory Authority shall be as follows:

(a) The Chairperson or a whole-time Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as Chairperson or a Member, as the case may be, of the Regulatory Authority;

(b) Dearness Allowance shall be paid as per rules of the State Government:

Provided that if the Chairperson or a Member, before the date of assuming office as Chairperson or a Member, as the case may be, was in receipt of or being eligible so to receive any pension and had elected to draw or receive the pension (other than disability or wound pension) in respect of any previous service under the Central Government or the State Government, his salary in respect of service as a Chairperson or as a Member, as the

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case may be, shall be reduced by the amount of that pension and dearness relief thereon, including any portion of the pension which may have been commuted.

(2) The Chairperson and every other Member shall be entitled to thirty days of earned leave for every completed calendar year of service in Regulatory Authority. The power to grant or refuse leave to the Chairperson and to revoke or curtail leave granted to him shall vest in the Governor.

(3) The other allowances payable to and conditions of service of the Chairperson and the whole-time Member shall be as per notification issued by the State Government from time to time.

(4) Every part-time member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Regulatory Authority as may be determined by the State Government, from time to time and they shall not be entitled to any allowance relating to house.

(5) A person, who, on the date of his appointment as a Chairperson or a Member, as the case may be, was in the service of the Central Government or the State Government shall be deemed to have been retired from service i.e. from the date on which he enters upon his office as Chairperson or a Member.

21. Administrative powers of the Chairperson of the Regulatory Authority.- The administrative powers of the Chairperson of the Regulatory Authority shall include making decisions, subject to prevailing service rules pertaining to Staff and Officers, budget provisions and general directions of the State Government, with regard to the following:

- (a) all matters pertaining to creation and abolition of posts;
- (b) all matter pertaining to appointments, promotions and confirmation for all posts;
- (b) acceptance of resignations by any Member, officer or employee;
- (d) officiating against sanctioned posts;
- (e) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same;
- (f) all matters in relation to reimbursement of medical claims;
- (g) all matters in relation to grant or rejection of leaves to Members, Staff and Officers
- (h) permission for hiring of vehicles for official use;
- (i) nominations for attending seminars, conferences and training courses in India or abroad;
- (j) permission for invitation of guests to carry out training course;

173
808

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- (k) all matters pertaining to staff welfare expenses;
- (l) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (m) all matters relating to disciplinary action against any officer or employee; and
- (n) any other powers that may be required for the efficient functioning of the Regulatory Authority and enforcement of the provisions of the Act and these Rules.

22. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Regulatory Authority and experts and consultants engaged by the Regulatory Authority.- (1) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay;

(2) Consultants or experts that may be engaged by the Regulatory Authority:

- (a) shall be paid a monthly honorarium as may be determined by the State Government from time to time;
- (b) the consultant or expert shall not be deemed to be regular members of the staff borne on the establishment of the Regulatory Authority;
- (c) the consultant or expert may be appointed for a tenure of one year, extendable on year to year basis;
- (d) the terms of their appointment may be terminated by the Regulatory Authority by serving one month's notice.

(3) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be.

23. Functioning of the Authority.- (1) The office of the Regulatory Authority shall be located at such place as may be determined by the State Government by notification.

(2) The working days and office hours of the Regulatory Authority shall be the same as that of the State Government.

(3) The official common seal and emblem of the Regulatory Authority shall be such as the State Government may specify.

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24. Additional powers of the Regulatory Authority.- (1) In addition to the powers specified in sub-section (2) of section 35 the Regulatory Authority shall have the following additional powers:

- (a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;
- (b) requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.
- (2) The Regulatory Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Regulatory Authority in the conduct of any inquiry or proceedings before it.
- (3) On receipt of the application in prescribed form and complete in all respects under section 4 read with rule 3 for registration of a project, the Regulatory Authority may review the documents submitted along with the application under rule 3 and enquire, *inter alia*, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time prescribed under sub-section (1) of section 5, namely:-
 - (a) the nature of rights and interest of the promoter to the land which is proposed to be developed;
 - (b) extent and location of area of land proposed to be developed;
 - (c) layout plan of the project;
 - (d) financial, technical and managerial capacity of the promoter to develop the project;
 - (e) plan regarding the development works to be executed in the project; and
 - (f) conformity of development of the project with neighboring areas.
- (4) The Regulatory Authority may in the interest of the allottees, enquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not:
 - (a) withdrawn the said amounts from the account maintained as provided under sub-clause (D) of clause (I) of sub-section (2) of section 4; or
 - (b) used any amounts paid to such promoter by the allottees for that real estate project for which the penalty, interest or compensation is payable, or any other real estate project;

115
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- (c) recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

25. Manner of recovery of interest, penalty and compensation.- Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as arrears of land revenue shall be carried out in the manner provided in the Rajasthan Land Revenue Act, 1956 and rules made thereunder.

26. Manner of implementation of order, direction or decisions of the adjudicating officer, the Regulatory Authority or the Appellate Tribunal.- For the purpose of sub-section (2) of section 40, every order passed by the adjudicating officer, Regulatory Authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, Regulatory Authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, Regulatory Authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain.

CHAPTER - VII

Real Estate Appellate Tribunal

27. Form for filing Appeal and the fees payable.- (1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favour of the Appellate Tribunal and payable at the main branch of that Bank at the station where the seat of the said Appellate Tribunal is situated.

- (2) Every appeal shall be filed in **Form 'M'** along with the following documents:

- (a) An attested true copy of the order against which the appeal is filed;
- (b) Attested copies of the documents relied upon by the appellant and referred to in the appeal;
- (c) An index of the documents.

- (3) Procedure for filing the appeal shall be as decided by the Appellate Tribunal.

28. Manner of selection of Members of the Appellate Tribunal.- (1) As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

116
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(2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal.

(3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.

(4) The Selection Committee shall make its recommendation to the State Government within a period of sixty days from the date of reference made under sub-rule (1).

(5) The State Government shall within thirty days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.

29. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal.- (1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows:

(a) The salary, allowances, facilities and pension payable to and conditions of service of the Chairperson shall be the same as those of a Judge of the High Court of Rajasthan;

(b) The whole-time Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as a Member of the Appellate Tribunal;

Provided that if the Chairperson or a Member, before the date of assuming office as Chairperson or a Member, as the case may be, was in receipt of or being eligible so to receive any pension and had elected to draw or receive the pension (other than disability or wound pension) in respect of any previous service under the Central Government or the State Government, his salary in respect of service as a Chairperson or as a Member, as the case may be, shall be reduced by the amount of that pension and dearness relief thereon, including any portion of the pension which may have been commuted.

(c) Every full-time Member, who was not a servant of the Government, shall be paid a monthly salary equivalent to the salaries (Dearness Allowance inclusive) as admissible to an officer of the rank of Principal Secretary to the Government of Rajasthan. He shall be fixed at the minimum of pay scale as admissible to an officer of such rank.

(d) Every part-time Member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Appellate Tribunal as may be determined by the State Government, from time to time and they shall not be entitled to any allowance relating to house;

117
512

Draft

(2) The Chairperson and every whole-time Member shall be entitled to thirty days of earned leave for every completed calendar year of service in the Appellate Tribunal. The power to grant or refuse leave to the Chairperson and to revoke or curtail leave granted to him shall vest in the Governor.

(3) The other allowances payable to and conditions of service of the Chairperson and the whole-time Member shall be as per notification issued by the State Government from time to time.

30. Procedure for inquiry of the charges against the Chairperson or Member of the Regulatory Authority or the Appellate Tribunal.- (1) In the event of the State Government becoming aware of occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of a Chairperson or Member of the Regulatory Authority or as specified under sub-section (1) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, by receipt of a complaint in this regard or *suo motu*, as the case may be, the State Government shall make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the Regulatory Authority or Appellate Tribunal, as the case may be.

(2) If, on preliminary scrutiny, the State Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before a Judge of the High Court.

(3) The State Government shall forward to the Judge, copies of-

(a) the statement of charges against the Chairperson or Member of the Regulatory Authority or Appellate Tribunal, as the case may be; and

(b) material documents relevant to the inquiry.

(4) The Chairperson or Member of the Regulatory Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the Judge.

(5) Where it is alleged that the Chairperson or Member of the Regulatory Authority or Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Regulatory Authority or Appellate Tribunal.

(6) After the conclusion of the investigation, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.

(7) Thereafter, the State Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the Regulatory Authority or Appellate Tribunal, as the case may be.

31. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal.- (1) The conditions of service of the officers and employees of the Appellate Tribunal and any other category of

118
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employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay;

(2) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be.

