

The H.P. Real Estate (Regulation & Development) Rules, 2017
published in the Rajpatra of Himachal Pradesh on 07/10/17
from page No. 6708 to 6842.
(In English from page No. 6775 to 6842).



This is a digitally signed Gazette. to verify click here.
<http://rajpatrahimachal.nic.in>

राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

शनिवार, 7 अक्तूबर, 2017 / 15 आश्विन, 1939

हिमाचल प्रदेश सरकार

सामान्य प्रशासन विभाग
अनुभाग-ख

अधिसूचना

शिमला-2, 6 अक्तूबर, 2017

संख्या: जीएडी-बी-(ए) 1-7/2013 (हमीरपुर).—हिमाचल प्रदेश के राज्यपाल की यह राय है कि लोकहित में ऐसा करना आवश्यक और समीचीन है कि जिला हमीरपुर में एक नई उप-तहसील भोटा सृजित

(Authoritative English text of the Department Notification No. TCP 2(3)/2017 dated 15-09-2017 as required under clause (2) of article 248 of the Constitution of India)

TOWNS AND COUNTRY PLANNING DEPARTMENT

NOTIFICATION

Number-2, the 28th September, 2017

No. TCP-AC(3)-12016-1006.—In exercise of the powers conferred by section 84 of the Real Estate (Regulation and Development) Act, 2016 (No. 15 of 2016), the Government of Himachal Pradesh is pleased to make the following rules for carrying out the purposes of the Act, namely:

***CHAPTER I**

PRELIMINARY

1. Short title and Commencement. (1) These rules may be called the Himachal Pradesh Real Estate (Regulation and Development) Rules, 2017.

(2) They shall come into force from the date of their 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 (No. 15 of 2016);

(b) "Association of allottees" means a collective of the allottees of a real estate project, by whatsoever means, legal, registered under any law for the time being in force, acting as a group to serve the cause of its members, and that includes the authorised representatives of the allottees;

(c) "Authenticated copy" means a self-attested copy of any document;

(d) "Form" means a Form appended to these rules;

(e) "Government," or "State Government" means the Government of Himachal Pradesh;

(f) "Section" means a section of the Act;

(2) Words and expressions used herein but not defined in these rules, shall have the same meanings as have been assigned to them in the Act.

CHAPTER II

REAL ESTATE PROJECT

3. Information and documents to be furnished by promoter for registration of real estate project.—(1) Every promoter shall furnish the following information and documents to the Authority, namely:—

- (e) authenticated copy of the PAN card of the promoter;
- (f) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors report of the promoter for the immediately preceding three financial years; and where annual report is not available, the audited profit and loss account, balance sheet, cash flow statement and the auditors report of the promoter for the immediately preceding three financial years or seasons may be;
- (g) the number of open parking areas and the number of covered parking areas available in the real estate project;
- (h) authentic copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for claims of title with authentication of each title;
- (i) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, mortgage liabilities in Revenue Courts and name of party in or over such land or non encumbrance certificate from an advocate having experience of atleast ten years or from the revenue authority not below the rank of Tahsil or Naib Tahsilidar, as the case may be;
- (j) where the promoter is not the owner of the land on which development of project 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 on which project is proposed to be developed;
- (k) recent photograph, contact details and address of the promoter if it is an individual and the name, photograph, contact details and address of the chairman, members, directors, as the case may be, and the authorised person in case of other entities.

(2) An application to the Authority for registration of the real estate project shall be made in writing in Form 'A' in duplicate, until the prescriber is made available in Form of such application.

(3) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft or through online payment mode, as the case may be, for a sum calculated at the rate of,—

- (a) in case of group housing project, two rupees per square meter for project land (excluding area under roads, paths and other civic amenities) where the area of land proposed to be developed does not exceed 2500 square meters or rupees five per square meter for projects where the area of land proposed to be developed exceeds 2500 square meters (excluding area under roads, paths and other civic amenities), but shall not be more than five lakhs rupees;
- (b) in case of mixed development (residential and commercial) project, five rupees per square meter for project land where the area of land proposed to be developed does not exceed 2500 square meters (excluding area under roads, paths and other civic amenities) and ten rupees per square meter for projects where the area of land proposed to be developed exceeds 2500 square meters (excluding area under roads, paths and other civic amenities), but shall not be more than seven lakhs rupees.

- (c) In case of commercial projects,— ten rupees per square meter for project land where the area of land proposed to be developed does not exceed 2500 square meters (excluding area under roads, paths and other civic amenities) and fifteen rupees per square meter for projects where the area of land proposed to be developed exceeds 2500 square meters (excluding area under roads, paths and other civic amenities); but shall not be more than ten lakhs rupees;
- (d) In case of plotted development projects,— two rupees per square meter of project land (excluding area under roads, paths and other civic amenities), but shall not be more than two lakhs rupees.
- (e) In case of ongoing projects where completion certificate has not been issued, there would be no application fee.

provided that the State Government may levy charges on the real estate project by not fixation fixed-line services.

(4) The declaration to be submitted under clause (1) of sub-rule (2) of section 4 shall be in Form 1B, which shall include a declaration stating that the promoter shall not surrender any allottee at the time of allotment of any apartment, plot or building, as the case may be.

4. Additional disclosure by the promoters of ongoing projects.—(1) The promoter of an ongoing project which has not received completion certificate shall make an application to the Authority as provided in rule 3.

(2) The promoter shall in addition to disclosures provided in rule 3 disclose the following information namely—

- (a) the original sanctioned plan, layout plan and specifications and the subsequent modifications carried out, if any, including the existing sanctioned plan, layout plan and specifications;
- (b) the total amount of money collected from the allottees and the total amount of money used for development of the project including the total amount of balance money being with the promoter;
- (c) status of the project (extent of development carried out till date and the extent of development pending) including the original time period disclosed to the allottee for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed, and this information shall be certified by an engineer, an architect and a chartered accountant in practice.

(3) The promoter shall disclose the area of the apartment based on carpet area even if either side or any other has 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 as per the layout plan.

(5) For projects that are ongoing and have not received completion certificate on the date of commencement of the Act, the promoter shall, within a period of three months of the application for registration of the project with the Authority, deposit in the separate bank account, security

percent of the amounts already realized from the allottees, which have not been utilized for construction of the project or the cost incurred by project as required under sub-clause (D) of clause (I) of subsection (2) of section 4 of the Act which shall be used for the purposes specified therein.

5. **Grant or rejection of registration of projects.—**(1) Upon the registration of a project as per section 5, the 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 Authority shall inform the applicant in Form 'D':

Provided that the Authority may grant an opportunity to the applicant to rectify the defects in the application within such time period as may be specified by it.

6. **Extension of registration of projects.—**(1) The registration granted under the Act, may be extended by the Authority, on an application made by the promoter in Form 'E', within three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft or through online payment made, as the case may be, in an amount equivalent to half the registration cost as prescribed under sub-rule (2) of rule 3 through which applicant has to satisfy and the reasons for delay in the completion of the project and the need for extension of registration for the project, alongwith documents supporting such reasons:

Provided that where the promoter applies for extension of registration of the project due to some reasons he shall not be liable to pay any fee.

(3) In case of extension of registration, the Authority shall inform the promoter about such extension in Form 'F' and in case of rejection of the application for extension of registration, the Authority shall inform the promoter about such rejection in Form 'D':

Provided that the Authority may grant an opportunity to the promoter to rectify the defects in the application within such time period as may be specified by it.

7. **Revocation of registration of the projects.—**Upon the revocation of registration of a project as per section 7, the Authority shall inform the promoter about such revocation in Form 'D':

CHAPTER III REAL ESTATE AGENTS

8. **Application for registration by the real estate agents.—**(1) Every real estate agent engaged to register as per sub-section (1) of section 9 shall make an application in writing to the Authority in Form 'G', until the application procedure is made web based, along with the following documents, namely:

(a) the brief details of his enterprise including its name, registered address, type of enterprise (partnership, sole ches, partnership, company etc.);

(b) the particulars of registration (whether as a partnership, partnership, company, society etc) including the Bye-laws, Memorandum Of Association (MOA) and Articles Of Association (AOA) as applicable to the company etc.

(c) name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners/directors etc. in case of other entities;

(d) the authenticated copy of the PAN card of the real estate agent;

(e) the authenticated copy of the address proof of the place of business.

(2) The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft or through online payment, as the case may be, for a sum of Five thousand rupees in case of the applicant being an individual or twenty thousand rupees in case of the applicant other than an individual.

Provided that the State Government may levy charges on the real estate agent by notification for other services.

9. **Grant of registration to the real estate agents—**(1) On receipt of the application under rule 8, the Authority shall within a period of thirty days order grant registration to the real estate agent, or reject the application, as the case may be:

Provided that the Authority may grant an opportunity to the real estate agent to remove the deficiencies in the application within such time period as may be specified by it.

