

Government of Jharkhand
Urban Development & Housing Department

Notification

NO. 06/URD(H&H)-09/2016-40740..... 326/2017? Ranchi, Dated: 18/05/17

In exercise of the powers conferred by sub-section (2) of section 81 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 15 of 2016), the Government of Jharkhand, hereby issues the following rules, to wit:-

CHAPTER - I

PRELIMINARY

1. Short Title and Commencement:-

- 326/2017
18/05/17
- 1.1 These rules may be called the 'Jharkhand Real Estate (Regulation and Development) Rules, 2017 (Central act of 2016).
 - 1.2 They shall come into force on the date of their publication in the official gazette.
 - 1.4 These rules shall apply to entire state of Jharkhand.

2. Definitions:-

- 2.1 "Act" means the Real Estate (Regulation and Development) Act, 2017;
- 2.2 "Association of allottees" means a collective of the allottees of a real estate project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members, and shall include the representatives of the allottees;
- 2.3 "Authenticated copy" shall mean a self-styled copy of any document;
- 2.4 "Annexure" means an annexure appended to these rules;
- 2.5 "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation.— For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment meant for the exclusive use of the allottee and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net

inside floor area of an apartment, meant for the exclusive use of the allottee;

2.6 "Completion certificate" means the completion certificate or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been completed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the land laws;

2.7 "Common Area" means:

2.7.1 The entire land for real estate project on which the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

2.7.2 The stair cases, lifts, and lift lobbies, fire escapes, and common entrances and exits of buildings;

2.7.3 The common passages, terraces, parks, play grounds, open parking areas and common storage spaces;

2.7.4 The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staff or for the lodging of community services personnel;

2.7.5 Installation of central services such as electricity, gas, water and sanitation, air-conditioning and fire-fighting system for water conservation and renewable energy;

2.7.6 The water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;

2.7.7 All community and common facilities as provided in the real estate project;

Explanation-Community & common facilities shall include only those facilities which have been provided as common areas in the real estate project.

2.7.8 All other portions of the project necessary or convenient for its maintenance, safety and occupation use;

2.8 "Department" means Urban Development & Housing, Department, Government of Jharkhand;

2.9 "Form" means a form specified in these rules;

2.10 "Government" means the Government of Jharkhand;

2.11 "Occupancy certificate" means the occupancy certificate, in such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for other infrastructure such as water, sanitation and electricity.

*2.12
2.13
2.14
2.15*

2.12 "Section" means a section of the Act.

2.13 "Selection Committee" means the selection committee constituted under section 12 and section 16 (2) of the Act in accordance with the rules.

2.14 "Search Committee" means the search committee constituted under these rules to assist the selection committee and

2.15 Words and expressions used but not defined in these rules, but defined in the Act, shall have the meanings respectively assigned to them in the Act.

2.16

2.17

CHAPTER - II

REAL ESTATE PROJECT

3. Information and documents to be furnished by the promoter for registration of project:

3.1 A promoter shall furnish the following additional information and documents along with those specified under the section 2 of the Act, for registration of the real estate project with the regulatory authority namely:-

3.1.1 Authenticated copy of the PAN card of the promoter.

3.1.2 Audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years.

3.1.3 The number of open parking areas and the number of covered parking areas available in the real estate project.

3.1.4 Copy of the legal title deed reflecting title of the promoter to the land on which development of project is proposed along with legally valid documents with authentication of such title; if such land is owned by another person.

3.1.5 Details of encumbrances on the land on which development is proposed including details of any litigation, the interest, date, litigation and name of party in or over such land along with details.

3.1.6 Where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement 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.

3.1.7 Name, position and contact details and address of the promoter if it is an individual and the name, photograph, signature, details and address of the chairman, members, directors, as the case may be, and the authorized person in case of other entities.

3.2 The application referred to in sub-section (1) of section 4 shall be made in Form IV, in triplicate, until the application procedure is made to be as prescribed under sub-section (5) of section 4 of the Act.

3.3 The promoter shall pay a registration fee at the time of application for registration by way of a demand draft or a bankers cheque drawn on any

asphalted bank or through out or overland, unless as the case may be, it is specially allowed at the rate of -

3.3.1 In case of residential project, five rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters or rupees ten per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than five lakhs rupees.

3.3.2 In case of mixed development (residential and commercial) project, rupees ten per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters or rupees fifteen for projects where the area of land proposed to be developed exceeds one thousand square meters but shall not be more than seven lakhs rupees.

3.3.3 In case of commercial projects twenty rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters or twenty-five rupees per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than ten lakhs rupees.

3.3.4 In case of plotted development project, five rupees per square meter, but shall not be more than ten lakhs rupees.

3.4 The declaration to be submitted under clause (1) of sub-section (3) of section 4, shall be in Form 17, which shall include a declaration stating that the promoter shall not discriminate against any allottee of the time of allotment of any apartment, plot or building, as the case may be.

3.5 In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of 30 days provided under sub-section (1) of section 4, registration fee to extent of ten percent paid under sub-rule (2) above, or rupees fifty thousand whichever is more, shall be returned as processing fee by the regulatory authority and the remaining amount shall be refunded to the promoter within 30 days from the date of such withdrawal.

4. Disclosure by promoters of existing projects-

4.1 On the notification for commencement of sub-section (1) of section 4, the promoter of an ongoing project which has not received completion certificate shall, within the time specified in the said sub-section, make an application to the Authority as provided in rule 3.

4.8 The promoter shall disclose all project details as required under this act and the rules and regulations made thereunder, including the status of the project and the extent of completions-

4.21 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,

4.22 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.

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

4.4 In case of plotted development, the promoter shall disclose the area of the plot being sold to the allottees.

5. Withdrawal of sums deposited in separate accounts-

5.1 For the purposes of clause (D) of clause (1) of sub-section (2) of section 4 of the Act, the total cost shall be the cost incurred by the promoter, whether as an outright purchase, lease, mortgage and sale, including the charges incurred to obtain the approval of the competent authority.

5.2 For the purposes of clause (D) of clause (1) of sub-section (2) of section 4 of the Act, the construction cost shall be the cost incurred by the promoter, including the extra site expenditure for the physical development of the project.

6. Grant or rejection of registration of projects-

6.1 Upon the registration of a project as per section 5 and with rule 3 of the Act, as the case may be, the Authority shall issue a registration certificate with a registration number in Form 'C' to the promoter.

6.2 In case of rejection of the application as per section 5 of the Act, the Regulatory Authority shall inform the applicant in Form 'D'.

7. Extension of registration of projects-

7.1 The registration granted under the Act, may be extended by the Authority, on an application made by the promoter in Form 'E', in duplicate, and the application procedure is made with cash, within three months prior to the expiry of the registration period.

7.2 The application for extension of registration shall be accompanied with a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, for an amount

7281
11/12/10

11/12/10

of a draft of the registration fees as prescribed under sub-rule (5-B) of rule 2 along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project along with documents supporting such reasons-

Provided that when the promoter applies for extension of registration of the project under a case subject, he shall not be liable to pay any fee.

7.3 The extension of registration of the project shall not be beyond the period specified as per local laws for completion of the project or phase thereof as the case may be.

7.4 In case of extension of registration, the authority shall inform the promoter about such extension in Form 'E' 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.

8. Revocation of registration of the project-

Upon the revocation of registration of a project as per section 7 of the Act, the Authority shall inform the promoter about such revocation in Form 'F'.

9. Agreement for sale-

9.1 For the purpose of sub-section (2) of section 13 of the Act, the agreement for sale shall be in the form as Form 'G'.

9.2 Any application letter, allotment letter or any other document signed by the allottee in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the right and interests of the allottee under the agreement for sale or under the act or the rules or the regulations made thereunder.

11.3 The registration granted under this rule shall be valid for a period of ten years.

12. Renewal of registration of real estate agents-

12.1 The registration granted to a real estate agent under Section 8 may be renewed as per section 9 on application made by the real estate agent in form 'K', which shall not be less than three months prior to the expiry of the registration granted.

12.2 The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank or through online payment for a sum of five thousand rupees in case of the real estate agent being an individual or a five thousand rupees in case of the real estate agent being a

12.3 The real estate agent shall also submit all the updated documents as mentioned in clauses 10.1.1 to 10.1.6 of sub-rule (10) of rule 10 at the time of application for renewal.

12.4 In case of renewal of registration, the Authority shall inform the real estate agent in form 'L' about the same and in case of rejection of the application for renewal of registration, the Authority shall inform the real estate agent in form 'M'.

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

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

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

13. 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 'N'.

14. Maintenance of 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 (41 of 1961).

15. Other functions of a real estate agent-

The real estate agent shall provide assistance to provide the shelter and promote a harmonious and respective rights and fulfil their respective obligations at the time of buying and sale of any plot, apartment or building, as the case may be.