32. Additional powers of the Appellate Tribunal.- The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

33. Administrative powers of the Chairperson of the Appellate Tribunal.- The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions subject to prevailing service rules pertaining to Staff and Officers, budget provisions and general directions of the State Government with regard to the following:

- (a) all matters pertaining to creation and abolition of posts;
- (b) all matters pertaining to appointments, promotions and confirmation for all posts;
- (c) acceptance of resignation by any Member, officer or employee;
- (d) officiating against sanctioned posts;
- (e) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same;
- (f) all matters in relation to reimbursement of medical claims;
- (g) all matters in relation to grant or rejection of leaves.
- (h) permission for hiring of vehicles for official use;
- (i) nominations for attending seminars, conferences and training courses in India or abroad;
- (j) permission for invitation of guests to carry out training course;
- (k) all matters pertaining to staff welfare expenses;
- (l) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;

119
514

Draft

- (m) all matters relating to disciplinary action against any officer or employee; and
- (n) any other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and these Rules.

CHAPTER - VIII

Offences and Penalties

34. Terms and conditions and the fine payable for compounding of offence.-

(1) The court shall, for the purposes of compounding any offence specified under section 70, accept a sum of money as specified in the Table below:

Offence	Money to be paid for compounding the offence
Imprisonment under sub section (2) of section 59	10% of the estimated cost of the real estate project
Imprisonment under section 64	10% of the estimated cost of the real estate project
Imprisonment under section 66	10% of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated
Imprisonment under section 68	10% of the estimated cost of the plot, apartment or building, as the case may be

Provided that the State Government may, by notification in the official gazette, amend the rates specified in the table above.

(2) On payment of the sum of money in accordance with the table above, any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court.

(3) The acceptance of the sum of money for compounding an offence in accordance with the table above, by the Court shall be deemed to an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973.

(4) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the Regulatory Authority or the Appellate Tribunal, within the period specified by the court, which shall not be more than 30 days from the date of compounding of the offence.

120
513

Draft

35. Manner of filing a complaint with the Regulatory Authority and the manner of holding an inquiry by the Regulatory Authority.- (1) Any aggrieved person may file a complaint with the Regulatory Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, as per **Form 'N'** which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favor of Regulatory Authority and payable at the main branch of that bank at the station where the seat of the said Regulatory Authority is situated.

(2) The Regulatory Authority shall for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner:

- (a) The Regulatory Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (b) Upon receipt of the complaint the Regulatory Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
- (c) The notice shall specify a date and time for further hearing;
- (d) On the date so fixed, the Regulatory Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder;
- (e) if the respondent pleads guilty, the Regulatory Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
- (f) if the respondent does not plead guilty and contests the complaint the Regulatory Authority shall direct him to produce the evidence and submit explanation;
 - (i) In case the Regulatory Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
 - (ii) In case the Regulatory Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;
 - (iii) On the date so fixed, the Regulatory Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that -

the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall

516
121

Draft

pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;

or

the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the Regulatory Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.

- (g) If any person fails, neglects or refuses to appear, or present himself as required before the Regulatory Authority, the Regulatory Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

36. Manner of filing a complaint with the adjudicating officer and the manner of holding an inquiry by the adjudicating officer.- (1) Any aggrieved person may file a complaint with the adjudicating officer for compensation under section 12, 14, 18 and 19 as per Form 'O' which shall be accompanied by a fee of rupees one thousand in the form of a demand draft drawn on a nationalized bank in favor of Regulatory Authority and payable at the main branch of that bank at the station where the seat of the said Regulatory Authority is situated.

(2) The adjudicating officer shall for the purposes of adjudging compensation follow summary procedure for inquiry in the following manner:

- (a) Upon receipt of the complaint the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the promoter;
- (b) The notice shall specify a date and time for further hearing;
- (c) On the date so fixed, the adjudicating officer shall explain to the promoter about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the promoter:
- (i) pleads guilty, the adjudicating officer shall record the plea, and award such compensation as he thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
- (ii) does not plead guilty and contests the complaint the adjudicating officer shall demand and explanation from the promoter;
- (d) In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
- (e) In case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him;

847
122

Draft

- (f) The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (g) On the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the promoter is-
 - (i) liable to pay compensation, the adjudicating officer may, by order in writing, order payment of such compensation, as deemed fit by the promoter to the complainant; or
 - (ii) not liable to any compensation, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (h) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

CHAPTER -IX

Budget and Report

37. Budget, accounts and audit.- The Regulatory Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in section 77 as per Form 'P'.

38. Report and Returns.- The Regulatory Authority shall prepare its annual report as provided in section 78 as per Form 'Q'

8-8
123

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FORM 'A'
[See rule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Regulatory Authority
Rajasthan, Jaipur

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at
_____ Tehsil _____ District _____ State _____.

1. The requisite particulars are as under:-

(i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / competent authority;

(ii) In case of individual -

(a) Name

(b) Father's Name

(c) Occupation

(d) Permanent address

(e) Photograph

OR

In case of firm / societies / trust / companies / limited liability partnership / competent authority -

(a) Name

(b) Address

(c) Copy of registration certificate

(d) Main objects

(e) Name, photograph and address of chairman of the governing body / partners / directors etc.

(iii) PAN No. _____;

(iv) Name and address of the bank or banker with which account in terms of section 4 (2)(I)(D) of the Act will be maintained _____;

(v) Details of project land held by the applicant _____;

519
124
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- (vi) Brief details of the projects launched by the promoter in the last 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 etc.
- (vii) Agency to take up external development works _____ Local Authority / Self Development;
- (viii) Registration fee by way of a demand draft dated _____ drawn on Rs. _____ bearing no. _____ for an amount of _____/- calculated as per sub-rule (3) of rule 3;
- (ix) Any other information the applicant may like to furnish.
2. I/we enclose the following documents in triplicate, namely:-
- (i) authenticated copy of the PAN card of the promoter;
 - (ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;
 - (iii) copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
 - (iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;
 - (v) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
 - (vi) 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 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;
 - (vii) 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;
 - (viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities,

520
125

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drinking water facilities, emergency evacuation services, use of renewable energy;

- (ix) 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;
- (x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
- (xi) 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;
- (xii) the number and areas of garage for sale in the project;
- (xiii) the number of open parking areas available in the real estate project;
- (xiv) the names and addresses of his real estate agents, if any, for the proposed project;
- (xv) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
- (xvi) a declaration in FORM 'B'.

3. I/We solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Dated:

Place:

Yours faithfully,
Signature and seal of the applicant(s)

FORM 'B'

[See rule 3(4)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGNED BY
THE PROMOTER OR ANY PERSON AUTHORIZED BY THE PROMOTER

Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. _____ promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated _____;

I, _____ Son/Daughter/Wife of _____ aged _____ R/o _____ promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

1. That I / promoter have / has a legal title to the land on which the development of the project is proposed

OR

_____ have/has a legal title to the land on which the development of the proposed project is to be carried out

AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

2. That the said land is free from all encumbrances.

OR

That details of encumbrances _____ including details of any rights, title, interest or name of any party in or over such land, along with details.

3. That the time period within which the project shall be completed by me/promoter is _____.

4. That seventy per cent of the amounts realised by me/promoter 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.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall be withdrawn 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

7. That I / promoter shall get the 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.

822
127

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8. That I / promoter shall take all the pending approvals on time, from the competent authorities.
9. That I / promoter have / has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I / promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

Verification

I _____ Son/Daughter/Wife of _____ aged _____ R/o _____ do hereby verify that the contents in para No. 1 to 10 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this _____ day of _____.

Deponent

823
128
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FORM 'C'
[See rule 6(1)]
REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under section 5 of the Act to the following project under project registration number _____.

(Specify Details of Project including the project address);

1. (in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ R/O _____ Tehsil _____ District _____
State _____;
OR

(in the case of a firm / society / company / competent authority) _____ firm /
society / company / competent authority _____ having its registered
office / principal place of business at _____.

2. This registration is granted subject to the following conditions, namely:-

(i) The promoter shall enter into an agreement for sale with the allottees as provided in 'Form G';

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;

(iii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;

(iv) The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;

(v) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.

3. If the above mentioned conditions are not fulfilled by the promoter, the Regulatory Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

524
129

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FORM 'D'
[See rule 6(2), rule 7(4); rule 8]

Intimation of
Rejection of Application for Registration of Project / Rejection of Application for
Extension of Registration of Project / Revocation of Registration of Project

From:

The Real Estate Regulatory Authority,
Rajasthan, Jaipur

To

Application/Registration No.: _____

Dated: _____

You are hereby informed that your application for registration of your project is rejected.

OR

You are hereby informed that your application for extension of the registration of your project is rejected.

OR

You are hereby informed that the registration granted to your project is hereby revoked.
for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorized Officer

Real Estate Regulatory Authority

FORM 'E'
[See rule 7(i)]

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525
130

Application for Extension of Registration of Project

From:

To

The Real Estate Regulatory Authority,
Rajasthan, Jaipur

Sir,

I/We hereby apply for renewal of registration of the following project:

_____ registered with the Regulatory Authority vide Project Registration Certificate bearing No. _____, which expires on _____.