(2) Upon the registration of a real estate agent, the Authority shall issue a registration certificate with a registration number in Form 'H' to the real estate agent.

(3) In case of rejection of the application, the Authority shall inform the applicant in Form 'I'.

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

10. **Renewal of registration of real estate agents—**(1) The registration granted to a real estate agent under the Act, may be renewed, on an application made by the real estate agent in Form 'J', which shall be accompanied with three hundred rupees in the copy of the registration granted.

(2) The application for renewal of registration shall be accompanied with a demand draft or through online payment, as the case may be, for a sum of rupees two thousand and five hundred in case of the real estate agent being an individual or rupees ten thousand in case of the real estate agent other than an individual.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (e) of sub-rule (1) of rule 8 at the time of application for renewal.

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

Provided that an application for renewal of registration shall be rejected, unless the applicant has been given an opportunity of being heard in the matter.

Provided further that the Authority may grant an opportunity to the real estate agent to remove the deficiencies in the application within such time period as may be specified by it.

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

11. **Revocation of registration of real estate agents.**—The 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 'C'.

12. **Books of accounts, records and documents.**—The real estate agent shall maintain and preserve its books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961 (43 of 1961) and the rules made thereunder.

13. **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

14. **Details to be published on website.**—(1) The Authority shall ensure that the following information, as applicable, shall be made available on its website in respect of each project registered under the Act, namely:

(a) Details of the promoter including the following, namely:

(i) promoter or group name,

(A) a brief detail of his enterprise including its name, registered address, type of enterprise (Proprietorship/ Firm/ Sole/ Trust/ Company/ Limited Liability Partnership/ Competent Authority etc.) and the particulars of registration of such enterprise and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (whether as Proprietorship/ Firm/ Sole/ Trust/ Company/ Limited Liability Partnership/ Competent Authority etc.);

(B) background of promoter, work experience of the promoter and in case of a newly incorporated or registered entity work experience of the chairman, directors, partners, as the case may be and that of the father and persons of the parent entity;

(C) name, address, contact details and photograph of the promoter in case of an individual and the name, address, contact details and photograph of the chairman, directors, partners, as the case may be and that of the individual persons;

(ii) track record of the promoter,—

(A) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the other States or Union Territories;

(B) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in other States or Union Territories.

- (C) number of completed projects and area constructed till date in the past five years including the status of the projects, delay in its completion, details of type of work and payments pending;
- (D) number of ongoing projects and proposed area to be constructed launched in the past five years including the status of the said projects, delay in its completion, details of type of work and payments pending;
- (E) details and profile of ongoing and completed projects for the last five years as provided under clause (b) of sub-section (2) of section 4.
- (c) Litigation: Details of litigation in the past five years in relation to the real estate projects developed or being developed by the promoter.
- (d) website;—
- with link of the promoter or parent entity, as the case may be;
 - web link of the project
- (ii) Details of the real estate project including the following, namely:—
- advertisement and newspapers issued in regard to the project;
 - compliance and registration;—
 - authenticated copy of the approvals and commencement certificate received from the competent authority as provided under clause (a) of sub-section (2) of section 4;
 - 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; and
 - details of the registrations granted by the Authority under the Act
- (iii) apartment, plot and garage related details;—
- details of the number, type and 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 with the apartment, if any, or details of the number, type and area of plots for sale in the project or both, as the case may be;
 - details of the number and area of garage for sale in the project; and
 - details of the number of open parking areas and covered parking areas available in the real estate project.
- (iv) Registered Agents—names and addresses of the real estate agents for the project.
- (v) Consultants: Details, including name and addresses of architect, civil, electrical, structural engineers and other persons concerned with the development of the real estate project such as—

use permission, building sanction plan and the commencement certificate for each of such phases;

- (B) an authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, survey numbers, cadastral numbers, khates numbers and area of each parcels of the project land;
- (C) an authenticated copy of the layout plan of the project or the phase thereof, and a so called layout plan of the whole project as sanctioned by the competent authority and other specifications of the project;
- (D) Title plan in each tower and block including a distance or encroachment encumbrance areas;
- (E) any other permission, approval, or license that may be required under applicable law including Fire jurisdiction and fire safety permission from water and sewerage department etc., etc.
- (F) authenticated copy of occupancy certificate and completion certificate including inspection fee.

(4) legal documents-

- (A) the details including the Particulars of the application form, allotment letter, agreement for sale and the conveyance deed;
- (B) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with reference to each title;
- (C) land title search report from an advocate having experience of at least ten years;
- (D) details of encumbrances on the land on which development of project is proposed, including details of any rights, title, interest, dues, mortgages, litigation in Revenue Courts and name of party in or over such land or lien encumbrance certificate from an advocate having experience of atleast ten years or from the revenue authority not below the rank of Tehsildar, as the case may be;
- (E) where the promoter is not the owner of the land on which development is proposed shall be consent of the owner of the land along with a copy of the co-ownership 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; and
- (F) details of mortgages or charge, if any, created on the land and the project;

(a) Contact details—(1) Contact address, contact numbers and e-mail id of the promoter, author and person and other entities related to the project.

(2) The Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revealed or permitted, as the case may be.

(3) The 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 reviewed, namely—

(a) For real estate agents registered with the Authority:

- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
- (ii) brief details of his enterprise including its name, registered address, type of enterprise (whether it is proprietorship, societies, partnership, company etc.);
- (iii) particulars of registration as proprietorship, societies, partnership, company etc. including the Bye-laws, Memorandum of Association, MOA, Articles of Association (AOA) etc. as the case may be;
- (iv) name, address, contact details and photograph of the real estate agent if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;
- (v) authenticated copy of the PAN card of the real estate agent; and
- (vi) authenticated copy of the address proof of the place of business and the contact address, contact numbers and e-mail-id of the real estate agent and its other officials;

(b) In case of applicants whose applications for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Authority—

- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
- (ii) brief details of his enterprise including its name, registered address, type of enterprise (whether it is proprietorship, societies, partnership, company etc.);
- (iii) name, address, contact details and photograph of the real estate agent if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons; and
- (iv) such other documents or information as may be specified by the Act or the rules and regulations made thereunder.

(4) The Authority shall maintain a back-up, in digital form, of the contents of its website at least once in 3 months and ensure that such back-up is updated on the last day of each month.

(5) Details to be published in respect of real estate agent—

The Authority shall maintain a database and ensure that the information specified in section 34 of the Act, thereon shall be made available on its website.

CHAPTER V

**INTEREST PAYABLE BY PROMOTER AND ALLOTTEE
AND TIMELINES FOR REFUND**

15. **Interest payable by promoter and allottee.**—The rate of interest payable by the promoter to the allottee is by the direction of the promoter, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two per cent as mentioned under sections 12.18 and 19 of the Act:

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

Provided further if the allottee does not intend to withdraw from the project, he shall be paid by the promoter an interest which shall be the State Bank of India highest Marginal Cost of Lending Rate.

16. **Timelines for refund.**—Any refund of moneys 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 sixty days from the date on which such refund along with applicable interest and compensation, as the case may be, becomes due.

17. **Agreement for sale.**—(1) For the purpose of subsection (2) of section 13 of the Act, the agreement for sale shall be in the form as per Form 11.

(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 signing of the agreement for sale for such apartment, plot or building, as the case may be, shall not be enforceable until 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 VI

REAL ESTATE REGULATORY AUTHORITY

18. **Selection of Chairperson and other Members of Authority.**—(1) As and when vacancy of Chairperson or any other Member in the Authority exists or arises or is likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancy to be filled.

(2) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Authority, follow such procedure as it deems fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names for appointment as Chairperson or Member of the 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 receipt of the recommendations by the Selection Committee appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or her Member, as the case may be.

19. Salary and allowances payable and other terms and conditions of service of Chairperson and other Members of Authority.—(1) The salaries and allowances payable to the Chairperson and other Members of the Authority shall be as specified by way of notification by the State Government.

(2) The Chairperson and other Member shall be entitled to thirty days of annual leave for every completed year of service.

20. Administrative powers of the Chairman of the Authority. (1) The Chairman of the Authority with prior approval of the State Government shall exercise the administrative powers in respect of—

- (a) matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies;
- (b) matters pertaining to purchase and disposal of assets;
- (c) matters pertaining to appointments, promotions and confirmation for all posts;
- (d) acceptance of resignations by any Member, officer or employee of the Authority;
- (e) authorisation of trips to be undertaken by any Members, officers or employees of the Authority outside India; and
- (f) sanctioning tour programme of Members and officers within India.

(2) The Chairman of the Authority shall also exercise powers in respect of following matters:—

- (i) sanctioning of salary, allowances, medical allowances;
- (ii) sanction or rejection of leave;
- (iii) permission to hiring of vehicles for official use;
- (iv) nominations for attending seminars, conferences and training courses in India or abroad; and
- (v) permission for invitation of guests to carry out training course;

21. Salary and allowances payable to and the other terms and conditions of service of the officers and of the employees of the Authority.—The conditions of service of the officers and employees of the Authority in the matters of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be applied 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.