CHAPTER - IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

16. Details to be published on the website of the Authority:-

16.1 Details to be published on the website

For the purpose of clause (b) of section 34, the Regulatory 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:-

16.1.1 Details of the promoter including the following namely:-

16.1.1.1 Developer or group profiles:-

16.1.1.1.1 Brief detail of his enterprise including its name, registered address, type of enterprise (partnership, limited liability partnership, society, partnership company, company or firm) or, the particulars of registration as such enterprise and in case of a newly incorporated or registered entity, besides also of the parent entity including its name, registered address, type of enterprise (whether as partnership, society, limited liability partnership, partnership company, competent authority);

16.1.1.1.2 Background of promoter - work experience of the promoter and income of a newly incorporated or registered entity work experience of the parent entity;

16.1.1.2 Track record of the promoters:-

16.1.1.2.1 Number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the Jharkhand.

16.1.1.2.2 Number of years of experience of the promoter or parent entity, in real estate construction in other states or Union territories.

16.1.1.2.3 Number of completed projects and area constructed till date.

3281
18/05/18

16.1.1.1 Number of ongoing projects and proposed area to be constructed.

16.1.1.2 Details and possible ongoing and completed projects for the last five years as provided under clause (b) of sub-section (7) of section 4 of the Act.

16.1.2 Officers: Details of allocation in the past five years in relation to the real estate projects.

16.1.3 Website:-

16.1.3.1 web link of the developer or project entity, as the case may be;

16.1.3.2 web link of the project.

16.1.4 Details of the real estate project, including the following, namely:-

16.1.5 Compliance and registrations:-

16.1.5.1 authenticated copy of the approvals and encumbrance received from the competent authority as provided under clause (c) of sub-section (2) of section 3;

16.1.5.2 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 3;

16.1.5.3 details of the registration granted by the Authority under the Act.

16.1.6 Apartment, plot and garage related details:

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

16.1.6.2 Details of the number and area of garage/covered parking for sale in the project as provided under clause (1) of sub-section (2) of section 4.

16.1.6.3 Details of the number of open parking as usual covered parking as available in the real estate project.

2261
10/25/15

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

16.1.24 Consultants: Details, including names and addresses, of contractors, architect, structural engineers and other persons concerned with the development of the real estate project under clause (k) of sub-section (2) of section 4 at least

- A Name and address of the firm;
- B Names of partners;
- C Year of establishment;
- D Names and titles of key project concerned;

16.1.25 Location: The details of the location of the project, with clear demarcation of land allocated for the project along with its boundaries including the latitude and longitude at the end points of the project as provided under clause (l) of sub-section (2) of section 4;

16.1.26 Development Plans-

- A The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including the lighting facilities, drinking water facilities, emergency communication services, use of renewable energy etc. as provided under clause (m) of sub-section (2) of section 4;
- B Amenities to be provided not only along the salient features of the proposed project including access to the project, design fire control supply including street lighting, water supply, sewage, and site for disposal and treatment of storm and surface water, and any other facilities and amenities or public health services proposed to be provided in the project;
- C Date of start or milestone starts and project schedule- The plan of development works to be executed in the project and the details of the proposed facilities to be provided therein;
- D The stage wise time schedule of completion of the project, including the provisions for risk

infrastructure like water, sanitation and electricity

16.1.3 Financial details of the promoter:

16.1.3.1 The authenticated copy of the PAN card of the promoter;

16.1.3.2 audited balance sheet of the promoter for preceding financial year and income tax return of the promoter for three preceding financial years and, in case of newly incorporated or expanded entity such information shall be disclosed for the recent entity;

16.1.4 The promoter shall upload the following updates on the webpage for the project within seven days from the expiry of each quarter:

16.1.4.1 list of number and types of apartments or plots booked;

16.1.4.2 list of number of garages booked;

16.1.4.3 status of the project:-

16.1.4.3.1 status of construction of each building with photographs;

16.1.4.3.2 status of construction of each floor with photographs;

16.1.4.3.3 status of construction of internal infrastructure and common areas with photographs;

16.1.4.4 Status of approvals:-

16.1.4.4.1 Approvals received;

16.1.4.4.2 Approvals applied and expected date of receipt;

16.1.4.4.3 Approvals to be applied and date planned for application;

16.1.4.4.4 Mention to any amendment or revisions, if any, issued by the competent authority with regard to any sanctioned plans, layout plans, specifications, isue, permit or approval for the project.

16.1.5 Disclosures:

16.1.5.1 Appraisals

16.1.5.1.1 No objection certificate:-

a) Consent to Establishment of a project;

b) Environment clearance

23/01
18/05/19

- e) Fire NOC
- f) Permission from water and sewerage department
- g) Height clearance from Airport Authority of India where applicable
- h) Other approvals as may be required and obtain as per project.

16.1.5.12 Authenticated copy of the license to build and permission, building sanction order and the commencement certificate from the competent authority, obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license to build and permission, building sanction order and the commencement certificate for each of such phases proposed for implementation.

16.1.5.13 Authenticated copy of the site plan or site map showing the location of the project land along with names of adjacent estates, survey numbers, cadastral numbers, Khata numbers and area of each parcels of the project land, whichever is applicable;

16.1.5.14 An illustrated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority

16.1.5.15 Floor plans for each tower and block including clubhouse, amenities and common areas;

16.1.5.16 Any other permission, approval, or license that may be required under applicable law

16.1.5.17 A authenticated copy of occupancy certificate and completion certificate including its application.

- f) Legal documents:-
 - a) the details including the programme 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

22.61
18/05/12

land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;

- e) land title search report from an advocate having experience of at least ten years in land related matters;
- f) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land or such encumbrances certified through an advocate having experience of at least ten years in land related matters;
- g) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
- h) sanction letters:
 - i. from banks for construction finance;
 - ii. from banks for home loan facilities;

16.1.6 Contact details: contact address, contact numbers and e-mail id of the promoter, authorized persons or other officials handling the project.

16.1.6.1 for the purposes of clause (g) of section 24, the Regulatory Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of every project registered or permitted, as the case may be.

16.1.6.2 for the purposes of clause (d) of section 24, the Regulatory Authority shall ensure that the following information shall be made available on its website in respect of every real

estate agents registered with it or whose application for registration has been rejected or revoked, namely:

16.1.6.2 For real estate agents registered with the Regulatory Authority:

- i. registration number and its period of validity at 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 as proprietorship, sole trader, partnership, company etc.)
- iii. particulars of registration as proprietorship, sole trader, partnership, company etc. including the bye-laws, memorandum of association, articles of association 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;
- vi. authenticated copy of the address proof or the place of business and the contact address, contact numbers and e-mail id of the real estate agent and its other officials;
- vii. Income tax returns filed under the provisions of the Income tax act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income tax act, 1961 for any of the three year preceding the application, a declaration to that effect.

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

320
18/05/17

- 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 as proprietorship, society, partnership, company etc.);
- iii. name, address, contact details and photograph of the real estate agent if it is an individual and its name, address, contact details and photograph of the partners, directors etc. in case of other persons;

14.14(2) such other documents and information as may be specified by the Act or the rules and regulations made there under.

14.14(3) The Regulatory Authority shall maintain a backup, a digital form, of the contents of its website in terms of this rule and ensure that such backup is made on the last day of each month.

18/05/17

CHAPTER - V

RATE OF INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

17. Interest payable by promoter and allottee:

The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India Highest Marginal Cost of Lending Rate plus ten percent.

18. Timelines for refunds:

Any refund of amounts along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made there under, shall be payable by the promoter to the allottee within forty five days from the date on which such refund along with applicable interest and compensation, as the case may be, becomes due.

CHAPTER - VI

REAL ESTATE REGULATORY AUTHORITY

19. Selection of Chairperson and other Members of Authority:-

19.1 Notwithstanding vacancies of Chairperson or any other Member in the Authority exist or in so far as it is likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled as per provisions of section 21 of the Act.

19.2 The State Government shall expeditiously constitute a Selection Committee, as often as may be required, to select persons for appointment as Chairperson.

19.3 The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government. The Selection Committee shall consist of the following members, namely:

19.3.1 Chief Justice of High Court or his/her or his nominee shall be the chairman.

19.3.2 Additional Chief Secretary or Principal Secretary or Secretary to Government, Urban Development & Housing Department shall be a member and convenor of the selection committee.

19.3.3 Principal Secretary, Government of Maharashtra.

19.4 The Selection Committee as constituted under sub-rule (3) may, for the purpose of selection of the Chairperson or a Member of the Regulatory Authority, devise its own procedure as detailed in sub-rule (4) of the appointment of search committee and may lay down guidelines and procedure to invite applications from amongst persons having adequate knowledge and professional experience of at least twenty years in case of the Chairperson and fifteen years in the case of the Member in urban development, housing, real estate development, infrastructure, economic, technical aspects from relevant fields, planning, law, commerce, accountancy, industry, management, social services, public affairs or administration.

Provided further that a person who has or has been in the service of the State Government shall not be appointed as a Chairperson unless such person has held the post of Additional Chief Secretary or Chief Secretary to the State Government or some equivalent post in the Central Government.

Provided further that a person who has or has been in the service of the State Government shall not be appointed as a Member unless such person has held the post of Secretary or Principal Secretary to the State Government or any equivalent post in the Central Government.