As required I/we submit the following documents and information, namely:-

(i) A demand Draft No. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as extension fee as provided under sub-rule (2) of rule 7;

(ii) Authenticated Plan of the project showing the stage of development works undertaken till date;

(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project _____;

(iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the regulatory authority;

(v) The original project registration certificate; and

(vi) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully,
Signature and seal of the applicant(s)

82/6
31

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FORM 'F'
[See rule 7(4)]

Certificate for Extension of Registration of Project

This extension of registration is granted under section 6 of the Act, to the following project:

_____ registered with the regulatory authority vide project registration certificate bearing No. _____ of _____

1. (in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ Tehsil _____ District _____
State _____;

OR

(in the case of a firm / society / company / competent authority) _____ firm /
society / company / competent authority _____ having its registered
office/principal place of business at _____

2. This renewal of registration is granted subject to the following conditions, namely:-

- (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;
- (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;
- (iii) The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
- (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (v) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the regulatory authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

527
132
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FORM 'G'
[See rule 9]

Agreement for Sale

Space for color
photograph of
Allottee/ First
Allottee

Space for color
photograph of
the authorized
signatory of
Promoter

This Agreement for Sale ("Agreement") is executed on this day of
Two thousand and at

By and Between

M/s a company incorporated under
the provisions of the Companies Act, 1956/ 2013 and having its registered office at
..... (address of the registered office of the
promoter) (PAN-.....) here-in-after called to as the "**Promoter**" through its Director
Mr/Ms. vide company resolution letter dated (which
expression shall, unless it be repugnant to the context or meaning thereof be deemed to
mean and include, its representatives, assignees, legal successor(s) in interest) of the
ONE PART.

OR

M/s a partnership firm, duly registered and
existing under the provisions of the Indian Partnership Act, 1932, having its principle
place of business at (PAN-.....) through the partner
Mr./Ms. duly authorized vide
authority letter dated passed and signed by all the partners
constituting the firm, (Copy enclosed) (here-in-after referred to as the "**Promoter**", which
expression shall, unless repugnant to the context or meaning thereof be deemed to
mean and include their legal successor(s), administrators, executors successors &
permitted assignees including those of the respective partners) of the **ONE PART.**

OR

Mr./Mrs./Ms. Son/ Daughter/ Wife of Mr.
R/o. (PAN-.....) (here-in-after singly/ jointly, as
the case may be, referred to as the "**Promoter**", which expression shall, unless
repugnant to the context or meaning thereof be deemed to mean and include their legal
successor(s), administrators, executors successors & permitted assignees) of the **ONE
PART.**

528
133

Draft

AND

Mr./Mrs./Ms..... Son/ Daughter/ Wife of Mr.
R/o.....(PAN-.....) (here-in-after singly/ jointly, as
the case may be, referred to as the "Allottee(s)", which expression shall, unless
repugnant to the context or meaning thereof be deemed to mean and include their legal
successor(s), administrators, executors successors & permitted assignees) of the
OTHER PART.

OR

M/s a partnership firm, duly registered and
existing under the provisions of the Indian Partnership Act, 1932, having its principle
place of business at(PAN-.....) through the partner
Mr./Ms..... duly authorized vide
authority letter dated passed and signed by all the partners
constituting the firm, (Copy enclosed) (here-in-after referred to as the "Allottee(s)",
which expression shall, unless repugnant to the context or meaning thereof be deemed
to mean and include their legal successor(s), administrators, executors successors &
permitted assignees including those of the respective partners) of the **OTHER PART.**

OR

M/s a Company
incorporated under the provisions of the Companies Act, 1956 / 2013 having the
registered office at(PAN-.....) through Mr.
....., its authorized signatory who has been duly
empowered vide Board Resolution dated (here-in-after jointly and
severally, as the case may be, being the allottee(s) of the Unit here-in-after, referred to
as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning
thereof be deemed to mean and include their legal successor(s), administrators,
executors successors & permitted assignees) of the **OTHER PART.**

OR

Mr./ Ms. Son/ Daughter/ wife of.....
aged..... for self and as the Karta of the HUF, having its place of business/
residence at.....(PAN-.....) (here-in-after referred to as,
"Allottee(s)", which expression shall, unless repugnant to the context or meaning
thereof be deemed to mean and include him and each of the members constituting the
HUF their Heirs, administrators, executors, successors & permitted assignees) of the
OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

The Promoter and the Allottee(s) shall here-in-after be collectively referred to as "Parties" and individually as "Party".

INTERPRETATIONS/ DEFINITIONS : -

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto -

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- (b) "Brochure" means the brochure showing the details and specifications of the Project as circulated by the Promoter at the time of booking of Apartment or Flat or Building, as the case may be;
- (c) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (d) "Interest" means the interest payable at the rate specified in the rules;
- (e) "Para" means a Para of this Agreement;
- (f) "Prospectus" means the prospectus showing the details and specifications of the Project as circulated by the Promoter at the time of booking of Apartment or Flat or Building, as the case may be;
- (g) "Maintenance society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (h) "Regulation" means the Regulation made under the Act;
- (i) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2016;
- (j) "Schedule" means the Schedule attached to this Agreement.
- (k) "Section" means the section of the Act;

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Rajasthan Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Rajasthan Act No 18 of 2009)

830
135

Draft

or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. the Promoter is in lawful possession of the land situated at
City.....District with a total area admeasuring of
square meters (here-in-after referred to as 'Land' and more fully described in
the Schedule-I).

B. the Promoter has a legal title to the Land with legally valid documents and is
lawful owner of the land. The Land was purchased by the Promoter from
..... or from Development Authority/ Urban
Improvement Trust/ Municipal Corporation/ Council / Board in
auction, as stated in the Conveyance deed/ Lease-deed dated
registered on in the office of Sub- Registrar in its Book
No. Volume No. at Page No..... bearing Serial No.
and an additional copy of the same was also pasted in its additional Book No.
..... Volume No. at Page No.

OR

the owner of the Land is Mr./Mrs./M/s.....Son/ wife/ Daughter of
..... R/o.....
The Land was purchased by such owner from or from
..... Development Authority/ Urban Improvement Trust/ Municipal
Corporation/ Council / Board in auction, as stated in the
Conveyance deed/ Lease-deed dated , registered on
in the office of Sub- Registrar in its Book No. Volume No.
..... at Page No..... bearing Serial No. and an additional copy of the
same was also pasted in its additional Book No. Volume No. at
Page No. the consent of such owner of the Land has been taken and as
such a collaboration agreement/development agreement /joint development
agreement has been entered into between the Promoter and the aforesaid
owner of the Land for developing the Project and such agreement has been
registered on in the office of Sub- Registrar in its Book
No. Volume No. at Page No..... bearing Serial No.
and an additional copy of the same was also pasted in its additional Book No.
..... Volume No. at Page No.

C. the Land is free from all encumbrances.

OR

the details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under :-

.....
.....
.....

D. the Promoter has conceived , planned and is in the process of constructing and developing a real estate project known as '.....', (here-in-after referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring square meters situated at and latitude & longitude of the end points of the Project are respectively. The location details are fully described in the **Schedule-I**.

E. the Project has been registered with the Real Estate Regulatory Authority on dated..... and the Project Registration Certificate No. is This registration is valid for a period of..... years commencing from..... and ending with..... unless renewed by the Regulatory Authority. The details of the Promoter and Project are also available in the website (www.....) of the Regulatory Authority.

F. the layout plan/ site plan of the Project (..... Phase / whole Project) has been sanctioned vide No..... dt..... by the (competent authority), and copy of which is enclosed as **Schedule-2**.

G. approval of specifications of the Project and permission of building construction upto.....meters height (.....floor) under the relevant legal provisions has been accorded vide No..... date..... by the (competent authority). The specifications of the Project are as under :-

.....
.....
.....
.....

H. the commencement certificate for the project has been issued vide No dated..... by the (competent authority)

842
137

Draft

- I. the details of the number, type and carpet area of Apartments for sale in the Project, as required under clause (ii) of sub-section (2) of section 4, are as under:-

Type of Apartments	Total No. of Apartments	Carpet area of each Apartment

- J. the details of the number and areas of garage for sale in the Project, as required under clause (i) of sub-section (2) of section 4, are as under:-

Total No. of garage	Area of each garage

- K. the open parking areas available in the Project is

- L. the details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in **Schedule-3**.

- M. the details of 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 etc., as required under clause (e) of sub-section (2) of section 4, are as under :-

.....

- N. the details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under :-

.....

533
138

Draft

O. the details of other external development works to be taken for the Project are as under :-

.....

.....

.....