22. **Recovery of interest, penalty and compensation.**—The recovery of the amounts due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under applicable land laws.

CHAPTER VII

FILING OF COMPLAINT WITH THE AUTHORITY AND THE ADJUDICATING OFFICER

23. **Filing of complaint with the Authority and inquiry by Authority.** (1) Any aggrieved person may file a complaint with the Authority for any DTI violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form DTI, which shall be accompanied by a fee of rupees five hundred in the form of a demand draft or in favour of Authority and payable at the branch of the bank at the office where the seat of the said Authority is situated or through online payment, as the case may be.

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

- (a) upon receipt of the complaint, the Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
- (b) the respondent against whom such notice is issued under clause (a) of sub-rule (2), may file his reply in respect of the complaint within the period as specified in the notice;
- (c) the date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;
- (d) on the date so fixed, the 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 and if the respondent—
 - (i) pleads guilty, the 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;
 - (ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent;
- (e) if in case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
- (f) in case the 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 evidences on a date and time fixed by it;
- (g) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

- (b) the Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case or give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant in the subject matter of the inquiry, and in taking such evidence, the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (1 of 1872);
- (c) on the date so fixed, the 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 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;
 - the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder, the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;

CHAPTER VIII

REAL ESTATE APPELLATE TRIBUNAL

24. **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 in favour of the Appellate Tribunal and payable at the branch of the Bank of the station where the seat of the said Appellate Tribunal is situated or through online payment, as the case may be.

(2) Every appeal shall be filed in Form AN, along with the following documents, namely—

- true copy of the order against which the appeal is filed;
- copies of the documents relied upon by the applicant and referred to in the appeal; and
- an index of the documents.

(3) Every appeal shall be either filed at the filing counter of the Registry of the Appellate Tribunal or through a registered post or through online system, as applicable.

(4) In case of an appeal filed by post under sub-rule (3), it shall be deemed to have been presented to the Appellate Tribunal on the day on which it is received at its office.

(5) Where a party to the appeal is represented by an authorised person, as provided under section 56, a copy of the authorisation to act as such and the written consent tendered by such authorised person, both in original, shall be appended to the appeal or the reply to the notice of the appeal, as the case may be.

(6) On the date of hearing or any other date to which hearing could be adjourned, it shall be obligatory on the parties or their agents, as the case may be, to appear before the Appellate Tribunal.

Provided that where the appellant or his authorised person, as the case may be, fails to appear before the Appellate Tribunal on such days, the Appellate Tribunal may in its discretion either dismiss the appeal for default or decide it on merits and where the opposite party or his authorised person fails to appear on the date of hearing, the Appellate Tribunal may decide the appeal.

(7) The remaining five days (including of the Appellate Tribunal, which have not been provided by the Act or the rules made thereunder), shall be as specified by the Appellate Tribunal.

25. Selection of Members of Appellate Tribunal.—(1) As and when vacancy of a Member of the Appellate Tribunal exists or arises, or is likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancy to be filled.

- a. The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as it may think fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names for appointment as Member of the Appellate Tribunal.
- b. The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.
- c. 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-section (1).
- d. The State Government shall within thirty days from the date of the receipt of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.

26. Salary and allowances payable and other terms and conditions of services of Chairperson and Members of Appellate Tribunal.—(1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as specified by way of notification by the State Government.

(2) The Chairperson and every other Member shall be entitled to thirty days of casual leave for every completed year of service.

27. Inquiry of the charges against Chairperson or Member of Authority or Appellate Tribunal.—(1) The State Government shall on the occurrence of any of the circumstances specified in sub-section (1) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, either on receipt of a complaint in this regard or otherwise as the case may be, make a preliminary enquiry with respect to such charges against the Chairperson or any Member of the Authority or Appellate Tribunal, as the case may be.

(2) If on preliminary enquiry, the State Government deems it necessary to investigate into the allegations, it shall place the complaint, if any, together with supporting material as may be available, before the Chief Justice of the High Court to appoint a Judge of the High Court

(3) The State Government shall forward to the Judge appointed under sub-rule (2), copies of—

- a. the statement of charges against the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be; and
- b. material documents relevant to the inquiry.

(4) The Chairperson or Member of the 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 conducting the inquiry in the matter.

(5) Where it is alleged that the Chairperson or Member of an 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 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 therefor on each of the articles of charges separately with such inferences known to him as he thinks fit.

(7) After receipt of the report under sub-rule (6), the State Government shall pass an order either to remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.

28. **Salary and allowances payable and other terms and conditions of service of officers and other employees of the Appellate Tribunal.** The conditions of service of the officers and employees of the Appellate Tribunal 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, as applicable to officers and employees of the State Government and drawing the corresponding scale of pay.

29. **Administrative powers of the Chairperson of the Appellate Tribunal.** (1) The Chairperson of the Appellate Tribunal, with prior approval of the State Government, shall exercise the administrative powers in respect of—

- (a) matters pertaining to staff strength, wages and salary structure, emoluments, perquisites and ceremonial matters;
- (b) matters pertaining to creation and abolition of posts;
- (c) matters pertaining to appointments, promotions and confirmation for all posts;
- (d) assignment of signatures by any Member, officer or employee;
- (e) authorisation of tours to be undertaken by any Members, officers or employees outside India; and
- (f) a pension scheme programme of Members and other staff in India.

(2) The Chairman of the Appellate Tribunal shall also exercise powers in respect of following matters—

- (a) disbursement of salary, 2. allowances, medical claims etc.,
- (b) sanction or rejection of leave;
- (c) permission for hiring of vehicle for office use,
- (d) nominations for attending seminars, conferences and training courses in India or abroad and
- (e) permission for invitation of guests to carry out training course.

CHAPTER IX

OFFENCES AND PENALTIES

30. Terms and conditions and the fine payable for compounding of offences—(1) The court shall, for the purposes of compounding any offence punishable with imprisonment under the Act, accept an amount as specified in the Table below:

Offence	Amount to be paid for compounding the offence
Punishable with imprisonment under sub-section (1) of section 59	ten per cent. of the estimated cost of the real estate project.
Punishable with imprisonment under section 64.	ten per cent. of the estimated cost of the real estate project.
Punishable with imprisonment under section 66.	ten per cent. 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.

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

(3) On payment of the sum of money in accordance with sub-rule (1) and subsequent to compliance of the orders of the Authority or the Appellate Tribunal as provided in sub-rule (2), 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 for that offence.

(4) The acceptance of the sum of money for compounding an offence under sub-rule (1), by the Court shall be deemed to be an appeal as within the meaning of section 300 of the Code of Civil Procedure, 1973 (2 of 1974).

31. Filing of complaint with the adjudicating officer and inquiry by adjudicating officer. (1) Any aggrieved person may file a complaint with the adjudicating officer appointed under section 71 of the Act for interest, and compensation as provided under sections 12, 14, 18 and 19 in Form 50, which shall be accompanied by a list of copies for furnished to the form of demand draft or cash payment as the case may be.

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

- (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 respondent;
- (b) The respondent against whom such notice is issued under clause (a) of sub-rule (2) may file his reply in respect of the complaint within the period as specified in the notice;
- (c) The notice may specify a date and time for further hearing and the same shall also be communicated to the complainant;
- (d) On the date so fixed, the adjudicating officer 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 and if the respondent—
 - (i) pleads guilty, the adjudicating officer shall record the plea, and by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, 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 explanation from the respondent;
- (e) 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;
- (f) In case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing and the complaint is not dropped it may order production of documents or other evidence on a date and time fixed by him;
- (g) The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and examinations;
- (h) The adjudicating officer shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the adjudicating officer shall not be bound to observe the provisions of the Indian Evidence Act, 1972 (1 of 1972);
- (i) 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 respondent is—
 - (i) liable to pay interest and compensation, as the case may be, the adjudicating officer may, by order in writing, order payment of interest as specified in rule 15 and such compensation as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder, or
 - (ii) not liable to pay interest and compensation, as the case may be, the adjudicating officer may, by order in writing, dismiss the complaint with reasons to be recorded in writing;

- (2) If any person fails, neglects or refuses to appear, or prevent 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.

(3) The procedure for day to day functioning of the adjudicating officer, which have not been provided by the Act or the rules made thereunder, shall be as qualified by regulations made by the Authority.

(4) Where a party to the complaint is represented by an authorised person, as provided under section 56 a copy of the authorisation to act as such and the written consent thereto by such authorised person, with a original, shall be appended to the complaint or the reply in the notice of the complainant, as the case may be.

CHAPTER X

BUDGET AND REPORT

32. **Budget accounts and audit.**—(1) At the end of the financial year the Authority shall prepare a budget maintain proper accounts and other relevant records and prepare an annual statement of accounts in Form 'P'.