10/11/17

22/2/17
10/11/17



20

19.5 The Selection Committee shall prepare a panel of names possessing the requisite qualifications and experience and forward the same for consideration for appointment as Chairperson or Member of the Regulatory Authority.

19.6 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 other Member, as the case may be.

Salary and allowances payable and other terms and conditions of service of Chairperson and other Members of Authority -

20.1 The salaries and allowances payable to the Chairperson and other Members of the Authority shall be as follows:-

20.1.1 The Chairperson and Member of the Authority shall be paid a consolidated monthly salary equivalent to Chief Secretary and Principal Secretary of the State Government, respectively.

20.2 Dearness Allowance and city compensatory Allowance: The Chairperson or the Member of the Authority shall be entitled to receive Dearness Allowance and other allowances at the rate as admissible to the Chief Secretary of the State Government or principal Secretary of the State Government as applicable.

20.2.1 Provided that in case a person appointed as the Chairperson or a member is in receipt of any pension, the any of such person and be reduced by the gross amount of pension including any commuted portion thereof drawn by him.

20.2.2 Provided further that the Chairperson and other Members shall be entitled to draw admissible allowances on the original basic pay before such fixation of pay.

20.3 Leave:-

20.3.1 The Chairperson or a Member shall be entitled to forty days of earned leave for every year of service. The payment of leave salary during the leave shall be as admissible to the Chief Secretary or the Principal Secretary as the case may be. The Chairperson or Member shall be entitled to encashment of fifty percent of earned leave as his credit at any time.

20.3.2 Leave Sanctioning Authority:-

Leave Sanctioning Authority in case of:-

20.3.2.1 The Chairperson of the Authority, shall be the Minister in charge of the Urban Development & Housing Department of the State Government and

20.3.2 The Members of the Authority, led by the Chairperson.

20.4 Travelling Allowance and Daily Allowance:-

20.4.1 The Chairperson and the Members while on tour (including the journey undertaken by any one of his term) as ordered to his territories shall be entitled to travelling allowance, daily allowances, transportation of personal effects and other similar matters at the same rate as admissible to the Chief Secretary or the Principal Secretary of the State Government as the case may be.

20.4.2 The Chairperson and every Member shall be his own controlling officer in respect of his bills relating to travelling & business and daily allowances and

20.4.3 Domestic travel of the Chairperson and a Member, while on tour, shall be entitled to the facility of government accommodation in the guest house or inspection bungalows run by the State Government or hotel accommodation in case Government accommodation is not available, as applicable to Chief Secretary or Principal Secretary of Government of Madhya Pradesh.

20.5 Leave Travel Concessions:-

The Chairperson and Members shall be entitled to Leave Travel Concessions (L.T.C.) at the same rates as admissible to the Chief Secretary or the Principal Secretary to the Government as the case may be.

20.6 Medical facilities:-

The Chairperson and a Member shall be entitled to medical treatment and hospital facilities as provided to the members of Indian Administrative Service of the corresponding grade in the State Government.

20.7 Conveyance facilities:-

The Chairperson and a Member shall be entitled to conveyance facilities as admissible to the Chief Secretary or the Principal Secretary to the Government (L.T.C.).

20.8 Accommodation to Chairperson and Members:-

20.8.1 The Chairperson and Members of the Authority shall be entitled to go administrative RWA (House Rent Allowance);

20.9 Telephone facilities:-

The Chairperson and Members of the Authority shall be entitled to telephone facilities as admissible to the Chief Secretary or the Principal Secretary of the State Government as applicable.

226
18/5/13

29.11 Other allowances-

The Chairperson and Members of the Authority shall be entitled to such other allowances as are applicable to the Chief Secretary or the Principal Secretary respectively in the State Government.

Notwithstanding the provisions contained in this rule, if the Chairperson or the Member is a serving officer of the State or Central Government, his entitlement shall be higher of those admissible to him under the applicable service rule.

320
19/05/17

29.12 Term of office:

29.12.1 The Chairperson and every Member shall, unless removed from office under sub-section (1) of section 26, hold office for a period not exceeding five years from the date he takes charge of the office in that capacity, or till the age of sixty five years, whichever is earlier.

29.12.2 When the Chairperson is unable to discharge his functions owing to absence, illness or any other cause, the senior most (in order of appointment) Member of the Real Estate Regulatory Authority holding office for the time being shall discharge the functions of the Chairperson until the day on which the Chairperson resumes the charge of his functions.

29.12.3 In a vacancy arising in the office of the Chairperson by reason of his death or resignation, the State Government shall nominate another Member as per section 24 of the Act as the Chairperson and the Member so nominated shall hold office of the Chairperson until the vacancy is filled by a fresh appointment under sub-section (1) of Section 24 of the Act. Till that period the senior most (in order of appointment) Member of the Real Estate Regulatory Authority holding office for the time being shall discharge the functions of the Chairperson, until the day on which the Chairperson resumes the charge of his functions.

29.12 Oath of Office and Secrecy-

29.12.1 Every person appointed as the Chairperson and Member shall, before entering upon their office, make and subscribe to an Oath of Office and of Secrecy in the Form (I and J), respectively.

29.12.2 Before appointment, the Chairperson and the Members should have in good faith declared that he has not and will not have any such financial or other interest as is likely to affect impartially his functions as such Chairperson or Member.

21. Administrative powers of the Corporation of Authority

21.1 The Corporation of the Authority shall exercise the administrative powers in respect of-

- 21.1.1 Matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies with the approval of the Government;
- 21.1.2 Matters pertaining to creation and abolition of posts;
- 21.1.3 Matters relating to appointments, promotions and conditions for all posts;
- 21.1.4 Acceptance of resignations by any Member, officer or employee;
- 21.1.5 Offsetting against sanctioned posts;
- 21.1.6 Authorization of tours to be undertaken by any Member, officer or employee within and outside India and allowances to be granted for the same;
- 21.1.7 Matters in relation to reimbursement of medical claims;
- 21.1.8 Matters in respect of grant and rejection of leaves;
- 21.1.9 Permissions for hiring of vehicles for official use;
- 21.1.10 Remuneration for attending seminars, conferences and training courses in India or abroad;
- 21.1.11 Permission for invitation of guests to any training course;
- 21.1.12 Matters pertaining to staff welfare measures;
- 21.1.13 Scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economic service;
- 21.1.14 Matters relating to disciplinary action against any Member, officer or employee.

21.2 The Chairman of the Authority shall also exercise such other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and the rules and regulations made thereunder.

326/
12/1/18

12/1/18

12/1/18

CHAPTER - VII

POWERS AND FUNCTIONS OF THE AUTHORITY

22. Functioning of the Authority:-

22.1 The office of the regulatory authority shall be located at Ranchi or at such place as may be determined by the State Government by notification.

22.2 The working days and office hours of the regulatory authority shall be the same as that of the State Government.

22.3 The official common seal and emblem of the regulatory authority shall be such as the State Government may specify.

23. Additional powers of the Authority:-

23.1 In addition to the powers specified in subsection (2) of section 35 of the act, the regulatory authority shall have the following additional powers:

23.1.1 Require the promoter, licensee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time as it may deem necessary.

23.1.2 Require, in writing, subject to the provisions of sections 124 and 129 of the Indian Evidence Act, 1927 (Central Act 1 of 1927), any public record or document or copy of such record or document from any office.

23.2 The Regulatory Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, computer, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the regulatory authority in the conduct of any inquiry or proceedings before it.

23.3 On receipt of the application as prescribed from a promoter in all respects under section 4 of the act read with rule 2 for registration of a project, the Authority may review the documents submitted along with the application under rule 4 and require, inter alia, the following matters and such other matters as it may consider necessary, prior to grant of registration within the time specified under subsection (1) of section 5 of the act, namely:-

23.3.1 the nature of right - and interest of the promoter to the land which is proposed to be developed;

23.3.2 extent and location of area of land proposed to be developed;

23.3.3 layout plan of the project;

23.3.4 financial, technical and managerial capacity of the promoter to develop the project;

23.3.5 plan regarding the development works to be executed in the project and

23.3.5 Conformity of development of the project with neighboring areas.

24. The Authority may, in the interest of the allottees, require the deposit of amounts imposed as penalty, interest or compensation paid or payable by the promoter, in order to ensure that the promoter has not

24.1 withdrawn the said amounts from the account mentioned or provided under sub-clause (D) of clause (f) of sub-section (2) of section 4, or

24.2 used any amounts paid to such promoter by the allottees for the real estate project for which the penalty, interest or compensation is payable, or any other real estate project;

24.3 recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

24. Manner of recovery of interest, penalty and compensation-

Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as interest, fine and revenue shall be carried out in the manner provided in the Financial and Revenue Act, 1964 and the rules made there under.

25. Manner of implementation of order, direction or decisions of the adjudicating officer, the Authority or the Appellate Tribunal-

For the purpose of sub-section (2) of section 40 of the Act, every order passed by the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, regulatory authority, or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a civil proceeding. Provided that it shall be lawful for the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order, either within the local limits of venue jurisdiction, the real estate project is located in, or the principal civil court within the local limits of venue jurisdiction the person against whom the order is being issued, either by and voluntary or res. deal, or carrying on business, or personally works for gain.