P. the Stage wise **time-schedule of completion** of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed

Q. temporary fire NOC for the Project has been accorded by the..... vide No..... dated.....

R. the Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date.....

S. Environmental Clearance from the department concerned has been obtained or the Project.

T. Public Health & Engineering Department has also given NOC for developing the Project

U. the Promoter has opened a separate account in Bank in Branch for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

V. the Allottee(s), being aware of the Project and details given above as well as in the advertisements about the Project made by the Promoter and details given in the prospectus or the brochure about the Project which has been circulated by the Promoter and on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (here-in-after referred to as the 'Unit') in the Project vide his/her/their/its application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make

514
139

Draft

timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

W. on application as aforesaid, the Allottee(s) has been allotted Apartment No. having built-up area of square feet, type , on floor in tower/block/building no..... along with garage/ closed parking no. admeasuring sq. ft. in the (location), as permissible under the applicable law and of *pro-rata* share in the common areas.

OR

on application as aforesaid, the Allottee(s) has been allotted Plot No. having area of sq. mtr. and plot for garage/ closed parking admeasuring sq. mtr. in the (location), as permissible under the applicable law and of *pro-rata* share in the common areas.

X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY,-

1- **Description of the Unit:-** (a) Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit and garage/ closed parking (if applicable) as specified in para 'W'

(b) It is made clear that the built-up area of the Unit as mentioned above is tentative and is subject to some change till the completion of construction of the Project. It is also made clear that any change or additions or alterations in the sanctioned plan or specifications or nature of fixtures etc. shall be made in accordance with the term & condition No. 7(b).

(c) The Allottee(s) shall have exclusive ownership of the Unit along with closed car parking/ garage as specified in para 'W'.

(d) The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them.

(e) The allotted car parking space/ closed car parking/ garage No..... admeasuring square meters assigned to the Allottee(s) shall be

Draft

understood to be together with the Unit and the same shall not have any independent legal entity detached or independent from the said Unit.

(f) The reserved car parking spaces or garages or any un-allotted car parking spaces or garages in the Project shall form part of common areas and facilities.

2- **Sale Price:-** (a) The sale price of Rs. (in words, Rupees.....) of the aforesaid Unit No..... **(Total Consideration)** payable by the Allottee(s) to the Promoter includes the basic sale price and other charges, details of which are as under :-

Block/ Building/ Tower no..... Apartment no. Type..... Floor.....

Item*	Rate	Amount in Rs.
Total Consideration		

* Break-up as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

(AND) (if/as applicable)

Garage/ closed parking-1	Price (in Rs.)
Garage/ closed parking-2	Price (in Rs.)

(OR)

Plot No.	Rate per sq. meter
Type	
Location	
Area	Amount

(b) The Total Consideration above includes the booking amount of Rs..... (Rupees.....) as paid by the Allottee(s) to the Promoter as mentioned in para 'V'.

(c) The Total Consideration above includes also taxes (consisting of tax paid or payable by the Promoter by way of VAT, Service Tax and Cess or any other similar Taxes which may be levied, in connection with the construction of the Project payable by the Promoter) upto the date of the handing over the possession of the Unit.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced in accordingly.

536
5/41

Draft

Provided further that the Total Consideration of the Unit includes: (i) *pro rata* share in the Common Areas and (ii) _____ garage(s)/ closed parking(s) as provided in this Agreement.

(d) Total Consideration above does not include the stamp duty and registration charges for sale deed of the Unit, Club-House membership charges, maintenance charges and all other outgoing charges.

(f) That the computation of the price of the Unit includes price of land, construction of, not only the Apartment but also, the Common Areas, charges/expenses for internal development works and external development works, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the Common Areas etc. and includes cost for providing all other facilities as provided within the Project.

(g) The Total Consideration is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

(h) As per sanctioned plan of the Project, the Promoter undertakes to develop a Club-House for recreational purposes for the Allottee(s) and other occupants in the Project. The Club-House facilities may be used by the Allottee(s)/ inhabitants in terms of the conditions as laid-down in the building bye-laws of the Local Authority. The Promoter shall be entitled to receive an amount of Rs..... / or @ Rs..... per sq. ft. from the Allottee(s) towards his/her permanent membership of the Club-House. However, the ownership of the said Club-House shall vest in the Promoter subject to the provisions of prevailing building bye-laws. Further the Allottee(s) shall liable to pay the Club-House user and maintenance charges separately as per the applicable rates and agree to abide by the rules and regulations formulated by the maintenance society for proper management of the Club-House.

(i) The aforesaid Total Consideration includes the proportionate cost of fire-fighting and fire-safety equipments as required by the existing rules and regulations. If due to any subsequent legislation/Government order, directives, guidelines or change/amendments in Fire Codes including the National Building Code, additional fire safety measures are undertaken then the Allottee(s) undertakes to pay, within 30 days from the date of written demand alongwith copies of notifications/orders by the Promoter, such additional expenditure incurred thereon in proportion to the built-up area of his /her/their/its Unit to the total built-up area of all the Unit in the Project.

(j) Total Consideration payable shall be recalculated (in case of an Apartment) upon confirmation of the final built-up-area of the Unit after construction of building is complete and occupancy certificate is granted by the competent authority. The Promoter shall also furnish of details of the changes, if any, in the built-up area. Any increase or reduction in the built-up-area of the said Unit shall be payable or refundable with interest and on the same rate per square feet as agreed herein above within 45 days.

- 3- **Payment Plan :-** (a) As mentioned in para 'v' above, the Promoter has already received and advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupees only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 4) out of the Total Consideration of Rs. and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. of the Total Consideration strictly in accordance with the payment plan given below :-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Consideration as calculated under Term & Condition No. 2(a)	Amount in Rs.

(b) The installments/ amount payable by the Allottee(s) shall be paid within stipulated time as mentioned above on demand by the Promoter through account payee cheque/ demand draft or online payment (as applicable) in favor of If the Allottee(s) make(s) delay or default in making payment of any due installments and/or any other amount payable by him/her/them/it, the Allottee(s) shall be liable to pay interest to the Promoter on all such amounts and installment from the date of default till payment to the Promoter. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

(c) The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been propped. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

(d) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (a) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the

538
143

Draft

Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(e) The Promoter shall have the right to adjust/ appropriate the installment amount received from the Allottee(s) first towards the interest and other sums if any, due from the Allottee(s) and the balance, if any, towards the Total Consideration. If the Allottee(s) is aggrieved by such adjustment / appropriation and such adjustment/ appropriation is not in accordance with the terms of this Agreement, the Allottee(s) may approach the Regulatory Authority.

(f) The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the Unit in any way and the Promoter shall issue the payment receipts in favor of the Allottee(s) only.

4- **Construction of building and possession :-** (a) The Allottee has seen the specifications of the Unit, floor plans, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, density norms, completion of external/ internal development works and provisions prescribed by the applicable law and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

(b) **Schedule for possession of the Unit :-** The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Unit on or before dated (the date shall be within a period of two months of the occupancy certificate as provided under sub-section (1) of section 19), unless there is delay or failure due to "Force Majeure" conditions (i.e. war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature) affecting the regular development of the Project. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee(s) within 45 days from that date. Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

(c) The Promoter, shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two months from the date of issue

529
144
Draft

of such notice and the Promoter shall give possession of the Unit to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance society, as the case may be.

(d) After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Maintenance society or the competent authority, as the case may be, as per the local laws.

(e) If the Promoter fails to comply or is unable to give possession of the said Unit in accordance with the terms of this Agreement or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there-under, the Allottee(s) shall be entitled to claim the refund of amount paid along with interest and the compensation as may be decided in the manner as provided under the Act, from the Promoter.

(f) Failure to take possession :- Upon receiving a written intimation from the Promoter the Allottee(s) shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation in accordance of this Agreement and the Promoter shall give possession of the Unit to the Allottee(s). In the event of the failure of the Allottee(s) to take over the possession as aforesaid then the Promoter shall have the option to cancel this Agreement and the Promoter may without prejudice to its rights under any of the clauses of this Agreement, decide to condone the delay by the Allottee(s) in taking over the said Unit on the condition that the Allottee(s) shall pay to the Promoter the following amount:-

(i) Interest on the amount due as mentioned in the notice for possession from the due date till date of the payment.

(ii) Maintenance charges from the demand date of possession as per notice of possession.

(g) Cancellation by Allottee(s) - The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment as mentioned in para 'V' above. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within 45 days of such cancellation.

540
145

Draft

- 5- **Functions and duties of the Promoter:-** (a) The Promoter shall be responsible for all obligations, responsibilities and functions under the provisions of the Act or the rules and regulations made there-under or to the Allottee(s) as per this Agreement, or to the maintenance society, as the case may be, till the conveyance of all the Units, to the allottees, or the common areas to the maintenance society 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 Unit, to the allottees are executed.