(2) The accounts and other relevant records referred sub-rule (1) shall be signed by the Chairperson, Member Secretary and the officer in-charge of Finance and Accounts.

(3) The accounts of the Authority and the audit report shall, as soon as possible, shall be submitted to the State Government.

33. **Annual Report.**—(1) The Authority shall prepare its annual report in Form 'Q'.

(2) The Authority may also include in the Annual Report such other matters as deemed fit by the Authority for reporting to the State Government.

(3) The annual report shall, after adoption at a meeting of the Authority and signed by the Chairperson and the Members and authenticated by affixing the common seal of the Authority, with requisite number of copies (to be sent) shall be submitted to the State Government within period of six months following the close of the year for which it has been prepared.

34. **Digitization of Forms.**— The Forms 'A' to Form 'Q' as described in these rules shall be digitized as per notification by the State Government, separately.

GOVERNMENT OF HIMACHAL PRADESH
TOWN AND COUNTRY PLANNING DEPARTMENT

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

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Regulatory Authority
Himachal Pradesh, Shimla.

Attach with:
Form: size
photograph

Sir,

I am hereby apply for the grant of registration to set up a Group of Housing Project or mixed development (Residential and Commercial project) or Commercial Project or Plotted Development, Project or Any an Going Project to be set up at Khata No. _____ (Hafast No. _____, Main _____, Tehsil _____, District _____, Himachal Pradesh _____).

1. The requisite particulars are as under:

(i) Status of the applicant—[Individual / Association of People/Company/Partnership Firm / Proprietorship Firm / Society / Competent Authority etc.];

(ii) In case of individual / Joint Family

(a) Name

(b) Father's Name

(c) Occupation

(d) Permanent Address

(e) Contact Details

- Phone number
- E-mail
- Fax Number
- PAN No. _____ of the Individual / Head of Joint Family

(f) In case of [Firm / Society / Trust / Company / Limited Liability Partnership / Competent Authority etc.],

- Name and type of Enterprise
- Registered Address
- Name of Authorized Signatory
- Address
- Copy of Resolution Regarding Authorization
- Copy of registration certificate as Firm / Society / Trust / Company / Limited Liability Partnership / Competent Authority etc. including the by Laws, Memorandum Of Association, Article Of Association etc. as the case may be.
- Main object
- Contact Details (Phone number, E-mail, Fax Number etc.) Name, photograph, contact details and address of [Chairman / Partners / Directors] and Authorized person etc.

(iii) PAN No. _____ of the promoter/ Enterprise

(iv) Name and address of the bank or banker with which account in terms of sub-clause (D) of clause (j) of sub-section (3) of section 4 will be maintained _____.

(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 (Level Accessibility & SDC Development);

(viii) Calculated Registration fee by way of a demand draft dated _____ drawn on _____ banking no. _____ for an amount of Rs. _____ or through online payment as the case may be; _____ (give details of online payment such as date paid, transaction no. etc.); or per sub-rule (3) of rule 5.

(ix) Any other information the applicant may like to furnish.

2. [If/We, enclose the following documents, namely:—

I. a copy of latest Jamabandi in original showing the title-ownership of the Promoter/Entity in the land under the project;

II. a copy of latest original Tahsil showing khata no., district no. and area of land / plot;

III. details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, mortgage litigation in Revenue Courts and name of party in or over such land or non encumbrance certificate from an advocate having experience of atleast ten years or from the revenue authority (see below the rank of Tehsildar/Naib Tehsildar, as the case may be);

IV. an authenticated copy of the approvals and commencement certificates from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificates from the competent authority in each of such phases;

V. 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;

VI. the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereon including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;

VII. the location details of the project, with clear demarcation of line established for the project along with its boundaries, including the latitude and longitude of the end points of the project;

VIII. authenticated copy of the PAN card along with Evidence Tax return of preceding three years of the promoter or as the case may be;

IX. annual report including annual profit and loss account, balance sheet, cash flow statement, directors report and the auditors report of the promoter for the immediately preceding three financial years and where annual report is not available, be audited.

copy, and last account balance sheet, cash flow statement and the auditors report of the promoter for the immediately preceding three financial years; or as the case may,

- X. where the promoter is not the owner of the land on which development of project 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 on which project is proposed to be developed;
- XI. a copy of the allotment letter, agreement for sale, and the conveyance deed proposed to be registered with the authorities;
- XII. 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 with the apartment if any;
- XIII. the number and areas of garages for sale in the project;
- XIV. the number of car parking areas and the number of covered parking areas available in the real estate project;
- XV. copy of project report alongwith suff. copy explaining the salient feature of the proposed colony, in particular the source of which some water supply arrangements and sites for disposal and treatment of storm and sewage water. Detailed specifications and design of water supply scheme, storm water, sullage, sewage and sewerage with estimated costs of each component with cost analysis thereof showing the cross sections of the proposed roads indicating, in particular the width of the proposed drainage ways, electric tracks and distribution, gas pipes, position of electric poles, telephone poles and of any of other works connected with such roads. These drawings are indicating the position of sewers, storm water channel, water supply and any other public health services. The detailed specifications and designs of roads, works and components wise estimated cost with cost analysis thereof; a set of detailed specification and design for electric supply including street light with component wise estimated cost with analysis of each component;
- XVI. a set of detailed specifications and structural design of buildings or apartments with the details component wise estimated cost for the fittings or apartments, structural design and soil investigation report and construction thereof;
- XVII. the name and addresses of his real estate agents, if any, for the proposed project;
- XVIII. the name and addresses of the consultants, architect, structural engineer, and consultant to execute the development works of the proposed project;
- XIX. document showing Managerial and Financial Capability of Promoter;
- XX. a declaration in Form 'B'.

3. [2006] enclose the following additional documents and information regarding ongoing projects, as required under rule 4, and under other provisions of the Act or the rules and regulations made thereunder, namely—

- (a) the original sanctioned plan, layout plan and specifications and the subsequent modifications carried out, if any, including the existing sanctioned plan, layout plan and specifications;
- (b) the total amount of money collected from the allottees and the total amount of money used for development of the project, including the total amount of balance money lying with the promoter;
- (c) status of the project (extent of development carried out till date and the extent of development pending) including the original time period disclosed to the allottee for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed, and this information shall be certified by an engineer, an architect and a chartered accountant in practice.

4. The promoter shall disclose the size of the equivalent forest or reserved area (even if earlier area on a plot has a 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.

5. In case of potted development, the promoter shall disclose the area of the plot being sold to the allottees as per the layout plan.

6. For projects that are ongoing and have not received completion certificate, on the date of commencement of the Act, the promoter shall, within a period of three months of the application for registration of the project with the Authority, deposit in the separate bank account, created for each of the amounts already realized from the allottees, which have not been utilized for construction of the project or the land cost for the project as required under sub-clause (b) of clause (c) of sub-section (2) of section 4, which shall be used for the purposes specified therein.

7. I/We, solemnly affirm and declare that the particulars given herein are correct to (my/our) knowledge and best and nothing material has been concealed by (me/us) therefrom.

Total:

Place:

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

**GOVERNMENT OF HIMACHAL PRADESH
TOWN AND COUNTRY PLANNING DEPARTMENT**

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 project / duly authorized by the promoter of the project, vide its/his/herself authorization dated: _____];

- (iv) The promoter shall deposit seventy percent of the amount 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 the purpose specified in clause (b) of clause (f) of sub-section (1) of section 4 of the Real Estate (Regulation and Development) Act, 2016;
- (v) The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ (unless extended by the Authority in accordance with the Act and the rules made thereunder);
- (vi) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder; and
- (vii) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the Real Estate (Regulation and Development) Act, 2016.
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and under the rules and regulations made thereunder.

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

Date:

Place:

REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA

FORM 'D'

[See rule 3(2), rule 6(1); rule 7]

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

To

[Application/Registration] No. _____ Dated: _____

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

OO.

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

OO.

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

Place:

Date:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA**

**फुल्ल 'E'
[See rule 6(1)]**

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

To:

The Real Estate Regulatory Authority (Name of Place)

Sit:

[We] hereby apply for extension of registration of the following project:

registered with the Authority vide project registration certificate bearing No. _____, which expires on _____

As required [We] submit the following documents and information, namely:

- (i) A Demand Draft No. _____ dated _____ for amount _____ in favour of _____ drawn on _____ bank as extended fee as provided under rule (2) of rule fee through online payment as the same may be _____ (give details of online payment such as date paid, transaction no. etc.);

- (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 from the Authority;
- (v) The authenticated copy of the project registration certificate; and
- (vi) Any other information as may be specified by regulations.

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

Please
Date:

REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA

FORM 17
[See rule 6(3)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

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

registered with the Authority vide project registration number _____

[In the case of an individual Sh/Smt. _____ son of Sh.
Village/Town _____ Tehsil _____ District _____ State _____

OR

[In the case of a Firm / Society / Company / Trust / Limited Liability Partnership /Cooperative Authority etc] having its [registered office / principal place of business] _____ for developing land as Housing Project or mixed development (Residential and Commercial project) or Commercial Project or Phase Development Project or Village/ town _____ Taluk _____ District _____ Himachal Pradesh.