CHAPTER - IX

CONDITIONS OF SERVICE OF OFFICERS AND OTHER EMPLOYEES OF THE AUTHORITY

26. Categories of officers and employees of the Authority and pay scales-

The nature and exigencies of officers and employees of the Authority shall be recommended by the Authority for consideration of the State Government, which shall be approved with or without modifications, as the case may be, by the State Government.

27. Conditions of service.

27.1 The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with the rules and regulations as any time time to time, applicable to officers and employees of the State Government and drawn up the corresponding scales of pay.

Provided that the provisions of the Handbook Civil Services shall apply to the officers and employees of the Authority subject to modifications specified in the schedule to these rules.

27.2 Consultants or experts may be engaged by the Authority to facilitate its discharge of functions. The consultants or experts shall be paid a monthly honorarium as may be determined by the State Government from time to time.

27.3 The consultants or experts shall not be deemed to be regular members of the Staff frame of the establishment of the Authority. The consultants or experts may be appointed for term of one year, renewable year to year basis.

27.4 The term of the appointment of consultants or experts may be terminated by the Authority by serving one month's notice.

27.5 The State Government shall have powers to take the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts as the case may be for the reasons recorded in writing.

28. Continuation of Authority-

28.1 The office of the Authority shall be located at such place as may be determined by the State Government by notification.

18/05/12
18/05/12

- 28.2 The working days and office hours of the Authority shall be the same as those of the normal working days and office hours of the other offices of the State Government.
- 28.3 The official emblem, seal and emblem of the Authority shall be such as the State Government may specify.
- 28.4 Every notice, order and direction of the Authority shall bear the seal of the Authority which shall be in custody with the person designated by the Chairperson.
- 28.5 The Authority shall ordinarily have sittings at its headquarters and at such other places as the Commission may by general or special order specify.

29 Additional powers of Authority:

- 29.1 In addition to the powers specified in clause (17) of sub-section (2) of section 4 of the act, the Authority shall exercise the following additional powers:-
 - 29.1.1 Require the promoter, allottee or real estate agent to furnish an affidavit, such in relation to explanation or produce such documents within such reasonable time as it may deem necessary;
 - 29.1.2 Reproduction, subject to the provisions at sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.
- 29.2 The Regulatory Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, town planning/urban planning, architecture, law or engineering or from any other disciplines if deemed necessary, to assist the Authority in the conduct of any inquiry or proceedings before it.
- 29.3 The Authority may in the interest of the allottees, inquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not:-
 - 29.3.1 Withdrawn the said amounts from the account maintained under sub-clause (3) of clause (1) of sub-section (2) of section 4-a;
 - 29.3.2 Used any amount paid to such person or by the allottees for that real estate project for which the penalty, interest or compensation is payable, or any other real estate project;
 - 29.3.3 Withdrawn the amounts paid as penalty, fine or compensation from the a/c of the relevant real estate project or any other real estate project.

30. Recovery of interest, penalty and compensation:-

Subject to the provisions of sub-section (1) of the section 40, the recovery of the amounts due such as interest, penalty or compensation shall be treated as a process at law governed by the manner provided under local laws.

31. Manner of implementation of order, direction or decisions of the adjudicating officer the regulatory authority or the appellate tribunal:-

For the purpose of sub-section (2) of section 40 of the act, every order passed by the adjudicating officer, Regulatory Authority or Appellate Tribunal, as the case may be, under the act or the rules and regulations made thereunder, shall be enforced by the Adjudicating officer, Regulatory Authority or Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, Regulatory Authority or Appellate Tribunal as the case may be, in the event of its inability to execute such order either within the local limits of its jurisdiction the person, against whom the order is being issued, actually or nominally residing, or carries on business, or personally resorts for gain.

396/
15/05/19

**CONDITIONS OF SERVICE OF OFFICERS AND OTHER
EMPLOYEES OF THE AUTHORITY**

32. Categories of Officers and employees of the Authority and pay scales-

The grades and categories of officers and employees of the Authority shall be recommended by the Authority in consultation of the State Government, which shall be approved with or without modification, as the case may be, by the State Government.

33. Conditions of service:

33.1 The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining leave, joining leave pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as may from time to time apply to the officers and employees of the State Government and drawing the corresponding scales of pay.

Provided that the provisions of the Bank and Civil Services Rules shall apply to the officers and employees of the Authority subject to modification specified in these rules.

33.2 Consultants or experts may be employed by the Authority to facilitate its discharge of functions. The consultants or experts shall be paid a monthly honorarium as determined by the State Government from time to time.

33.3 The consultants or experts shall not be deemed to be regular members of the Staff of the said establishment of the Authority. The consultants or experts may be appointed for term of one year, extendable on year to year basis.

33.4 The term of the appointment of consultants or experts may be terminated by the Authority by serving one month's notice.

33.5 The State Government shall have powers to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts as the case may be for the reasons recorded in writing.

33.1
33.2
33.3
33.4
33.5

CHAPTER - XI

REAL ESTATE APPELLATE TRIBUNAL

34. Appeal and the fees payable:-

34.1 Every appeal filed under sub-section (1) of section 45 shall be accompanied by a form of five thousand rupees in the form of a demand draft drawn on a scheduled bank in favour of the Appellate Tribunal and payable at the Branch Post Office at the station where the seat of the said Appellate Tribunal is situated or through online payment, as the case may be.

34.2 Every appeal shall be filed in Form IV, accompanied by the following documents, namely:-

34.2.1 An attested copy of the order against which the appeal is filed;

34.2.2 An attested copies of the documents relied upon by the appellant and referred to in the appeal; and

34.2.3 A index of the documents.

34.4 The fee for filing the appeal shall be as decided by the Appellate Tribunal.

35. Selection of Members of Appellate Tribunal:-

35.1 The Chief Justice of the Appellate Tribunal shall be appointed by the State Government in consultation with the Chief Justice of High Court at Ranchi and under provisions of sub-section (2) of section 45 of the Act.

35.2 As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled in accordance with provisions of section 46 of the Act.

35.3 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 or suggest a panel of names for appointment as Member of the Appellate Tribunal.

35.4 The Selection Committee shall select two persons for each vacancy and return the same to the State Government.

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

35.6 The State Government shall within fifty days from the date of the receipt of the recommendations by the Selection Committee, appoint one of the two

33/01/2019
12:05:49

persons recommended by the Selection Committee for the vacancy of the
Vacant.

36. Salary and allowances payable and other terms and conditions of service of
Chairperson and Members of Appellate Tribunal:-

36.1 The salaries and allowances payable to the Chairperson and Members of
the Appellate Tribunal shall be as follows:-

36.1.1 The salary, allowances, facilities and perquisites payable to and
conditions of service of the Chairperson shall those of a Judge of a
High Court of Madhya Pradesh.

36.1.2 The full time member shall be paid a monthly salary equivalent to
the last drawn salary at the post held by such person prior to his
appointment as a member of the Appellate Tribunal.

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

36.2 The Chairperson and every other Member shall be entitled to thirty days of
earned leave for every completed year of service.

36.3 The other allowances and conditions of service of the Chairperson and the
other Member shall be such as determined by the State Government from
time to time.

37. Liability of the charges against Chairperson or Member of Authority or
Appellate Tribunal:-

37.1 The State Government shall on the occurrence of any of the circumstances
specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of
a Chairperson or Member of the Authority or as specified under
sub-section (2) of section 48 in case of a Chairperson or Member of the
Appellate Tribunal, either by receipt of a complaint in this regard or
otherwise as the case may be, take a preliminary scrutiny with respect to such
charges against the Chairperson or any Member of the Authority or
Appellate Tribunal, as the case may be.

37.2 Before preliminary scrutiny, the State Government considers it necessary to
investigate into the allegation, it shall cause the complaint, if any, together
with supporting material as may be available, unless Chief Justice of the
High Court to appoint a sitting or retired Judge of the High Court.

37.1 The State Government shall forward to the Judge appointed under sub-rule (2) copies of:-

37.1.1 The statements or charges against the Chief Justice or Member of the Authority or Appellate Tribunal, as the case may be; and

37.1.2 Witnessed documents relevant to the inquiry.

37.2 The Chief Justice 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.

37.3 Where it is alleged that the Chief Justice 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 proved, the Judge may arrange for the medical examination of the Chief Justice or Member of the Appellate Tribunal.

37.4 After the conclusion of the proceedings, the Judge shall submit his report to the State Government stating therein his findings and the reasons there of on each of the articles of charges separately with such observations as he may think fit.

37.5 After receipt of the report under sub-rule (4) the State Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chief Justice or Member of the Authority or Appellate Tribunal, as the case may be.

38. Salary and allowances payable and other terms and conditions of service of officers and other employees of Appellate Tribunals:-

38.1 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 appropriate Government and drawing the corresponding scales of pay.