(b) The Promoter shall 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 Allottee(s) and to the Maintenance Society;

(c) The Promoter shall be responsible to obtain the lease certificate, where the 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 Maintenance Society;

(d) The Promoter shall be responsible for providing and maintaining the essential services, on reasonable charges, till the taking over of the maintenance of the project by the Maintenance Society;

(e) The Promoter shall enable the formation of Maintenance Society (an association or society or co-operative society, as the case may be, of the Allottee(s), or a federation of the same), under the laws applicable;

Provided that in the absence of local laws, the Maintenance Society, shall be formed within a period of three months of the majority of the allottees having booked their Units, in the Project;

(f) The Promoter shall execute a registered conveyance deed of the Unit, in favour of the Allottee(s) along-with the undivided proportionate title in the common areas to the maintenance society or competent authority, as the case may be, as provided under section 17 of the Act;

(g) The Promoter shall pay all outgoing until he transfers the physical possession of the Project to the allottees or the Maintenance Society, 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). If the Promoter fails to pay all or any of the outgoing collected by him from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Project to such allottees, or the Maintenance Society, 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) The Promoter shall not mortgage or create a charge on the said Unit, after the execution of this Agreement and if any such mortgage or charge is made or created then, it shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Unit;

(i) The Promoter shall execute a registered conveyance deed in favour of the Allottee(s) along with the undivided proportionate title in the common areas to the Maintenance Society or the Competent Authority, as the case may be, and hand over the physical possession of the Unit, to the Allottee(s) and the common areas to the Maintenance Society or the Competent Authority, as the case may be, in a Project, and the other title documents pertaining thereto within three months from date of issue of occupancy certificate.

(j) The Promoter may cancel the allotment only in terms of this Agreement:

Provided that the Allottee(s) may approach the Regulatory Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of this Agreement, unilateral and without any sufficient cause.

6- Obligations of the Promoter regarding veracity of the Advertisement or Prospectus. regarding the Project :-

The Allottee(s) has made an advance or a deposit on the basis of the information contained in the notice advertisement or prospectus (copy of which attached as Schedule-4), and on the basis of model of Unit, if the Allottee(s) 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 the Act:

Provided that if the Allottee(s) affected by such incorrect, false statement contained in the notice, advertisement or prospectus, or the model Unit, as the case may be, intends to withdraw from the Project, he shall be returned his entire investment along with interest and the compensation in the manner provided under the Act.

7- Adherence to sanctioned plans and Project specifications by the Promoter:-

(a) The 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.

(b) The Promoter shall not make 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 Unit without the previous written consent of the Allottee(s).

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act.

842
147

Draft

(c) 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 this Agreement 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

- 8- **Transfer of the Project to a third party :-** (a) The Promoter shall not transfer or assign his majority rights and liabilities in respect of a Project to a third party without obtaining prior written consent from two-third allottees, except the promoter, and without the prior written approval of the Regulatory Authority:

Provided that such transfer or assignment shall not affect the allotment or sale of the Unit in the Project made by the erstwhile Promoter.

Note:- Here the number of allottees shall be considered as per Explanation given in sub-section (1) section 15.

(b) On the transfer or assignment being permitted by the Allottee(s) and the Regulatory Authority the intending Promoter shall be required to independently comply with all the pending obligations under the provisions of the Act or the rules and regulations made thereunder, and the pending obligations as per this Agreement entered into by the erstwhile Promoter with the Allottee(s):

Provided that such transfer or assignment shall not result in extension of time to the intending Promoter to complete the Project and he shall be required to comply with all the pending obligations of the erstwhile Promoter, and in case of default, such intending Promoter shall be liable to the consequences of breach or delay, as the case may be, as provided under the Act or the rules and regulations made thereunder.

- 9- **Obligations of the Promoter regarding Insurance of the Project:-** (a) The Promoter shall obtain all such insurances notified by the State Government, as required under sub-section(4) of section 16.

(b) The Promoter shall be liable to pay the premium and charges in respect of the insurance and shall pay the same before transferring the insurance to the Maintenance Society.

(c) The insurance shall stand transferred to the benefit of the Allottee(s) or the Maintenance Society as the case may be, upon the execution of this Agreement.

(d) On formation of the Maintenance Society, all documents relating to the insurance shall be handed over to the Maintenance Society.

- 10- **Rights, duties and responsibilities of Allottee(s) :-** (a) The Allottee(s) shall be entitled to obtain the information relating to sanctioned plans, layout plans along with the specifications of the Project, approved by the Competent Authority and such other information as provided in the Act or the rules and regulations made thereunder or this Agreement.

A-2
148

Draft

- (b) The Allottee(s) shall be entitled to know stage-wise progress of completion of the Project, including the provisions for water, sanitation, electricity and other amenities and services in accordance with the terms and conditions of this Agreement.
- (c) The Allottee(s) shall be entitled to claim the possession of Unit, and the Maintenance Society shall be entitled to claim the possession of the common areas, as per the declaration given by the Promoter under sub-clause (C) of clause (I) of sub-section (2) of section 4.
- (d) The Allottee(s) shall be entitled to claim the refund of amount paid along with interest and compensation in the manner as provided under the Act, from the Promoter, if the Promoter fails to comply or is unable to give possession of the Unit, in accordance with the terms of this Agreement or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- (e) The Allottee(s) shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the Unit by the Promoter.
- (f) The Allottee(s), shall be responsible to make necessary payments in the manner and within the time as specified in this Agreement 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/ lease rent, and other charges, if any.
- (g) The Allottee(s) shall be liable to pay interest, for any delay in payment towards any amount or charges to be paid under this Agreement.
- (h) The obligations of the Allottee(s) and the liability towards interest under clause (f) and clause (g), respectively, of this term & condition may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- (i) The Allottee(s) shall participate towards the formation of a Maintenance society.
- (j) The Allottee(s) shall take physical possession of the Unit, within a period of two months of the occupancy certificate issued for the said Unit, after depositing all dues to the Promoter and fulfilling necessary formalities.
- (k) The Allottee(s) shall participate towards registration of the conveyance deed of the Unit, as provided under sub-section (1) of section 17 of the Act.

11- Responsibilities of the Allottee(s) after taking possession:- (a) The Allottee(s) shall, after taking the possession of the Unit, be solely responsible to maintain the said Unit at his/her own cost, in good condition and shall not be cause to be done anything in or to the said Unit, or the staircases, common passages, corridors, circulation areas etc. which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support shelter etc. of the building or pertaining to the said Building/Project in which the said Unit is located is not in any way damaged or jeopardized.

244
149

Draft

- (b) It is further agreed by the Allottee(s) that all fixture and fitting including but limited to air conditioners coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Maintenance Society and nowhere else. The Allottee(s) shall also not change the color scheme of the outer walls or painting of the exterior side of the doors and windows etc. or carryout any change in the exterior elevation for design. The non-observance of the provisions of this clause shall entitle the Promoter or Maintenance society, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- (c) The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Society and that any external agency would be detrimental to the interest of the Unit's/ Building's maintenance and upkeep.
- (d) The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules issue from time to time by the Maintenance Society in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- (e) The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/ front balcony / lawn/ roof-top/ terrace under his/her/its use.
- (f) Entry regulation:- it is in the interest of the Allottee(s), to help the Maintenance Society in effectively keeping the Unit and/or the Project secured in all ways. For the purpose of security, the Maintenance Society would be free to restrict and regulate the entry of visitors into the Building/Project.
- (g) The Allottee(s) shall not use the said Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose. The Allottee(s), for himself/herself/themselves with intention to bring all persons into whomsoever hands the said Unit may come, also undertakes that,-
- (i) Not to store in the said Unit any goods which are of hazardous, combustible or dangerous nature or use so heavy as to endanger the construction or structure of the building and shall not carry or cause to be carried heavy package, which may damage or are likely to damage the staircase, common passage or any other structure of the said building including the entrance of the building.
 - (ii) Not to damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the said Unit without the prior written permission of the Promoter and/or the Maintenance Society.
 - (iii) Not to do or permit to be done any act or thing which may render void or voidable in any insurance of the said Unit and the building in which the said Unit is situated become payable in respect of the said building and/or the said Unit.
 - (iv) Not to throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said Unit in the compound or any portion of the said property and the building in which the said Unit is situated.
- (h) Signage:- the Allottee(s) shall not be entitled to display or affix sign or sign board on any outer walls of the building or the Unit or the common portion save to the extent at the place specified from time to time by the Promoter/Maintenance Society.

548
150

Draft

(i) Taxes and levies:- The Allottee(s) shall be liable to pay from the date of his/her/their/its possession house-tax/property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said unit of the Allottee(s) is not separately assessed to such taxes, fees or cesses, the same shall be paid by the Allottee(s) in proportion to the built-up area of said Unit.