2. This extension of registration is granted subject to the following conditions, namely:
- (i) The promoter shall ensure that registration is extended in favour of the allottee or the assignee of the allottee, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;

- (ii) The promoter shall deposit seventy percent of the amount realised by the promoter in a separate account to be maintained in a scheduled bank to cover the cost of construction and the balance to be used only for that purpose as per sub-section (7) of clause (j) of sub-section (2) of section 4;
- (iii) The registration shall be extended by a period of _____ [days / weeks / months] and shall be valid till _____;
- (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 in the time being in force as applicable to the project, and
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the 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.

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority

Total

Place

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA**

FORM 47
[See rule 8(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority
Town and Country Department
Himachal Pradesh, Shimla

All the rules same size photograph
--

I/We apply for the grant of registration as a real estate agent under sub-section (2) of Section 9 of the Real Estate (Regulation and Development) Act, 2016 to list/sell the sale in purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the Himachal Pradesh. In terms of the Act and the rules and regulations made thereunder,

- 1. The nature of particulars are as follows—
- (i) Status of the applicant - [Individual / Association of People / Company / Partnership Firm / Proprietorship Firm / Societies / Company/ Authority etc].
- (ii) In case of individual / Joint Family

- (a) Name
- (b) Father's Name
- (d) Permanent Address
- (e) Contact Details
- Phone number
 - E-mail
 - Fax Number
 - PAN No. _____ of the Individual/Head of Joint Family
 - Address proof of the Place of business.
- (2) In case of [firm / societies / trust / company / limited liability partnership / competent authority etc.] —
- Name and type of Enterprise
 - Registered Address
 - Name of Authorized Signatory
 - Address
 - Copy of Resolution Regarding Authorization
 - Copy of registration certificate as [firm / societies / trust / company / limited liability partnership / competent authority etc.] including the Dye Laws, Memorandum Of Association, Article Of Association etc. as the case may be.
 - Contact Details (Phone number, e-mail, Fax Number etc.)
 - Address proof of the Place of business

(iii) PAN No. _____ of the proprietor as the case may be,

2. The requisite particulars are as under:

(i) Status of the applicant, whether [individual / company / proprietorship firm / societies / partnership firm / limited liability partnership etc.]:

(ii) In case of individual—

- (a) Name of [Individual / Proprietorship Firm]
- (b) Father's Name
- (c) Occupation
- (d) Address
- (e) Contact Details (Phone number, e-mail, Fax Number etc.)
- (f) Name, photograph, contact etc. bank/aski resm. The proprietor

OR

In case of [firm / societies / company etc.] —

- (a) Name
- (b) Address
- (c) Copy of registration certificate as [firm / societies / company etc.]
- (d) Major set of files

(c) Contact Details (Phone number, e-mail, Fax Number etc.)

(d) Name, photograph, contact details and address of [partners, directors etc.]

(e) Particulars of registration as [partnership, societies, partnership, company etc. including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(f) Authenticated copy of the address proof of the place of business;

(g) Details of registration in any other State or Union Territory;

(h) Any other information as specified by regulations.

3. [I/We] enclose the following documents along with, namely:

(i) Demand Draft of _____ dated _____ for a sum of Rs _____, in favour of _____, drawn on _____ bank as registration fee as per sub rule 2) of rule 4 or through online payment as the case may be. (give details of online payment such as date paid, transaction no. etc.)

(ii) Authenticated copy of the PAN card of the real estate agent and

(iii) 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 herein are correct to [my/our] knowledge and belief and nothing material has been concealed by [me/us] there from.

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

Date:

Place:

**REAL ESTATE REGULATORY AUTHORITY
COMMERCIAL PRANESHI, SHIMLA**

FORM 03
[We rule 9(2)(i)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 9 with registration certificate bearing No. _____ to _____ in the case of _____ individual
Sh/Sri _____ son _____ of
Sh/Sri _____ Tehsil _____ Distt _____
_____ State _____.

OR

[In the case of a Firm / society / cooperative etc.] _____ [In a society / cooperative etc.] _____ 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 _____ (Himachal Pradesh) 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 real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;
 - (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 16 of the Real Estate Act (Regulation and Development) Act, 2016;
 - (iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
 - (v) The real estate agent shall provide assistance or 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 except applicable to him;
 - (viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the 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 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.

Signature and seal of the Authorised Officer,
Real Estate Regulatory Authority.

Dated:
Place

**REAL ESTATE REGULATORY AUTHORITY
JHARKHAND PRADESH, SIMDELA**

**FORM 11
(See rule 9(3), 14(3), 11)**

**INTIMATION OF REJECTION 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 (Name of Place)

To

Application / Registration No:

Date:

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:-

Signature of the Authorized Officer,
Real Estate Regulatory Authority

Place:

Date:

**REAL ESTATE REGULATORY AUTHORITY
JHARKHAND PRADESH, SIMDELA**

**FORM 11
(See rule 10(1))**

**APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE
AGENT**

From:

To:

The Real Estate Regulatory Authority (Name of Place)

Sir,

[We] apply for renewal my/our registration as a real estate agent under registration certificate bearing No. _____, which expires on _____.

1. As required [We] submit the following documents and information, namely:

(i) A demand draft no. _____ dated _____ for subject _____ in favour of _____ drawn on _____ bank on renewal fee as per sub-rule (2) of rule 10 or through online payment as the case may be (give details of online payment such as date paid, transaction no. etc.);

(ii) The authenticated copy of the registration certificate; and

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

(iv) In case of individual

(a) Name of [Individual / Proprietorship Firm];

(b) Father's Name;

(c) Occupation;

(d) Address;

(e) Contact Details (Phone Number, e-mail, Fax Number etc.);

(f) Bank photograph, contact etc. bank address of the proprietor;

OR

In case of [firm / societies / company etc.]

(a) Name of Enterprise;

(b) Address;

(c) Copy of registration certificate as [firm / societies / company etc.];

(d) Major associates;

(e) Contact Details (Phone number, e-mail, Fax Number etc.);

(f) Bank photograph, contact etc. bank address of [partner(s) of enterprises].

(iv) particulars of registration as [proprietorship, sole trader, partnership, company etc.] including telephone, internet and/or e-mail address, or other means of communication etc. as the case may be;

(v) authenticated copy of the address proof of the place of business;

(vi) authenticated copy of the PAN card of the real estate agent;

(vii) authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable;

(viii) Any other information as specified by regulations.

2. I/We solemnly affirm and declare that the particulars given herein are correct to [my/our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

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

Date:

Place:

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA**

FORM 'A'
[See rule 10(1)]

**CERTIFICATE FOR RENEWAL OF REGISTRATION OF REAL ESTATE
AGENT**

1. This renewal of registration is granted under section 9 to—

in the case of an individual) Mr./Ms. _____ son of
[Mr./Ms. _____] (Resid. _____ District _____ State/
Union Territory _____):

OR

[In the case of a firm / society / company etc.] _____ (Firm / Society / Company
etc.) 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 Authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;

- (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 information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
- (v) The real estate agent shall provide assistance to enable the allottee and promote 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 except insofar as they are inconsistent with the provisions of the Act;
- (viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the Authority in accordance with the provisions of the Act and the rules and regulations made thereunder.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the 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.

Signature and seal of the Authorised Officer,
Real Estate Regulatory Authority

Dated:

Place:

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA**

FORM 'L'
[See rule 17(1)]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 20____.

By and Between

[If the promoter is a company]

_____, (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____.

(PAN) _____, represented by its authorized/signatory
(Aadhar No.) _____

1. vide G.S. No. 1120 (I), dated 31st October, 2016, published in the Gazette of India, Extra. Part II, Sec. 3(i), No. 760, dated 31st October, 2016.

2. Form in a form no. 1, 11/2016.

authorized vide board resolution dated _____ hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and their legal assigns)

(OR)

[If the promoter is a Partnership Firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____ (Aadhar No. _____) authorized vide _____, hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their legal executors and administrators of the last surviving partner and his/her legal assigns).

(OR)

[If the promoter is an Individual]

M/s. _____ (Aadhar no. _____) and daughter of _____, residing at _____, (PAN _____), hereinafter called the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors in interest and legal assigns)

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, 1956 or 2013, as the case may be, having its registered office at _____, (PAN _____), represented by its authorized signatory _____ (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in interest and legal assigns)

(OR)

[If the Allottee is a Partnership]

_____ a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____,

(PAN _____), represented by its authorized partner, _____, (PAN no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless requirement for the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr/Ms _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless requirement for the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, assigns, heirs-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr/Ms _____, (Aadhar no. _____) son of _____, aged about _____, or self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having a place of business / residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless requirement for the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottees(s), in case of more than one allottee]

The Promoter and Allottee shall henceforth collectively be referred to as the "Parties" and individually as "Party".