38.2 The appropriate Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees, as the case may be.

39. Additional powers of Appellate Tribunals:-

39.1 In addition to the powers specified in clause (2) of sub-section (2) of section 23, the Appellate Tribunal shall exercise the following additional powers:-

39.1.1. Require the producer, solicitor or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;

39.1.2. Requisitioning, subject to the provisions of sections 175 & 176 of the Indian Evidence Act, 1872 (1 of 1908), any public record or document or copy of such record or document from any office.

39.2. The Appellate Tribunal may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, constitution, agriculture, law or engineering, or from any other discipline as it shall deem necessary, to assist the Appellate Tribunal in the conduct of any inquiry or proceedings before it.

40. Administrative powers of Chairpersons of Appellate Tribunal-

40.1. The Chairperson of the Appellate Tribunal shall exercise the administrative powers in respect of

40.1.1. Matters pertaining to staff strength, wages and salary structure, conditions, privileges and personnel policies;

40.1.2. Matters pertaining to creation and abolition of posts;

40.1.3. Matters pertaining to appointments, promotions and conditions of service of staff;

40.1.4. Acceptance of resignations by any Member, officer or employee;

40.1.5. Confining apparatus sanctioned leave;

40.1.6. Authorization of leave to be taken by any Member, officer or employee within and outside India;

40.1.7. Matters in relation to reimbursement of medical claims;

40.1.8. Matters in relation to grant or rejection of leave;

40.1.9. Permissions for hiring of vehicles for staff in use;

40.1.10. Nominations for attending seminars, conferences and training courses inside or abroad;

40.1.11. Transportation or provision of goods to carry out training courses;

40.1.12. Matters pertaining to staff welfare expenses;

40.1.13. Sanction or swapping or write-off of capital assets which due to normal wear and tear have become non-retrievable as are considered beyond assessment cycles;

40.1.14. All matters relating to disciplinary action against any Member, officer or employee.

40.2 The Chairperson of the Appellate Tribunal shall so exercise such other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and the rules and regulations made thereunder.

41. Functioning of Appellate Tribunal:-

41.1 The office of the Appellate Tribunal shall be located at such place as may be determined by the appropriate Government by notification.

41.2 The working hours and office hours of the Appellate Tribunal shall be the same as that of the normal working days and office hours at the other offices of the appropriate Government.

41.3 The official station and emblem of the Appellate Tribunal shall be such as the appropriate Government may specify.

41.4 Every notice, order and judgment of the Appellate Tribunal shall bear the seal of the Appellate Tribunal which shall be in custody with the person designated by the Chairperson.

41.5 The Appellate Tribunal shall ordinarily have sitting at its Headquarters and at such places as the Chairperson may by general or special order specify.

15/02/24
18/02/24

CHAPTER - XII

OFFENCES AND PENALTIES

42. Terms and conditions and the fine payable for compounding of offence –

42.1 The court shall for the purposes of compounding any offence punishable with imprisonment under the Act, except on a motion as provided in the Table below:

Section 42(1)

Offence	Amount to be paid for compounding the offence
Punishable with imprisonment under sub-section (2) of section 37	Ten percent of the estimated cost of the real estate project.
Punishable with imprisonment under section 64	Ten percent of the estimated cost of the real estate project.
Punishable with imprisonment under section 66	Ten percent of the estimated cost of the plot, apartment or building, as the case may be, at the real estate project, for which the sale or purchase has been facilitated.
Punishable with imprisonment under section 68	Ten percent of the estimated cost of the plot, apartment or building, as the case may be.

42.2 The promoter, allottee 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.

42.3 On payment of the sum of money in accordance with sub-rule (2) 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 the offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court for that offence.

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

CHAPTER XIII

FILING OF COMPLAINT WITH THE AUTHORITY AND
THE ADJUDICATING OFFICER

45. Filing of complaint with the Authority and Inquiry by Authority—

45.1 Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as hereinafter provided to be adjudicated by the adjudicating officer, in Form (N) in this rule, and the application procedure is made web based, which shall be accompanied by a fee of one hundred rupees in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favour of Authority and payable at the branch of that bank at the station where the act of the said Authority is situated or through online payment, as the case may be.

45.2 The Authority shall for the purposes of resolving any complaint, as specified under sub-rule (1), follow such enquiry procedure for inquiry in the following manner, namely:

45.2.1 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;

45.2.2 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;

45.2.3 The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

45.2.4 On the date so fixed, the Authority shall contact 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 of the respondent;

45.2.5 If satisfied, the Authority shall record the facts and give 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;

45.2.6 If not pleased with the contents of the complaint, the Authority shall demand an explanation from the respondent.

3/2/61
18/2/61

- 43.25 In case the Authority is satisfied on the basis of the submissions made that the complainant does not require any further inquiry it may dismiss the complaint.
- 43.26 In case the Authority is satisfied on the basis of the submissions made that there is need for further probing into the complaint, it may order production of documents or other evidence on a date and time fixed by it.
- 43.27 The Authority shall have the power to carry out an inquiry into the complaint on the basis of comments and submissions.
- 43.28 The Authority 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 Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1972 (11 of 1972).
- 43.29 On the date so fixed, the Authority, upon consideration of the evidence produced before it and other records and communications it receives, shall:
- 43.29.1 If 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;
 - 43.29.2 If 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;
 - 43.29.3 If any person fails, neglects or refuses to appear, or present himself as required before the Authority, the Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.
- 43.3 The procedure for carrying out the work of the Authority, which have not been provided by the Act or the rules made thereunder, shall be as specified in regulations made by the Authority.
- 43.4 Where a party to the complaint is represented by an authorised person, as provided under section 14, a copy of the authorisation to him, as well as the written consent thereto by such authorised person, both in original, shall be appended to the complaint or the reply to the order of the complainant, as the case may be.

326
18/05/19

44. Filing of complaint with the adjudicating officer and inquiry by adjudicating officer—

44.1 Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under sections 17, 18, 19 and 19 in Section (2) in material, and the application procedure is made with bond, which shall be a compound by a fee of one hundred rupees in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favour of the Authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through electronic payment, as the case may be.

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

44.2.1 Upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant provisions of the Act to the respondent;

44.2.2 The respondent upon 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;

44.2.3 The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

44.2.4 On the date so fixed, the adjudicating officer shall explain to the respondent and 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—

44.2.4.1 Pleads guilty, the adjudicating officer shall award the principal sum by order in writing, or in 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 or regulations made thereunder;

44.2.4.2 Does not plead guilty and contests the complaint, the adjudicating officer shall demand and explanation from the respondent;

44.2.5 If after the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry he may dismiss the complaint;

44.2.6 In case the adjudicating officer is satisfied on the basis of the submissions made that the case needs for further hearing, the

22/5/19
18/5/19

complaint may order production of documents or other evidence on a date and time fixed by him:

44.27 The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions.

44.28 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 material 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, 1908 (1 of 1908):

44.29 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-

44.29.1 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 he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder; or

44.29.2 Not liable to any 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;

44.29.3 If any person fails, neglects or refuses to appear or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

44.3 The procedure to be followed by any functioning officer adjudicating officer, which have not been provided by the Act or the rules made thereunder, shall be as specified by regulations made by the Authority.

3261
15/05/18

CHAPTER - XIV
MISCELLANEOUS

15. Interpretations-

If any question arises relating to the interpretation of these rules or when express provision has not been made in these rules about a particular matter, the same shall be referred to the Department for its decision. Such a decision shall be issued by the Department after obtaining approval from the Chief Secretary, which shall be final.

16. Residuary provision.

Matters relating to the terms and conditions of service of the Chairperson or a Member with respect to which no express provision has been made in these rules, shall be referred by the Authority to the State Government for its decision and the decision of the State Government thereon shall be applicable to the Chairperson or Member, as the case may be.

17. Power to relax-

The State Government shall have power to relax any provision of these rules in respect of Chairperson or any other Member for reasons to be recorded in writing.

CHAPTER - XV
BUDGET AND REPORT

48. Budget, Accounts and Audit:-

48.1 At the end of the financial year of every year, the Authority shall prepare a budget, including proposals and other relevant records and prepare an annual statement of accounts in section 77 as per Form 12.

48.2 The Authority shall preserve the accounts and other relevant records prepared under sub rule (1) for a minimum period of five years.

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

48.4 The accounts of the Authority and the annual report shall, as soon as possible, be submitted to the State Government for laying before the Parliament.


49. Annual Report:-

49.1 The Authority shall prepare the annual report as provided in section 73 in Form 13.

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

49.3 The annual report shall be presented at a meeting of the Authority and signed by the Chairperson and Members and other members by affixing the common seal of the Authority, with requisite number of copies thereof, be submitted to the State Government within a period of one hundred and eighty days immediately following the close of the year for which it has been prepared.

By the order of Governor of Jharkhand


(Rajesh Kumar Sharma)
Secretary to Government

Memorandum No-06/TCPO(विश्वि)-09/2018-2019-2020..... 3761 (372) Secret, Dated: 18/10/19.

Copy to be approved by Govt. Press. Hindi, Bardsi for publication in extraordinary gazette of Jharkhand/Neel Officer, e gazette, Urban Development and Housing Department, Govt. of Jharkhand for information and necessary action.