(j) Alteration in the Unit:- The Allottee(s) shall not make any such additions in the Unit so as to cause blockage or obstruction in the Common Area and facilities within the Building/Project and/or to cause any structural damage or encroachment to the structure of the Building in the Project. The Allottee(s) however undertakes that it shall not divide/sub-divide the Unit in any manner.

(k) Power Backup:- The power back up facility shall be usage based and the Allottee(s) shall regularly pay its proportionate share of costs, charges, expenses etc. incurred by the Maintenance society in providing the same.

12. Right of Allottee(s) to use common areas and facilities subject to payment of total maintenance charges:- The Allottee(s) hereby agrees that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance society and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance society from time to time.

13. Right to enter the Unit for repairs:- The Promoter / Maintenance Society shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Maintenance Society to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. Use of Basement and Service Areas:- The basement(s) and service areas, if any, as located within the..... (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Maintenance Society for rendering maintenance services.

15. Compliance of laws, notifications etc. by Allottee(s):- The Allottee is entering into this Agreement for the allotment of an Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Unit all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/ her own cost.

546
151

Draft

16- **Maintenance Society** :- (a) That on completion of the entire building/project or within a period of three months of the majority of allottees having booked their Units in the Project, whichever is earlier, the Promoter shall cause to form a Maintenance society (either under Societies Registration Act, or Cooperative Society Act or any other law for the time being in force) for responsibilities of maintenance of common amenities and common services in the Project.

(b) Cost of maintenance of all the facilities / equipments shall be borne by the Maintenance society on behalf of the members. Until the maintenance society comes into existence, the Promoter shall render such services and charge to the members individually from the respective dates of possessions. These include, inter- alia , -

- (i) All maintenance, cleaning, repairing, servicing, replacement etc. including that of main structure gutters, fresh water and rain water pipes, drains and sewage water storage tanks, cleaning and maintaining lighting in the passages, main entrance, landing staircases, passages, driveways, garden/ lawn and other parts of common areas.
- (ii) Ensuring uninterrupted supply of essential services of common use like of lifts, fire fighting system water and electricity including water pumps and other electrical installation by periodic servicing and keeping running spares with log books maintained.
- (iii) Maintaining, coloring and decorating / re-decorating exterior of the building and compound walls.
- (iv) Requisite security personnel with efficient work performance.
- (v) All other kind of incidental, ancillary, betterment & redevelopment common expenses.

(c) The Allottee(s) agrees and undertakes that in the event of process of formation of Maintenance society, he shall be bound to join, subscribe and become a member of the Maintenance Society. The Allottee(s) has undertakes that he shall at all times sign and execute the application for registration and all other documents necessary for the formation and registration of the Maintenance Society including its bye-laws in accordance to the provisions of law for the time being in force in this regard and shall duly fill in, sign and return to the Promoter within 10 (ten) days of the same being forwarded by the Promoter to the Allottee(s). The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bye-laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the formation of the Maintenance Society, it shall be the sole responsibility of the society, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of combined expenses and outgoings for the common amenities and common services recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and services and other dues to the Maintenance Society, from time to time & regularly.

17- Sale Deed :- The sale deed (conveyance deed) shall be executed and got registered and title of the Unit together with proportionate indivisible share in common areas shall be conveyed by the Promoter in favor of the Allottee(s) within a period of three months from the date of issue of occupancy certificate, subject to payment of entire sale consideration, and interest, if any, and all other dues of the Promoter by the Allottee(s) in terms of this Agreement which shall be demanded by the Promoter at the time of offer of possession and subject to compliances of all other relevant terms and conditions of this Agreement. The cost of stamp duty, registration charges and other incidental charges/ expenses will be borne by the Allottee(s).

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favor till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority.

18- Loan/Finance :- The Promoter shall have the right and authority to raise finance, loan from any financial institution/ Bank by way of mortgage/ charge/ securitization of receivables or in any other mode or manner by charge/ mortgage of the said Project subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of sale deed. The Promoter shall obtain an NOC from the concerned Bank/ Financial Institution to execute Agreement to Sale in favour of the Allottee(s).

However, the Promoter, after the execution of this Agreement, shall not mortgage or create a charge on the Unit 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(s) who has taken or agreed to take such Unit;

19- Representations and Warranties of the Promoter :- The Promoter hereby represents and warrants to the Allottee(s) as follows :-

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
(In case the Promoter is not owner of the Land, give details of collaboration with such owner)
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances)
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Unit;

548
153

Draft

(In case litigation, give details)

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas to the Maintenance Society;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

20- Compliance of laws relating to remittances :- If the Allottee(s) are non-resident Indian or a foreign national of Indian origin then it shall be his/her/their/its responsibilities to fully comply with all the provisions of the Foreign Exchange Management Act, 1999 ('FEMA') Reserve Bank of India Act, 1934 ('RBI' Act), any rules and/or guidelines made/ issued there under and all other applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India. The Allottee(s) shall be responsible for any failure to comply with the applicable provisions of FEMA, RBI Act and/ or any rules or guidelines made there under. In the event of change of the residential status of the Allottee(s) subsequent to the execution of this Agreement, he shall immediately intimate the same to the Promoter and comply with necessary formalities if any, under the applicable laws.

21-Events of defaults by Promoter and consequences:- (a) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

549
154

Draft

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects;

OR

The Promoter fails to provide possession of the plot, as developed in all respects, to the Allottee(s) within the time period specified;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder

(b) In case of Default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for every month of delay till the handing over of the possession of the Unit.

22- Events of defaults by Allottee(s) and consequences:- (a) The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments as per the Payment Plan stated above, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Unit in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount as mentioned in para 'v' and the interest liabilities and this Agreement shall thereupon stand terminated.

850
155

Draft

(b) Aggrieved from any action of the Promoter the Allottee(s) may approach the Regulatory Authority for relief if such action is not in accordance with the terms & conditions of this Agreement, unilateral and without any sufficient cause.

- 23- Purchase not dependent on financing contingency :-** The Allottee(s) may obtain finance from any financial institution, bank or any other source but the Allottee(s) obligation to purchase the said Unit and making of all payments pursuant in this Agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the Allottee(s) will remain bound under this Agreement whether or not the Allottee(s) has/have been able to obtain financing for the purchase of the said Unit.
- 24- Timelines for refund.-** Any refund of monies along with the applicable interest and compensation, if any, payable by the Promoter in terms of the Act or the rules and regulations made thereunder and this Agreement, shall be payable by the Promoter to the Allottee(s) within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due.
- 25- Binding effect :-** (a) Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until firstly, the Allottee(s) signs and deliver this Agreement with all the Schedules at the address of the Promoter along with the payments due as stipulated in the payment plan within 30 days from the date of receipt by the Allottee(s) of this Agreement and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter.
- (b) If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee(s), allotment shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever..
- 26- Entire Agreement :-** (a) This Agreement along with its preamble, recital, schedules and the terms and conditions contained in this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions (not being inconsistent with the provisions of the Act and rules/regulations made thereunder) must be set forth in writing in a separate Agreement signed between the Parties.
- (b) Any application letter, allotment letter or any other document signed by the Allottee(s), in respect of the Unit, prior to the execution and registration of this Agreement for such Unit, shall not be construed to limit the rights and interests of

156
SSA

Draft

the Allottee(s) under this Agreement or under the Act or the rules or the regulations made thereunder.

- 27- Provisions of this Agreement applicable occupiers/subsequent allottees:-** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Unit/ Building/ Project shall equally be applicable to and enforceable against any and all occupiers, tenants, and/or subsequent allottees/ assignees of the said Unit and the Promoter as the said obligations go along with the said Unit for all intents and purpose.
- 28- Waiver not a limitation to enforce:-** (a) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of that provision or any other provision of this Agreement. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.
- (b) The exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- 29- Severability :-** If any provision of this Agreement shall be determined to be illegal, invalid or unenforceable under any law for time being in force, such provisions shall be deemed amended or deleted in so far as inconsistent with the purpose of this Agreement and to the extent necessary to conform to the provision of law for the time being in force and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of this Agreement.
- 30- Method of calculation of proportionate share wherever referred to in the agreement :-** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the built-up area of the Unit bears to the total built-up area of all the Unit in the Project.
- 31- Brokerage :-** In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said Unit for the Allottee(s) the Promoter shall in no way whatsoever be responsible or liable therefor and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the said Unit.
- 32- Further assurances:-** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction

157
552

Draft

contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

33- Counterparts :- Two copies of this Agreement shall be executed in two originals and the Promoter shall retain the first and send the second executed copy to the Allottee(s) for his/her reference, record and use.