WHEREAS:

A. The Promoter is the absolute and lawful owner of [Khata nos. / survey nos. [Please insert land details as per land deed] _____ totally measuring _____ square meters situated at _____ in _____ District (="Sold Land") vide sale deed (s) dated _____ registered as document no. _____ at the office of the Sub-Registrar,

[OR]

(="Owner") is the absolute and lawful owner of [Khata nos. / survey nos. [Please insert land details as per land deed] _____ totally measuring _____ square meters situated at _____ in Taluk & District _____ (="Sold Land") vide sale deed(s) dated _____ of the Sub-Registrar. The Owner and the Promoter have entered into a [collaborative/development / joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar,

- B. The Said Land is earmarked for the purpose of building a 'commercial/residential/any other purpose' project, comprising _____ multi-storied apartment buildings and [insert any other components of the project], and the said project shall be known as _____ ("Project").

[OR]

The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ plots and [insert any components of the Project] and the said project shall be known as _____ ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial residential development shall be permitted, unless it is a part of the plan approved by the competent authority;

- C. The Promoter is fully competent to enter into the Project Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

- D. The _____ [Please insert the name of the concerned competent authority] has granted the consent/permission/permissions to develop the Project vide approval dated _____ having registration no. _____;

- E. The Promoter has obtained the final layout plan, structural plan specifications and approvals for the Project and also for the apartment plot/building, as the case may be, from _____ [please insert the name of the concerned competent authority] The Promoter agrees and undertakes that s/he shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- F. The Promoter has registered the Project under the provisions of the Act with the _____ (Name of Union Territory) Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

- G. The Allottee has applied for an apartment in the Project vide application no. _____ date: _____ and has been allotted apartment no. _____ having carpet area of _____ square feet/m²; _____ sq. ft. [insert 'insert' block building] no. _____ ("Building") along with garage/covered parking no. _____ measuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of provisions stated in the common areas ("Common Areas") as defined under clause (g) of Section 2 of the Act (hereinafter referred to as the "Apartment") more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule D);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ date: _____ (if it has been allotted) plot no. _____ sq. ft. and for garage/covered parking measuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of provisions stated in the common areas ("Common Areas") as

defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A):

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations details herein;

I. _____ [Please enter any additional relevant details];

J. The Parties, hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to truthfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereunder;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by the between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the "Apartment/Plot" and the garage covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is
 Rs. _____ (Rupees) only ("Total Price") (Have
 break up and description):

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

Rate of Apartment per
 square feet*

Total price for carpeted

*To include breaking of the subjects such as cost of apartment, cost of exclusive balcony or terrace area, cost of exclusive open to road area, proportional cost of common areas, preferential location charges, taxes, maintenance charges as per para 11, etc., if as applicable.

[AND] [if applicable]:

Garage / Covered parking - 1 Price for 1

Garage / Covered Parking - 2 Price for 2

Total price (in rupees)	_____
-------------------------	-------

JOB:

Plot no. Type: _____	Rate of P/O per square feet
Total price (in rupees)	_____

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc. if applicable.

Ans]] First part table

Garage/ Covered parking-1	Price for 1
Garage/ Covered parking-2	Price for 2
Total price (in rupees)	_____

Explanation:—

- (i) The Total Price above includes the handing amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (including the fee, duty or tax to be paid to the Government Authorities on account of replating of sale deed) upto the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority as the case may be after obtaining the completion certificate;
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the actual receipt notifications together with copies from which such taxes etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electricity connectivity to the apartment, fit, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided with the [Apartment/ Plot] and the Project;
- (v) The Total Price is escalation free, save and except increase which the Allottee already agree 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 existing and pending the Allottee for increase in development charges, cost charges imposed by the competent authority, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule D ('Payment Plan').
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any taxation /withholding/ other control as an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions or alterations in the sanctioned plans, layouts, plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'T' and Schedule 'P' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or an area, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 Applicable in case of an apartment: The Promoter shall continue to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the necessary certificate or such other certificate by whatever name called issued by the competent authority is granted by the competent authority, by furnishing details of the charges, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the rate/ rates of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as specified in para 1.2 of the Agreement.
- 1.8 Subject to part C of the Promoter agrees and acknowledges, the Allottee shall have the right in the [Apartment/Plot] as the following:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
 - (ii) The Allottee shall also have undivided proprietary share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with

other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, it is clarified that the promoter shall have access to common areas for the execution of all the work of the project, including the use of platform and funds from the competent authority as provided in the Act;

(iii) That the computation of the price of the [Apartment / Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water, line and plumbing, flooring with paint, marble, tiles, doors, window, fire detection and fire fighting equipment in the common areas maintenance charges as per para 11 etc. The inclusion cost for providing all other facilities, amenities and specifications as is provided within the [Apartment / Plot] and the Project;

(iv) The Allottee has the right to visit the project site to assess the status of development of the project and his apartment / Plot, as the case may be.

9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/ Plot] along with _____ garage / covered parking shall be created as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained Project, involving the said land and is not a part of any other project of same kind shall not form a part of and / or linked / connected with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for shared enjoyment of the Allottees of the Project.

10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottees for the payment of outgoings (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 outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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 hereto, by such authority or person.

11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment / Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment / Plot] as a schedule to the payment Plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall not be entitled to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter.

within the stipulated time as mentioned in the Payment Plan (Schedule C) through A/c Page: cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable to _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including those relating to remittance of payment arising from sale / transfer of immovable properties in India etc. and provide the Promoter with such permission/ approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided, in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or the statutory amendments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matter specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the application laws. The Promoter shall not be responsible towards any third party making payment/commitment on behalf of any Allottee and such third party shall not have any right in the apartment / its payment of the said apartment agreed for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADMINISTRATION/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to deduct/appropriate all payments made by him/ her under any bond(s) or deed against lawful assessment of the Allottee against the [Apartment / Plot], if any, in his/ her name and the Allottee irrevocably and irrefragably and irrevocably authorizes the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project and delivery of the unit of registration of the project with the Authority and towards handing over the [Apartment / Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT (APARTMENT):

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment / Plot] and accepted the floor plan, payment plan and the specification, amenities and facilities provided along with this Agreement] 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, amenities and facilities. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the over-laws, T&E and density norms and provisions prescribed by the [State/insert the relevant State laws] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, the breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT:

- 7.1 **Handover for possession of the said Apartment / Plot** – The Promoter hereby understands that timely delivery of possession of the Apartment / Plot to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter agrees to hand over possession of the [Apartment/Plot], along with fully and complete common areas with all specified amenities and facilities of the project in place of _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment / Plot], provided that such Force Majeure conditions are not of a nature which makes it impossible for contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within sixty days from the date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After the end of the ninety days period by the Allottee, the Allottee agrees that he/she shall not have any rights, etc. etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority from the competent authority shall offer in writing the possession of the [Apartment / Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issuance of occupancy certificate. [provided that, in the absence of local law, the certificate shall, in favour of the allottee shall be considered by the promoter within 2 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify and Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agrees to pay the maintenance charges as determined by the Promoter's association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment / plot, as the case may be, to the allottee at the time of handing over of the same.
- 7.3 **Failure of Allottee to take Possession of [Apartment / Plot]** – Upon receiving a written notification from the Promoter as per clause 7.2.1b, Allottee shall take possession of the [Apartment / Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the

Promoter shall give possession of the [Apartment / Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.3, such Allottee shall automatically be liable to pay maintenance charges as specified in para 7.2.

- 7.1 **Possession by the Allottee** After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority and handing over physical possession of the [Apartment/ Plot] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the occupancy certificate].
- 7.5 **Cancellation by Allottee-** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the banking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee, within sixty days of such cancellation.
- 7.6 **Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under the provisions shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment / Plot]:
- In accordance with the terms of the Agreement duly completed by the date specified in para 7.1 or;
 - Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason the Promoter shall be liable, on demand, to the allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment / Plot], with interest at the rate prescribed in the Rules including compensation, in the manner as provided under the Act within sixty days of it becoming due. Provided that, where, if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment / Plot], which shall be paid by the promoter to the allottee within sixty days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee as follows:

- The Promoter has absolute, clear and marketable title with respect to the said Land; 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.