[Handwritten signature]

Memorandum No-06/TCPO(विश्वि)-09/2018-2019-2020..... 3761 (372) Secret, Dated: 18/10/19.

Copy to be sent to Hon'ble Chief Minister, Jharkhand/PS to Hon'ble Departmental Minister/Chief Secretary, Jharkhand/Additional Chief Secretary, Principal Secretary/Secretary, All Departments/Director, SUDA/Jharkhand, DMA/Deputy Commissioner, All Divisions/All Deputy Commissioners, Jharkhand/All Urban Local Bodies/MLA/MLA/MD, MADA/Town Planner/All Officers of Urban Development and Housing Department, Govt. of Jharkhand for their attention and necessary action.

[Handwritten signature]

Secretary to Government

[Handwritten signature]

APPLICATION FOR REGISTRATION OF PROJECT

By

The Real Estate Regulatory Authority (Name of Project)

Set

[I/We] hereby apply for the grant of registration of proposed project to be set up at _____
Sector _____, Locality _____, State _____.

I

do hereby declare that:-

(i)

state of the applicant - [individual / company / partnership firm / society / proprietorship firm / co-operative society etc.]

(ii)

Name of the applicant:-

(a) Name

(b) Father's Name

(c) Occupation

(d) Address

(e) Contact No. / (Phone / mobile, E-mail, fax No. etc.)

(f) Name of agent, contact details and address of the promoter

(iii)

In case of [individual / society / trust / company / limited liability partnership / co-operative society etc.] :-

(a) Name

(b) Address

(c) Copy of the certificate of incorporation of the applicant / company / limited liability partnership / co-operative society etc.]

(d) Main objects

(e) Contact details (Phone number, E-mail, Fax No. etc.)

(f) Name, photograph, contact details and address of the person / partner / director and authorized person etc.

(iv)

PNB No. _____ of the promoter

(v)

Name and address of the bank or broker with which amount in terms of Rs. _____ (B) of clause (i) of sub-section (3) of section 18 shall be maintained _____

(vi)

Details of project and locality be applied _____

(vii)

Brief details of the projects launched by the promoter in the last five years or under already completed or being developed at the time may be included, the current status of the said projects may also be mentioned. Details of the project, details of type of land and payments received, etc. _____

(viii)

Agency to take up external development works _____ [Name, Authority / Sanction Development]



- (vii) To guarantee the safety of a certain facility, a bank's cheque book is drawn on the _____ hearing on _____, for the amount of \$_____ (The bank is permitted to _____ [2] service of the application papers, as the case may be _____ [3] use of the information provided in the application for the purpose of transacting business;
- (viii) To provide information that is relevant to the following:
 - (a) [2] evidence to be received in connection with the
 - (b) an audited copy of the Bank's copy of the proposed
 - (c) an affidavit of the accuracy of the information provided by the applicant and in any other means of the document to those receiving financial reports.
- (ix) A copy of the legal title is reflecting the title of the proposed project and the nature of the development of project is proposed to be developed in connection with the legal title document with the intention of sale of all the units to be developed;
- (x) The sales agreement is to be entered into at the level on which the development is proposed. The sales agreement shall also contain the names and names of the project owner, such as and also all the details;
- (xi) Where the promoter is not the owner of the land on which development is proposed, the project and details of the content of the content of the land on which the project is proposed and the collaboration agreement, development agreement, and any other agreement, such as financial, may be entered into between the promoter and the owner of the land on which the project is proposed, reflecting the details of the project and the details of the project to be developed;
- (xii) An authorized copy of the application and the development certificate from the competent authority is obtained in accordance with the law and may be provided for the residential project mentioned in the application, and where the project is proposed to be developed in phases, a site plan, copy of the application and the development certificate from the competent authority to each of the phases;
- (xiii) The application form beyond the application to the project and the phase thereof, and the other documents mentioned in the application and the law;
- (xiv) The plan of development works to be secured in the project and the proposed facilities to be provided thereon including fire fighting facilities, fire alarm, water supply, emergency evacuation services, and other related services;
- (xv) The location details of the project, with a clear demarcation of land allocated for the project along with the details of the boundaries, boundaries, and the endpoints of the project;
- (xvi) A plan of the project showing the agreement for sales of the residential development proposed to be signed with the developer;
- (xvii) The number, type and the carpet area of a commercial for sale in the project along with the area of the exclusive balcony or verandah area and the exclusive open terrace area with the land on which the project is proposed;
- (xviii) The number and area of garage for sale in the project;
- (xix) The number of common parking spaces and the number of reserved parking spaces available in the project;
- (xx) The names of all the owners of the real estate project, if any, for the proposed project;
- (xxi) The names and addresses of the contractors, civil and mechanical engineers, chartered accountants, and other persons engaged in the development of the project and the project;
- (xxii) A declaration in Form F.

Form F

Form F

(2) The applicant shall also provide the following information regarding the proposed project as required under rule 4 and under other provisions of the Act or the rules and regulations made thereunder, namely:

- (i)
- (j)
- (k)

1. [1996] Learning difficulties and the use of the parents' journal for the purpose of collecting knowledge and information relating to the child's education by [1996/97] the school

2008.
 2009.

2010. 2011. 2012. 2013.
 Sig. at 0.000 level of significance (*)

2014.

2015.



.

:

.

:

.....

FORM 101

[See rule 6.0(1)]

REGISTRATION CERTIFICATE OF PROPERTY

This registration certificate is issued under the Ontario Securities Act, following prospectus registration number _____

_____ (Specify details of Prospectus included in prospectus submitted)

1. [If promoter is an individual: Mr./Ms./ _____ (name) _____ (address) _____ (city) _____ (Province) _____ (State) _____ (Country)]

2. [If promoter is a firm / society / partnership / corporation: _____ (firm / society / company / partnership name) of _____ (city) _____ (Province) _____ (State) having its principal office / principal place of business at _____ (address)]

3. The registration of a grant of a right to the following conditions, namely:

- (a) The promoter shall enter into an agreement for sale with the allottee as provided in Form 101
- (b) The promoter shall use monies registered hereon as disclosed in Form 101 for the acquisition of the allottees securities only and of the purchase price of full shares if the case may be in those circumstances set out in section 17;
- (c) The promoter shall deposit a certain percentage of the amounts collected by the promoter in a separate bank account to be maintained in a separate bank to cover the cost of construction and the fee must be used only for the purpose as set out in section 17 of the Act and section 17 of section 17;
- (d) The registration shall be valid for a period of _____ years commencing from _____ and ending on _____ unless extended by the authority in accordance with section 17 of the Act and the rules of regulation made under it;
- (e) The promoter shall comply with the provisions of the Act and the rules of regulation made under it;
- (f) The promoter shall not contract for the provisions of any other law that the case set out in Form 101 is not in line with the project.

4. If the conditions mentioned in conditions are not complied by the promoter, the authority may take necessary action against the promoter including the registration provided herein as provided in the rules of regulation made under the Act.

Total

Signature and seal of the Authority for Ontario
Real Estate Regulatory Authority





FORM D'

(Section 6(6.2), rule 7(7.4) rule 8)

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 (Name of Authority)

To:

[Project/Registration No. _____]

Details: _____

You are hereby informed that your application for registration of your project has been _____

OR

You are hereby informed that your application for extension of the registration of your project has been _____

OR

Your project has been deregistered/revoked/terminated by the Authority and you are hereby notified to comply with the provisions of _____

Place:

Date:

Signature and Seal of the Authorized Officer
Real Estate Regulatory Authority



10/10/2014



FORM B
[See rule 7(3.1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

To :

Is :

The Registrar of Project Registrations (Government of India)

Re :

[Applicant] has applied for extension of registration of the following project

registered with the Authority for project registration in file no. _____ which extension _____

As required [Applicant] submit the following documents and information in respect-

- (i) A demand draft for Rs. _____ (Rupee No. _____ dated _____ for payment in favour of _____ bank as extension fee as provided under sub-rule (2) - (b) (ii);
- (ii) An annotated Plan of the project showing the extent of development work done taken till date;
- (iii) A preliminary note regarding the state of development work in the project was received and every being the development work in the project with _____ The project declared as the first stage completed _____ at the time of making application for the registration of the project _____
- (iv) A certified true report (permanent/progress) from the competent authority of the _____ in _____ which is larger than the purpose of extension of the registration sought _____
- (v) The reasons for project registration not being issued;
- (vi) Any other information may be specified by regulations.