34- Place of execution :- The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office at....., or at some other place, which may be mutually agreed between the Parties, inafter the Agreement is duly executed by the Parties or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at

35- Notices :- (a) All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses specified below :-

M/s	Allottee(s)

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered/ speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

(b) That in case there are Joint Allottees all communications shall be sent by the Promoter to the allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

36- Governing law :- That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

37- Disputes :- (a) All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

158

583

Draft

(b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on

Passport size photograph (First- Allottee)	Passport size photograph (Second- Allottee)	Passport size photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

159
554

Draft

Signed and delivered by the within named Promoter in the presence of witnesses at
..... on

<u>PROMOTER</u>
For and on behalf of M/s
Name
Signature
Designation

<u>WITNESSES</u>
1- Signature
Name
Address
2- Signature
Name
Address

160
555

Draft

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

1	Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area		

OR

Name of Scheme/Colony and City	Plot No.	Area (in meters)

2- The piece and parcel of the plot of land in site is bounded on the :-

In North

In South

In East

In West

And measuring

North to South

East to West

3- Latitude/ Longitude of the end points of the Project

In North

In South

In East

In West

4- Other details of the location of the Project

5- Location Map

161
556

Draft

SCCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-1

Details of land holdings of the Promoter and location of the Project

Name of the owner/holder and Address	Area in Sqm.	Area in Acres

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project along with details of common areas, facilities and amenities)

SCHEDULE-4

(Copies of notice Advertisements, Brochure and Prospectus with regard to specifications , facilities, amenities, internal/external development works etc. circulated by the Promoter at time of booking of Units in the Project)

162
559
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FORM 'H'
[See rule 10(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority
Rajasthan, Jaipur

Sir,

I/We hereby apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the _____ Union territory in terms of the Act and the rules and regulations made thereunder,

1. (in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ Tehsil _____ District _____
State _____;

OR

(in the case of a firm / society / company) _____ firm / society / company
_____ having its registered office / principal place of business at
_____.

2. The requisite particulars are as under:-

(i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;

(ii) In case of individual -

(a) Name

(b) Father's Name

(c) Occupation

(d) Permanent address

(e) Photograph

OR

In case of firm / societies / companies -

(a) Name

(b) Address

(c) Copy of registration certificate

(d) Major activities

(e) Name, photograph and address of partners / directors etc. Draft

163
558

Draft

- (iii) Income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effects;
 - (iv) Particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (v) Authenticated copy of the address proof of the place of business;
 - (vi) Details of registration in any other State or Union territory;
 - (vii) Any other information the applicant may like to furnish.
3. I/we enclose the following documents along with, namely:-
- (i) Demand Draft No. _____ dated _____ for a sum of Rs. _____, in favour of _____ drawn on _____ bank as registration fee as per sub-rule (2) of rule 10;
 - (ii) Income tax returns of the last 3 years or declaration as the case may be;
 - (iii) Authenticated copy of the PAN card of the real estate agent; and
 - (iv) Authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;
4. I/we solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Dated:
Place:

Yours faithfully,
Signature and seal of the applicant(s)

164
559

Draft

FORM 'I'
[See rule 11(1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 of the Act with registration certificate bearing No. _____ to -
(in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ Tehsil _____ District _____
State _____;
OR
(in the case of a firm / society / company) _____ firm / society / company
_____ having its registered office / principal place of business at _____

to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the _____ Union territory in terms of the Act and the rules and regulations made thereunder,

2. This registration is granted subject to the following conditions, namely:-
- (i) The real estate agent shall 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 which is required but not registered with the regulatory authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
 - (iv) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
 - (v) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (vi) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
 - (vii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder.

4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

165
560

Draft

FORM 'J'
[See rule 11(2), 12(4), 13]

Intimation of ejection of application for registration of Real Estate Agent / rejection of
application for renewal of registration of Real Estate Agent / revocation of
registration of Real Estate Agent

From:

The Real Estate Regulatory Authority,
Rajasthan, Jaipur

To

Application / Registration No.: _____

Dated: _____

You are hereby informed that your application for registration as real estate agent is
rejected.

OR

You are hereby informed that your application for the renewal of the registration as real
estate agent is rejected.

OR

You are hereby informed that the registration granted to you as real estate agent is hereby
revoked.

for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

166
561
Draft

FORM 'K'
[See rule 12(1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

To

The Real Estate Regulatory Authority,
Rajasthan, Jaipur

Sir,

I/we hereby apply for renewal my/our registration as a real estate agent under registration certificate bearing No. _____, which expires on _____.

As required I/we submit the following documents and information, namely:-

(i) A demand draft no. _____ dated _____ for
rupees _____ in favour of _____
on _____ bank as renewal fee; _____ drawn

(ii) The original registration certificate; and

(iii) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / limited liability partnership;

(iv) In case of individual -

- (a) Name
- (b) Father's Name
- (c) Occupation
- (d) Permanent address
- (e) Photograph

OR

In case of firm / societies / companies -

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of partners / directors Draft

(v) Income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted

167
562

Draft

from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;

- (vi) Particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (vii) Authenticated copy of the address proof of the place of business;
- (viii) Details of registration in any other State or Union territory;
- (ix) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

168

563

Draft

FORM 'L'
[See rule 12(4)]

Renewal of registration of Real Estate Agent

1. This renewal of registration is granted under section 9 of the Act to -

(in the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____ Tehsil _____ District _____
State _____;

OR

(in the case of a firm / society / company) _____ firm / society / company
_____ having its registered office / principal place of business at
_____.

in continuation to registration certificate bearing No. _____ of
_____.

2. This renewal of registration is granted subject to the following conditions, namely:-

- (i) The real estate agent shall 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 which is required but not registered with the regulatory authority;
- (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;
- (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
- (iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.
- (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
- (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
- (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
- (viii) The real estate agent shall discharge such other functions as may be specified by the regulatory authority by regulations;

169
5/6/21

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3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the regulatory authority in accordance with the provisions of the Act or the rules and regulations made thereunder.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the regulatory authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority Draft

170
-565

Draft

FORM 'M'
[See rule 27(2)]

Appeal to Appellate Tribunal
(Appeal under section 44 of the Act)

Every appeal filed shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard petition paper with an inner margin of about four centimetres width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

For use of Appellate Tribunal's office:

Date of filing: _____

Date of receipt by post: _____

Registration No.: _____

Signature: _____

Registrar: _____

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

_____ Appellant(s)

And

_____ Respondent(s)

Details of appeal:

1. Particulars of the appellants:

(i) Name of the appellant:

(ii) Address of the existing office / residence of the appellant:

(iii) Address for service of all notices:

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. Jurisdiction of the Appellate Tribunal:

The appellant declares that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Limitation:

The appellant declares that the appeal is within the limitation specified in sub-section (2) of section 44

171
566

Draft

OR

If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 44 specify reasons for delay

5. Facts of the case:

(give a concise statement of facts and grounds of appeal against the specific order of regulatory authority or the adjudicating officer, as the case may be passed under section(s) _____ of the Act.

6. Relief(s) sought:

In view of the facts mentioned in paragraph 5 above, the appellant prays for the following relief(s) _____

[Specify below the relief(s) sought explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

7. Interim order, if prayed for:

Pending final decision on the appeal the appellant seeks issue of the following interim order:

[Give here the nature of the interim order prayed for with reasons]

8. Matter not pending with any other court, etc.:

The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

9. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 28:

(i) Amount

(ii) Name of the bank on which drawn

(iii) Demand draft number

10. List of enclosures:

(i) An attested true copy of the order against which the appeal is filed

(ii) Copies of the documents relied upon by the appellant and referred to in the appeal

(iii) An index of the documents

Verification

I _____ (name in full and block letters) son / daughter of _____ aged _____

R/o _____ the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the appellant(s)

172
567

FORM 'N'

Draft

[See rule 35(1)]

Complaint to Regulatory Authority
(Complaint under section 31 of the Act)

For use of Regulatory Authority(s) office:

Date of filing: _____

Date of receipt by post: _____

Complaint No.: _____

Signature: _____

Registrar: _____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

_____ Complainant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

(i) Name of the complainant:

(ii) Address of the existing office / residence of the complainant:

(iii) Address for service of all notices:

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

▲ (iii) Address for service of all notices:

3. Jurisdiction of the Regulatory Authority:

The complainant declares that the subject matter of the claim falls within the jurisdiction of the Regulatory Authority.

4. Facts of the case:

[give a concise statement of facts and grounds for complaint]

173
568

Draft

5. Relief(s) sought:

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) _____

[Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

6. Interim order, if prayed for:

Pending final decision on the complaint the complainant seeks issue of the following interim order:

[Give here the nature of the interim order prayed for with reasons]

7. Complainant not pending with any other court, etc.:

The complainant further declares that the matter regarding which this complaint has been made is not pending before any court of law or any other authority or any other tribunal(s).

8. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 36:

(i) Amount

(ii) Name of the bank on which drawn

(iii) Demand draft number

9. List of enclosures:

[Specify the details of enclosures with the complaint]

Verification

I _____ (name in full block letters) son / daughter of _____ aged _____
R/o _____ the complainant do hereby verify that the contents of paragraphs [1 to 9] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the complainant(s)

174
569

Draft

FORM 'O'
[See rule 36(1)]

Application to Adjudicating Officer

(Claim for compensation under section 31 read with section 71 of the Act)

For use of Adjudicating Officer's office:

Date of filing: _____

Date of receipt by post: _____

Application No.: _____

Signature: _____

Authorized Officer: _____

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

_____ applicant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the applicant(s):

(i) Name of the applicant:

(ii) Address of the existing office / residence of the appellant:

(iii) Address for service of all notices:

(iv) Details of allottees apartment, plot or building

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Registration no. and address of project:

3. Jurisdiction of the Adjudicating Officer:

The applicant declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer.

4. Facts of the case:

[give a concise statement of facts and grounds of claim against the promoter]

175
570

Draft

5. Compensation(s) sought:

In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s) _____

[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

6. Claim not pending with any other court, etc.:

The applicant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

7. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 36:

(iv) Amount

(v) Name of the bank on which drawn

(vi) Demand draft number

8. List of enclosures:

[Specify the details of enclosures with the application]

Verification

I _____ (name in full block letters) son / daughter of _____ aged _____
R/o _____ the applicant do hereby verify that the contents of paragraphs [1 to 8]
are true to my personal knowledge and belief and that I have not suppressed any material
fact(s).

Place:

Date:

Signature of the applicant(s)

176
571

Draft

FORM 'P'
[See rule 37]
ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account

For the year ended _____

A/c Code	Receipts	Current year As on	Previous Year As on	A/c Code	Payments	(In Rupees)	
						Current year As on	Previous year As on
1.	To Balance Brought down:			13.	By Chairperson and Members:		
1.1.	To Bank			13.1.	By Pay and Allowances		
1.2.	To Cash in hand			13.2.	By Other benefits		
2.	To Fee, Charges and Fine:			13.3.	By Travelling expenses:		
2.1.	To Fees			13.3.1	By Overseas		
2.2.	To Charges			13.3.2	By Domestic		
2.3.	To Fines			14.	By Officers:		
2.4.	To Others (specify)			14.1.	By Pay and Allowances		
3.	To Grants:			14.2.	By Retirement benefits		
3.1.	To Accounts with Government			14.3.	By Other benefits		
3.2.	To Others (specify)			14.4.	By Travelling expenses:		
4.	To Gifts			14.4.1	By Overseas		
5.	To Seminars and conferences			14.4.2	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on investments and Deposits :			15.1.	By Pay and Allowances		
7.1.	To Income on investments			15.2.	By Retirement benefits		
7.2.	To Income on Deposits			15.3.	By Other benefits		
8.	To Loans:			15.4.	By Travelling expenses:		
8.1.	To Government			15.4.1	By Overseas		
8.2.	To Others (specify)			15.4.2	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		

177
572

Draft

10.	To Sale on Investments			17.	By Wages		
11.	To Recoveries from pay bills			18.	By Overtime		
				19.	By Honorarium		
				20.	By Other office expenses		
				21.	By Expenditure on Research		
				22.	By Consultation expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1	By Bearing Interest		
				33.1.2	By Not bearing Interest		
				33.2.	By Suppliers/contractors		
				33.3.	By others (specify)		
				34.	By Repayment of loan		

178
572

Draft

				35.	By Others		
				35.1.	By Leave Salary and Pension		
				35.2.	Contribution		
				35.3.	By Audit Fee		
				35.4.	By Misc:		
				36.	By Balance carried down:		
				36.1	By Bank		
				36.2	By cash in hand		
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

Income and Expenditure Account

For the 1st April _____ to 31st March _____

A/c Code	Expenditure	Current year As on	Previous Year As on	A/c Code	Income	Current year As on	Previous year As on
37.	To Chairperson and Members			61.	By Fee, Charges and Fine		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Overseas			61.4.	By Others (specify)		
37.3.2.	To Domestic			62.	By Grants		
38.	To Officers			62.1.	By Account with Government		
38.1.	To Pay and Allowances			62.2.	By Others (Specify)		
38.2.	To retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Seminars and Conferences		
38.4.	To Traveling Expenses			65.	By Sale of Publications		
38.4.1.	To Overseas			66.	By Income on investments and Deposits		

179
579

Draft

38.4.2.	To Domestic			66.1.	By Income on investments		
39.	To Staff			66.2.	By Income on Deposits		
39.1.	To Pay and Allowances			66.3.	By Interest on Loan and Advances		
39.2.	To Retirement Benefits			67.	By Miscellaneous Income		
39.3.	To Other Benefits			67.1.	By Gain on Sales of Assets		
39.4.	To Traveling expenses			67.2.	By Excess of expenditure over income		
39.4.1.	To Overseas			67.3.	(Transferred to Capital Fund Account)		
39.4.2.	To Domestic						
40.	To hire of Conveyance						
41.	To Wages						
42.	To Overtime						
43.	To Honorarium						
44.	To Other office expenses						
45.	To expenditure on Research						
46.	To Consultation expenses						
47.	To Seminars and conferences						
48.	To Publications of Real Estate Regulatory Authority						
49.	To Rent and Taxes						
50.	To Interest on loans						
51.	To Promotional Expenses						
52.	To membership fee						
53.	To Subscription						
54.	To Others						
54.1.	To Leave Salary and Pension						
54.2.	Contribution						
54.3.	To Audit Fee						
54.4.	To Misc.						
55.	To Depreciation						
56.	To Loss on sale of assets						
57.	To Bad Debts written off						

180
575

Draft

58.	To Provision for bad & doubtful debts						
59.	To Excess of income over Expenditure						
60.	(Transferred to capital Fund Account)						
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

Balance Sheet as on 31st March _____

Code	Liabilities	Current Year As on	Previous Year As on	A/c Code	Assets	(In Rupees)	
						Current Year As on	Previous Year As on
68.	Funds			72.	Fixed Assets		
68.1.	Capital Fund			72.1.	Gross Block at Cost		
68.2.	Add Excess of Income over Expenditure/less excess of Expenditure over Income			72.2.	Less Cumulative depreciation		
68.3.	Other Funds (Specify)			72.3.	Net Block		
69.	Reserves			73.	Capital Work-in-progress		
70.	Loans			74.	Investments & Deposits		
70.1.	Government			74.1.	Investment		
70.2.	Others			74.2.	Deposits		
71.	Current Liabilities and provisions			75.	Loans and Advances		
				75.1.	Account with Government		
				76.	Sundry Debtors		
				77.	Cash and Bank Balances		
				78.	Other Current Assets		
				Total	Total		

Accounting Policies and Notes:

Member(s) (Signature)

Chairperson (Signature)

181
895

Draft

FORM 'Q'
[See rule 38]

Annual Report to be prepared by Regulatory Authority

I. Return on registration of promoters and real estate agents

A. In relation to Promoters:

Serial Number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fee paid	Registration Number
1	2	3	4	5	6

Date of issue of registration	Date on which registration expires	Date of extension of registration with period of extension	Remark
7	8	9	10

B. In relation to Real Estate Agents:

Serial Number	Name of Real Estate Agent	Address of Real Estate Agent	Registration Fee paid	Date of issue of registration certificate	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
1	2	3	4	5	6	7	8

II. Return on number of cases filed before the Regulatory Authority and the adjudicating officer for settlement of disputes and adjudicated upon.

Sl. No.	No. of Cases pending in the last quarter by the Regulatory Authority	No. of Cases received during the quarter by the Regulatory Authority	No. of Cases disposed of by the Regulatory Authority

Sl. No.	No. of Cases pending in the last quarter with the Adjudicating Officer	No. of Cases received during the quarter by the Adjudicating Officer	No. of Cases disposed of by the Adjudicating Officer

182
571

Draft

- III. Statement on the periodical survey conducted by the Regulatory Authority to monitor the compliance of the provisions of the Act by the promoters, allottees and real estate agents.

Sl. No.	Survey conducted during the quarter with details	Observation of Regulatory Authority	Remedial steps taken

- IV. Statement on steps taken to mitigate any non-compliance of the provisions of the and the rules and regulations made thereunder by the promoters, allottees and real estate agents.

Sl. No.	Subject	Steps taken	Results achieved

- Statements on penalty imposed by the Regulatory Authority for contraventions of the Act and directions of the Regulatory Authority and Adjudicating Officer.

Sl. No.	Name of the Promoter	Details of the directions issued	Penalty imposed	Whether paid

Sl. No.	Name of the Allottee	Details of the directions issued	Penalty imposed	Whether paid

Sl. No.	Name of the Real Estate Agent	Details of the directions issued	Penalty imposed	Whether paid

By order of the Governor
Pr. Secretary. to the Government