- (ii) The Promoter has lawful rights and requisite approvals from the concerned 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 on the Land provide details of such encumbrances including any rights, title, interests, and name of party in or over such Land)
- (iv) There is no litigation pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment / Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said [Apartment / Plot] 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, said Land, building and [Apartment / Plot] 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 rights, title and interest of the Allottee stand being, 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 [Apartment / Plot], which would, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said 'Apartment / Plot' to the Allottee in the manner as 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 [Apartment / Plot] to the Allottee and the common areas to the association of allottees or the concerned authority, as the case may be;
- (x) The Subscale property of not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Subscale Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, taxes, charges and taxes and other moneys, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities if the completion certificate has been issued and possession of apartment, plot or, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of allottees or the competent authority, as the case may be; and
- (xii) 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 said property has been received by or served upon the Promoter in respect of the said Land and / or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Final Clause above, the Promoter shall be considered under a condition of Default if the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment / Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time discussed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed to between the parties, and in which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter's business or a declaration in regard to suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the condition listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction obligations and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee 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 under any bond whatsoever towards the purchase of the apartment along with interest at the rate prescribed in the Rules within sixty days of receiving the termination notice. Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the promoter, interest at the rate prescribed in the Rules for every month or day till the time he gets the possession of the [Apartment / Plot] which shall be paid by the promoter to the Allottee within sixty days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default in the occurrence of the following events:

- (i) In case the Allottee fails to make payments for _____ consecutive demands made by the Promoter as per the Payment Plan attached hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules,
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment / Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall hereupon stand terminated. Provided that the Promoter shall intimate the allottee about such termination at least (15) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, or agent of Total Price of the [Apartment / Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate¹ and the completion certificate² as the case may be, in the other case [Provided that in the absence of legal law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and or registration charges within the period mentioned in the act or the Allottee authorizes the Promoter to withhold registration of the conveyance deed in the land record till payment of stamp duty and registration charges by the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment / Plot].

12. DEFECT LIABILITY:

It is agreed that, in case any structural defect or any other defect, in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (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 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and / or maintenance agency to enter into the [Apartment / Plot] in any part thereof after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to see right any defect.

14. USAGE:

Use of Basement and Service Area: The basement (s) and service areas, if any, as located with in the _____ (plot/lot/area), shall hence marked for purposes and 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 etc. and other permitted uses as per municipal laws. The Allottee shall not be permitted to use the services area and the basements in any manner whatsoever, other than those enumerated as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment / Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building or the [Apartment / Plot], or the staircases, lifts, common passages, corridors, circulation area, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment / Plot], and keep the [Apartment / Plot], its walls and partitions, sewers, drains, pipe and accessories hereto or belonging thereto, in good and reasonable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project or on any part thereof or Common Area. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, he/she shall not store any hazardous or inflammable goods in the [Apartment / Plot] or place any heavy material in the entrance passage or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment / Plot].

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the installation, alterations and maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The parties are entering into this Agreement for the allotment of a [Apartment / Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make addition or to put up additional structure(s) anywhere in the Project site for building plan, layout plan, section plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment / Plot / Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law in force then being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment / Plot / Building].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE):

The Promoter has assured the Allottee that the project is its entirety is in accordance with the provision of the [Please

ment, the name of the state Apartment ownership) Act. Tax (promoter showing compliance of various laws/regulations as applicable in

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding agreement on the part of the Promoter to the Allottee and, finally, the Allottee signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and, secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. 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 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 for rectifying the default, which if not rectified within 10 (ten) days from the date of its receipt by the Allottee, responsibility of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, conditions, letters, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said and agreement of plot building, as the case may be.

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment / Plot] and the Project shall equally be applicable to and enforceable against me by any subsequent Allottees of the [Apartment / Plot], in case of a transfer, to the said allottees going along with [Apartment / Plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, in its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive or breach by the Allottee in not making payments as per the Payment Plan (Annexure C) including writing the payment of interest for delayed payment. It is made clear and agreed by the Allottee that 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.

31.2 In the event that the Parties to this Agreement shall be deemed to be valid or mandatorily under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and be taken necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or mandatorily under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and be taken necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottees in Project, the same shall be proportion which the carpet area of the [Apartment - Plot] bears to the total carpet area of all the [Apartment - Plot] in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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 contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar of _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post to their respective addresses specified below:

Name of Allottee

(Allottee Address)

Promoter Name

(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all the communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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 be considered properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be prior to the execution and registration of this Agreement in Rule 154 each 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.

32. 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out of touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the same, breach of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

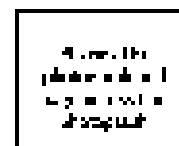
[Please insert any other terms and conditions to put the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above of the Act and the Rules and Regulations made thereunder].

IN WITNESS WHEREOF (part of hereinafter named) have set their respective hands and signed this Agreement for sale on _____ (city / state name) in the presence of witnessing witness, signing as such on the day first above written.

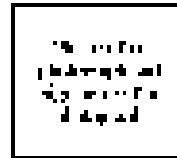
SIGND AND DELIVERED BY NAME

At _____ (Including 101 Buyer)

(1) Signature
 Name _____
 Address _____



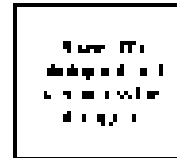
(2) Signature: _____
 Name: _____
 Address: _____



SIGNED AND DELIVERED BY THE NAME

Premises:

(1) Signature (Authorised Signatory) _____
 Name: _____
 Address: _____



At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
 Name: _____
 Address: _____

(2) Signature _____
 Name: _____
 Address: _____

SCHEDULE 'A'- PLEASE INSERT DESCRIPTION OF THE APARTMENT/PLOT AND THE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONGWITH THE BOUNDARIES IN ALL APARTMENT

SCHEDULE 'B'- FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'- PAYMENT PLAN

SCHEDULE 'D'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT);

SCHEDULE 'E'- SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

FORM 24¹
[See rule 23(1)]
COMPLAINT TO AUTHORITY

Complaint under section 31

For use of Regulatory Authority(ies) office:

Date of filing: _____

Date of [receipt at the filing counter of the Registry / receipt by post / online filing]:

Complaint No.: _____

Signature: _____

Register: _____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

_____ Complainant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the complaint(s):

(i) Name(s) of the complainant

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

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

2. Particulars of the respondents:

(i) Name(s) of respondent

(ii) Office address of the respondent

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

3. Jurisdiction of the Authority:

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

4. Facts of the case.

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

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 order(s):

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

7. Complaint not pending w/ 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 in any other court, jurisdictional or otherwise.

8. Particulars of [demand draft / bankers cheque or online payment] in respect of the fee in terms of s. 6(1) of rule 51:

(i) Amount

(ii) Name of the bank on which drawn

(iii) Demand draft number / bankers cheque / online payment transaction no.]

9. List of attachments:

(i) Copies of the documents relied upon by the complainant and referred to in the complaint

(ii) An Index of documents

(iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

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

Place:

Date:

Signature of the complainant(s)

Instructions:

- (1) Every complaint shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated or transliterated and shall be fairly and legibly copy-written, lithographed or printed in double spacing on one side of standard position paper with an inner margin of about 2.5 centimetres width on top and with a right margin of 2.5 cm and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.
- (2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one; then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

APPELLATE TRIBUNAL

FORM 'N'
[See rule 24(2)]

APPEAL TO APPELLATE TRIBUNAL
Appeal under section 17

For use of Appellate Tribunal office

Date of filing:

Date of receipt at the filing counter of the Registry (receipt by post / online filing):

Appeal 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 appeal are:

(a) Name(s) of the appellant:

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

(iii) Address for service of all notices:

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Contact details (Phone number, e-mail, Fax Number etc.):

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 subsection (2) of section 41.

OR

If the appeal is filed after the expiry of the limitation period specified under subsection (2) of section 41, specify reasons for delay.

5. Facts of the case:

Give a concise statement of facts and grounds of appeal against the specific order of the Authority or the adjudicating officer, as the case may be, passed under section(s) _____ in rule(s) _____ or regulation(s) _____.

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:

[If so, state 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 or before any other authority in any other tribunal(s).

9. Particulars of [demand draft / bankers cheque or online payment] in respect of the tax in terms of sub-rule (1) of rule (3)

(a) Account

(b) Name of the bank on which drawn:

(c) [Demand draft number / bankers cheque / online payment transaction no.]:

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

(iv) Other documents as annexed along with the complaint

Signature of the appellant(s)

Verification:-

I _____ (name in full block letters) (and I declare) of _____ 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)

Instructions:

(1) Every appeal shall be filed in English and in case it is in some other language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in double spacing on one side of standard weight paper with an inner margin of about five centimetres width on top and with a right margin of 2.5 cm, and left margin of 5 cm, duly paginated, bound and stitched together in paper book form.

(2) Every appeal shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the appeal.

FORM 10²
[See rule 31(1)]

COMPLAINT TO ADJUDICATING OFFICER

Check for interest and compensation under section 24A and with section 21

For use of Adjudicating Officer's file:

Date of filing:

Date of receipt at the filing counter / receipt by post / online filing:

Complaint No.: _____

Signature: _____

Authorised Officer: _____

IN THE ADJUDICATING OFFICER'S OFFICE

Between

_____ Complainant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the complaint(s)

(i) Name(s) of the complainant

(ii) Address of the working office / residential of the complainant

(iii) Address for service of all notices.

(iv) Contact Details (Phone number, e-mail, Fax Number etc.)