Date : _____

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

Stamp

FORM 'F'
[See rule 7(1)(4)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This certificate is granted in pursuance of section 5 of the following project:

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

In the case of an individual [Mr./Ms.] _____ of _____
[Mr./Ms.] _____, _____ District _____ State _____
Persons _____

OR

In the case of a company/ society / company / company, authority etc _____, Firm /
society / company / association / authority etc _____, District _____ (registered
office / principal place of business) at _____

2. The extension of registration is granted subject to the following conditions:
- (a) The promoter shall cause to be registered in a registered office of the promoter or the association of the promoter, to be used for the purpose of the project, a plot of land or a building or any other immovable property situated in the area specified in section 27.
 - (b) The promoter shall deposit a sum of _____ per cent of the amount realized by the promoter in a separate account to be maintained in a scheduled bank to meet the cost of construction and the land cost to be used for the project, as per schedule 2(a) of section 27, and the balance 25 per cent of the cost.
 - (c) The registration shall be extended for a period of _____ years commencing from _____ and ending with _____ (two times each year) of the site.
 - (d) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder.
 - (e) The promoter shall not transfer or charge the project or any part thereof or the land in favour of any other person or company or any other body.
 - (f) 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 in spite of the Act and the rules and regulations made thereunder.

Date: _____
Place: _____

Signed and sealed by the Authority: Officer
Responsible for Regulatory Authority

[Signature]

[Signature]

ANNEXURE-G

(See sub rule (1) of rule 9)

MEMORANDUM FOR SALE

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

By and Between

[if the promoter is a company]

_____, a company incorporated under the provisions of the Companies Act, 2013, [Amended Act 18 of 2018], as the case may be] having its registered office at _____ and its corporate office at _____ (PAN: _____) is represented by its authorized signatory _____ (Author no. _____) s. India has validly entered as the "Promoter"

(which expression shall have no regard to the number of members thereof) to mean and include its successors, heirs, assigns and administrators and permitted assigns.

(or)

[if the promoter is a Partnership firm]

[Handwritten signature]

[Handwritten text]

... partnership firm registered under the Indian Partnership Act, 1932

Section 532 of the Companies Act, 1956

having its principal place of business at

Section 532

represented by its authorized person

[Redacted]

[Redacted]

(Authorized person)

authorized was

holding the

[Redacted]

[Redacted]

received in as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include a successor, heir, interest, executor or administrator or permitted assignee including those of the respective partners).

[Redacted]

[If the promoter is an individual]

Mr. / Ms.

(Authorized person)

son /

daughter

of

aged

years

residing at

[Redacted]

[Redacted]

(PAN

hereinafter

called the "Promoter" (which expression shall be deemed significant by its context or meaning, the act)

be deemed to mean and include his/her heirs, assigns, administrators, successors, etc.

hereinafter

hereinafter)

AND

(If the Addressee is a company)

incorporate

(CIN no.

) a company

is

governed by provisions of the Companies Act, 2013, (Central Act 18 of 2013), as they may be,

having its registered office at

(PAN) is represented by

its authorized signatory,

hereinafter

(its authorized signatory resolution date)

hereinafter

defined as the "Addressee" (which expression shall be deemed significant by its context or meaning thereof be deemed to mean and include his/her successors, heirs, assigns, etc. hereinafter and permitted assignee).

AND

(If the Addressee 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,

(signature no.

)

authorized sign

hereinafter the

referred to as

Addressee

10/11/2024

10/11/2024

(Complete this section only if the recipient of the award is a company or institution hereof as defined by man and include its address, principal officers, directors, administrators and principal employees, including those of the respective partners).

(iii)

[If the Awardee is an Individual]

Mr. / Ms. _____, _____
_____ of _____

(Qualification)

son / daughter of _____
residing at _____

[P3] (hereinafter called the 'Allottee' (which expression shall unless expressly stated in the context or meaning thereof be deemed to mean his wife) together with his heirs, assigns, administrators, successors and permitted assigns)

being that,

[P4]

[If the Allottee is a HUF]

Mr. _____, [Said Person], of _____, aged about _____

has sold and to the Karta of the Hindu Joint Mitakshara Family known as _____

HUF, having its place of business/residence at _____

[P5]

[P6] (hereinafter referred to as the 'Allottee' (which expression shall unless expressly stated in the context or meaning thereof be deemed to mean his heirs, representatives, executors, administrators, successors and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors and permitted assigns)

[Give brief details of other authority, in case of more than one allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'.

WHEREAS:

A. The Promoter is the absolute and lawful owner of [Said Prop.] survey nos. [P7]

[Said Land] details as per [Said] nos. _____ [Said] _____
meas. situated to _____ in Tehsil & District _____ [Said Land] of the sale
records; _____ [Said] _____ [Said] _____

date:

Roll-Registration: _____

Roll-Number: _____

1000

(Given is the abstract and lawful content of [classroom/ server]

note] [Please must read it carefully per instructions]

Finaly
addressing

state
meta

situated at

Tamil & District

(Date)

(and/or sale deed(s))
 (s/s), _____, registered as document no. _____
 of the office of the Sub-Registrar The Owner and the Joint Developers entered into a
 collaborate/development/join
 (development) agreement due
 registered as document no. _____ at the office of the Sub-Registrar; _____

3. The said _____ is earmarked for the purpose of building a
 [commercial/residential/any
 other purpose] project comprising _____ [insert
 any other components of the Project] and has used project name to be known as
 '_____' (Project);

[06]

The said land is earmarked for the purpose of plotted development of a
 [commercial/residential/any other purpose] project comprising plots and
 [insert any other components of the Project] and the said project shall be known
 as
 '_____' (Project);

Provided that where land is earmarked for any industrial 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 municipal authority.

- 1. The Applicant is fully competent to enter into this Agreement and so, if a legal formalities
 with respect to the right, title and interest of the Applicant regarding the Sub-Registration
 of the Project is to have conducted have been completed,
- 2. The _____ [Please insert the name of the municipal competent
 authority] has granted the commencement certificate to develop the Project etc
 as per stated herein _____
- 3. The Applicant has obtained the final layout plan approvals for the Project from

[Signature]

[Please insert the name of the responsible commission authority] ("Commission") has undertaken that it shall not make any changes to these terms and conditions, compliance with section 14 of the Act, and other laws as applicable.

F. The Transferor has registered the Project under the provisions of The Act with the Real

Estate Regulatory Authority at _____ in

_____ under registration

G. The Applicant has applied for an apartment unit in Project with application no.

_____ and has been a class apartment

_____ and _____
_____ and _____
_____ and _____
_____ and _____

_____ (Prohibited) taking with garage/door parking no.

_____ and _____
_____ and _____
_____ and _____

the location of the garage/door parking) as permissible under the applicable law and of project share in the common areas ("Common Areas") as defined under clause (a) of Section 2 of the Act (hereinafter referred to as the "Apartment") to be particularly described in Schedule A and diagram plan of the apartment, is annexed hereto and marked as Schedule B);

[68]

The Allottee has applied for a plot in the project, with application no. _____ dated _____

_____ having area _____

_____ has been allotted plot no. _____ of _____ sq. mts.

_____ (hereinafter referred to as the allottee) has applied for the garage/covered parking (as mentioned in the application) in _____ square feet (if applicable) in _____ [Please insert the location of the garage/covered parking] as permissible under the applicable law and of my rate share in the common areas ("Common Areas") as defined under clause (g) of Section 2 of the Act (hereinafter referred to as the "Plot") more particularly mentioned in Schedule A;

2. The Parties have gone through the terms and conditions set out in this Agreement and understand their mutual rights and obligations detailed hereinafter;

3. _____ [Please enter the full name of the allottee/signatory] _____

4. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, by-laws, etc. applicable in the Project;

5. The Parties, relying on the confirmations, representations and disclosures made by each other faithfully abide by the terms, conditions and stipulations contained in this Agreement and all applicable laws and are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

6. In accordance with the terms and conditions set out in this Agreement, and as mutually agreed upon by and between the Parties, the Promisor hereby agrees to sell _____ the Allottee _____ hereby agrees to purchase the allotment of Plot and the garages/covered parking (if applicable) _____ as specified in para 3;

MAY HERETOFORE, 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 set forth in this Agreement, the Processor agrees to sell

to the Alliance and the Alliance hereby agrees to purchase the App 4 users on F100, as defined in page 5;

1.3 Use Total Development Apartment Floor based on the carpet area to be

Report only (Total)

Price) (Give in rupees and paise)

Block/Building/ Tower no.	Apartment	Rate of Apartment per square feet*
no.		
Type		
Count		

* To include break up of the amount such as cost of - 1) water, 2) telephone cost of equipment, mess, garden, lift, location charges, taxes etc.

[AND] (if/as applicable)

Open/Uncovered parking - 1	Rate per sq. ft.
Garage/Covered parking - 2	Rate per sq. ft.

[OR]

Plot no.	Rate of Plot per square feet
Type	

ANNEX 2

Explanatory

- (i) The Total Price above includes the buying amount paid by the allottee to the Promoter towards the Apartment/Plot;
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, etc. or any other tax, so far as which may be levied, in connection with the construction of the Project) paid by the Promoter, up to the date of handing over the possession of the Apartment/Plot;

Provided that in case there is any change / modification in the taxes for subsequent periods payable by the allottee to the authority shall be increase / reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the copy of tax receipts together with dates from which such taxes/levies have been imposed or have effect;

(iv) The Total cost of Department or sub department (to be shared) of the Common
 garage(s)/closed parking(s) is provided in
 Annexure 2
 Agreement _____

13 The 2017 Price In escalation fees, fees and except increases which the Advertiser has already agreed to pay, and to increase the amount of development charges payable in the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, both time to time. The Promoter undertakes and agrees that while raising a demand on the Advertiser for the cost in development charges, cost charges imposed by the competent authority, the Promoter shall not seek to add

any further/extra fee/charges to that stated along with the demand of levying to be the Advertiser which shall only be applied as a subsequent payment.