(v) Details of allottees apartment, plot or building, as the case may be.

2. Particulars of the respondent:

(i) Name(s) of respondent.

(ii) Office address of the respondent.

(iii) Address for service of all notices.

(iv) Contact Details (Phone number, e-mail, Fax Number etc.):

(v) Registration no. and address of project :

3. Jurisdiction of the adjudicating officer.

The complainant declares that the subject matter of the claim lies 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]

5. Compensations sought:

In view of the facts mentioned in paragraph 4 above, the complainant 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. **Class 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).

7. **Particulars of [demand draft / bankers cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 3:**

- (a) Amount
- (b) Name of the bank on which it was
- (c) [Demand draft number / bankers cheque / online payment transaction no.]

8. **List of enclosures:**

- (a) Copies of the documents relied upon by the complainant and referred to in the complaint
- (b) An index of documents
- (c) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification:

I _____ (name in full block letters) son / daughter of _____ 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 complainant(s)

Instructions:

- (1) Every complaint shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fully and legibly typewritten, indented 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 of 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in proper book form.
- (2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

**REAL ESTATE REGULATORY AUTHORITY
BIMHAR, PRADESH, SHEET A**

FORM 'P'
(See rule 52(1))

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account
For the year ended _____ (In Rupees)

Sl. No.	Receipts	Current year Amount	Previous Year Amount	Sl. No.	Payments	Current year Amount	Previous year Amount
1	2	3	4	5	6	7	8

Comptroller (Signature)

Member(s) (Signature)

Secretary (Signature)

Office: Lucknow (Finance and Accounts)

Income and Expenditure Account

For the period 1st _____ to 31st _____ (In Rupees)

Sl. No.	Expenditure	Sub-heads	Current Year Amount	Previous Year Amount	Sl. No.	Income	Sub-heads	Current Year Amount	Previous Year Amount
1	2	3	4	5	6	7	8	9	10

Comptroller (Signature)

Member(s) (Signature)

Secretary (Signature)

Office: Lucknow (Finance and Accounts)

Balance Sheet as on 31st (Month) (Year)

(In Rupees)

Sl. Code	Particulars	Balance	Current Year As at	Previous Year As at	Sl. Code	Particulars	Balance	Current Year As at	Previous Year As at
1	2	3	4	5	6	7	8	9	10

Instructions:

- (1) The Schedule referred / referenced above shall be prepared by the Authority based on accounting principles followed by the State Government or by other regulatory authorities or as suggested by the Comptroller and Auditor General of India from time to time.
- (2) The Schedule referred to above shall form an integral part of the Income and Expenditure Account of the Balance Sheet as the case may be.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer in-charge (Financial Accounts)

**REAL ESTATE REGULATORY AUTHORITY
HIMACHAL PRADESH, SHIMLA**

**FORM 'U'
[See rule 33(1)]**

ANNUAL REPORT TO BE PREPARED BY AUTHORITY

A. Introduction:

- (a) Chairman's statement;
- (b) Objectives;
- (c) Important achievements;
- (d) The year in review;
- (e) Landmark decisions;

- (v) Legislative work:
 a. Outreach programme.

- (vi) Capacity building:
 (vii) International engagements:
 (viii) Institute:

- a. Advisors:
 b. Producers:
 c. Real Estate Agents:
 d. Donors:

B. Registration of promoters and real estate agents under the Act:

I. In relation to Promoters:

Sl. No.	Name of promoter	Address of promoter	Description of project for which registration has been made	Act No.	Registration Number	Date of issue of registration	Date on which registration expired	Time of extension of registration or if period of extension	Remarks
1	2	3	4	5	6	7	8	9	10

II. In relation to Real Estate Agents:

Sl. No.	Name of Real Estate Agent	Address of Real Estate Agent	Registration Act No.	Registration Number	Date of issue of Registration Certificate	Date on which Registration Certificate expired	Period of renewal of registration Certificate	Remarks
1	2	3	4	5	6	7	8	9

C. Number of cases filed before the Authority and the adjudicating officer for settlement of disputes and number of cases disposed:

Sl. No.	No. of cases pending in the last quarter with the Authority	No. of cases received during the quarter by the Authority	No. of cases disposed off by the Authority
1	2	3	4

Sr. 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
	2	3	4

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

Sr. No.	Survey conducted during the quarter with details	Observation of Authority	Remedial steps taken
1	2	3	4

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

Sr. No.	Subject	Steps taken	Results achieved
1	2	3	4

F. Statement on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulations made thereunder and statement on interest and compensations ordered by the adjudicating officer.

Sr. No.	Name of the promoter	Details of the directions issued by the Authority adjudicating officer	Penalty / interest / compensations imposed	Whether paid
1	2	3	4	5

Sr. No.	Name of the allottee	Details of the directions issued by the Authority adjudicating officer	Penalty / interest / compensations imposed	Whether paid
1	2	3	4	5

Sr. No.	Name of the real estate agent	Details of the directions issued by the Authority/ adjudicating officer	Penalty / interest / compensations imposed	Whether paid
1	2	3	4	

- G. Investigations and inquiries ordered by the Authority or the adjudicating officer: A brief narrative of investigations and inquiries taken up by the Authority or the adjudicating officers and references received from the competent authority at the State Government.
- H. Orders passed by the Authority and the adjudicating officer: A brief narrative of orders passed by the Authority and the adjudicating officers separately for whom no officer is made out and in case officer is provided, category-wise for each category of orders passed along with a tabular statement indicating the sections under which the order was passed and brief particulars of the orders.
- I. Executive orders of the Authority and Inspector of Factories:
- Monetary penalties: details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied; total amount realized by resorting to rule 29;
 - Matters referred to court under section 29: total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, and number of matters pending with the court at the end of the year; and
 - Matters referred to court for execution of order under section 40: total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.
- J. Execution of the orders of the adjudicating officer and imposition of interest and compensation:
- Interest and compensation: details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, total amount realized by resorting to rule 32; and
 - Matters referred to court for execution of order under section 40: total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.
- K. Appeals:
- Number of appeals filed against the orders of the Authority or the adjudicating officer in the year;
 - Number of appeals pending at the beginning of the year;

- (2) Appeals filed during the year;
- (3) Number of appeals allowed by the Appellate Tribunal during the year;
- (4) Number of appeals disallowed by the Appellate Tribunal during the year;
- (5) Brief write-up on the appeals allowed by the Appellate Tribunal;
- L. References received from the State Government under section 10: a brief narrative on references received from the State Government under section 10 providing for - number of references received during the year, number of references allowed/during the year, number of references pending at the end of the year.
- M. Advocacy measures under sub-section (2) of section 31: a brief narrative on activities undertaken under subsection (2) of section 31 -
- (i) workshops, seminars and other interactions with judges / experts / policy-makers / regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same;
 - (ii) papers and studies published for advocacy of laws and policies relating to the real estate sector and for creating awareness on the same;
 - (iii) consultancies papers published/placed on website of the Authority;
 - (iv) analytical papers prepared and examined;
 - (v) others.
- N. Administration and establishment matters.
- (i) report of the Secretary;
 - (ii) composition of the Authority;
 - (iii) details of Chairperson and Members appointed in the year and of those who demitted office;
 - (iv) details of all assisting officers appointed in the year and those who demitted office;
 - (v) organizational structure, etc.
 - (vi) a tabular statement containing information on personnel in the Authority, category-wise: sanctioned posts, posts filled or vacancies, appointments made in the year etc.
- O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.
- P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority.
- Q. Budget and Accounts
- (i) budget estimates and revised estimates, under broad categories;

- (ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75;
- (iii) actual expenditure under broad categories;
- (iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75, and
- (v) any other information.
- R. International cooperation:** A brief narrative of international cooperation, if any, undertaken by the Authority.
- S. Capacity Building:** A brief narrative of capacity building initiative undertaken including
- (i) number of employees (category wise and grade wise) trained in house with details of such programmes like content, duration and faculty;
- (ii) number of employees (category wise and grade wise) trained by outside institutions (especially within Indian and outside India) with details of names of institutions and countries and to specify what kind of training was undertaken such as internship, exchange programmes, fellowships, study leave, special arrangements with foreign universities/institutions; and
- (iii) expenditure of capacity building initiative.
- T. Ongoing programmes:** A brief narrative of ongoing programmes.
- 11. Right to Information:** A brief narrative of:-
- (i) number of applications received by Public Information Officer (PIO)/Assistant Public Information Officer (APIO) seeking information under RTI Act;
- (ii) number of applications for which information has been provided by PIO;
- (iii) number of applications pending with PIO;
- (iv) number of appeals filed before the First Appellate Authority against the order of PIO;
- (v) number of appeals which have been disposed of by First Appellate Authority;
- (vi) number of appeals pending with the First Appellate Authority;
- (vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member's (Signature)

By order,
(MANJITA KANDIA)
Joint Chief Secretary (D.P.)