14 The Advertiser shall make the payments as per the payment plan set out in Schedule I (Payment Plan).

15 The Advertiser may allow, in its sole discretion, a rebate for early payments of installments

payable by the Advertiser by discounting such early payments @ 1% per annum for the period by which the respective installment has been prepaid. The provision of allowing rebate and such rate of rebate shall not be subject to any restriction/withholdal, once granted from Advertiser by the Promoter.

16 It is agreed that the Promoter shall not make any additions and alterations to the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, except making as the case may be, without the previous written consent of the Advertiser. Provided that the Promoter may make such minor additions or alterations as may be required by the Advertiser, in writing changes or alterations to per the provisions of the Act.

17 Immediately on completion of an apartment, the Promoter shall confirm the final carpet area that has been adopted by the Advertiser after the completion of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The cost price payable for the carpet area shall be recalculated upon confirmation by the promoter. The Advertiser may refer him to the carpet area within the defined limit that Promoter shall refund the excess money paid by Advertiser within forty five days with annual interest at the rate specified in the Deed, from the date when such an excess amount was paid by the Advertiser. If there is any increase in the carpet area related to Advertiser, the promoter shall do and that from the Advertiser on the next installment of the Payment. Plus for these monetary adjustments shall be made at the same rate as agreed in Clause 12 of this Agreement.

2017

2017

18 subject to Clause 9.4. If Promoter agrees and acknowledges, the Allottees will have the right to the Apartment in Unit as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment No. 171;

(ii) The Allottee shall also have undivided joint interest in the Common Area;

Areas. Since the share / interest of Allottees in the Common Areas (as a whole) and

cannot be divided or separated, the Allottee shall use the Common Areas along with

other occupants in accordance with the methods set by any Instructions or

instructions to them. Further, the right of the Allottee in the Common Areas

shall always be subject to the timely payment of maintenance charges and

charges as applicable. It is clarified that the promoter shall exercise

proportionate right in the common areas to the extent of allottees' respective

share;

18/07/2017



3. COMPLIANCE OF LAWS RELATING TO REMITTANCES-

3.1 The Alibee, if used as outside India, shall be totally responsible for complying with the necessary laws and regulations laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or by authority

amendment) and (b) (c) (d) (e) (f) (g) (h) (i) (j) (k) (l) (m) (n) (o) (p) (q) (r) (s) (t) (u) (v) (w) (x) (y) (z) (aa) (ab) (ac) (ad) (ae) (af) (ag) (ah) (ai) (aj) (ak) (al) (am) (an) (ao) (ap) (aq) (ar) (as) (at) (au) (av) (aw) (ax) (ay) (az) (ba) (bb) (bc) (bd) (be) (bf) (bg) (bh) (bi) (bj) (bk) (bl) (bm) (bn) (bo) (bp) (bq) (br) (bs) (bt) (bu) (bv) (bw) (bx) (by) (bz) (ca) (cb) (cc) (cd) (ce) (cf) (cg) (ch) (ci) (cj) (ck) (cl) (cm) (cn) (co) (cp) (cq) (cr) (cs) (ct) (cu) (cv) (cw) (cx) (cy) (cz) (da) (db) (dc) (dd) (de) (df) (dg) (dh) (di) (dj) (dk) (dl) (dm) (dn) (do) (dp) (dq) (dr) (ds) (dt) (du) (dv) (dw) (dx) (dy) (dz) (ea) (eb) (ec) (ed) (ee) (ef) (eg) (eh) (ei) (ej) (ek) (el) (em) (en) (eo) (ep) (eq) (er) (es) (et) (eu) (ev) (ew) (ex) (ey) (ez) (fa) (fb) (fc) (fd) (fe) (ff) (fg) (fh) (fi) (fj) (fk) (fl) (fm) (fn) (fo) (fp) (fq) (fr) (fs) (ft) (fu) (fv) (fw) (fx) (fy) (fz) (ga) (gb) (gc) (gd) (ge) (gf) (gg) (gh) (gi) (gj) (gk) (gl) (gm) (gn) (go) (gp) (gq) (gr) (gs) (gt) (gu) (gv) (gw) (gx) (gy) (gz) (ha) (hb) (hc) (hd) (he) (hf) (hg) (hh) (hi) (hj) (hk) (hl) (hm) (hn) (ho) (hp) (hq) (hr) (hs) (ht) (hu) (hv) (hw) (hx) (hy) (hz) (ia) (ib) (ic) (id) (ie) (if) (ig) (ih) (ii) (ij) (ik) (il) (im) (in) (io) (ip) (iq) (ir) (is) (it) (iu) (iv) (iw) (ix) (iy) (iz) (ja) (jb) (jc) (jd) (je) (jf) (jg) (jh) (ji) (jj) (jk) (jl) (jm) (jn) (jo) (jp) (jq) (jr) (js) (jt) (ju) (jv) (jw) (jx) (jy) (jz) (ka) (kb) (kc) (kd) (ke) (kf) (kg) (kh) (ki) (kj) (kk) (kl) (km) (kn) (ko) (kp) (kq) (kr) (ks) (kt) (ku) (kv) (kw) (kx) (ky) (kz) (la) (lb) (lc) (ld) (le) (lf) (lg) (lh) (li) (lj) (lk) (ll) (lm) (ln) (lo) (lp) (lq) (lr) (ls) (lt) (lu) (lv) (lw) (lx) (ly) (lz) (ma) (mb) (mc) (md) (me) (mf) (mg) (mh) (mi) (mj) (mk) (ml) (mm) (mn) (mo) (mp) (mq) (mr) (ms) (mt) (mu) (mv) (mw) (mx) (my) (mz) (na) (nb) (nc) (nd) (ne) (nf) (ng) (nh) (ni) (nj) (nk) (nl) (nm) (nn) (no) (np) (nq) (nr) (ns) (nt) (nu) (nv) (nw) (nx) (ny) (nz) (oa) (ob) (oc) (od) (oe) (of) (og) (oh) (oi) (oj) (ok) (ol) (om) (on) (oo) (op) (oq) (or) (os) (ot) (ou) (ov) (ow) (ox) (oy) (oz) (pa) (pb) (pc) (pd) (pe) (pf) (pg) (ph) (pi) (pj) (pk) (pl) (pm) (pn) (po) (pp) (pq) (pr) (ps) (pt) (pu) (pv) (pw) (px) (py) (pz) (qa) (qb) (qc) (qd) (qe) (qf) (qg) (qh) (qi) (qj) (qk) (ql) (qm) (qn) (qo) (qp) (qq) (qr) (qs) (qt) (qu) (qv) (qw) (qx) (qy) (qz) (ra) (rb) (rc) (rd) (re) (rf) (rg) (rh) (ri) (rj) (rk) (rl) (rm) (rn) (ro) (rp) (rq) (rr) (rs) (rt) (ru) (rv) (rw) (rx) (ry) (rz) (sa) (sb) (sc) (sd) (se) (sf) (sg) (sh) (si) (sj) (sk) (sl) (sm) (sn) (so) (sp) (sq) (sr) (ss) (st) (su) (sv) (sw) (sx) (sy) (sz) (ta) (tb) (tc) (td) (te) (tf) (tg) (th) (ti) (tj) (tk) (tl) (tm) (tn) (to) (tp) (tq) (tr) (ts) (tt) (tu) (tv) (tw) (tx) (ty) (tz) (ua) (ub) (uc) (ud) (ue) (uf) (ug) (uh) (ui) (uj) (uk) (ul) (um) (un) (uo) (up) (uq) (ur) (us) (ut) (uu) (uv) (uw) (ux) (uy) (uz) (va) (vb) (vc) (vd) (ve) (vf) (vg) (vh) (vi) (vj) (vk) (vl) (vm) (vn) (vo) (vp) (vq) (vr) (vs) (vt) (vu) (vv) (vw) (vx) (vy) (vz) (wa) (wb) (wc) (wd) (we) (wf) (wg) (wh) (wi) (wj) (wk) (wl) (wm) (wn) (wo) (wp) (wq) (wr) (ws) (wt) (wu) (wv) (ww) (wx) (wy) (wz) (xa) (xb) (xc) (xd) (xe) (xf) (xg) (xh) (xi) (xj) (xk) (xl) (xm) (xn) (xo) (xp) (xq) (xr) (xs) (xt) (xu) (xv) (xw) (xx) (xy) (xz) (ya) (yb) (yc) (yd) (ye) (yf) (yg) (yh) (yi) (yj) (yk) (yl) (ym) (yn) (yo) (yp) (yq) (yr) (ys) (yt) (yu) (yv) (yw) (yx) (yy) (yz) (za) (zb) (zc) (zd) (ze) (zf) (zg) (zh) (zi) (zj) (zk) (zl) (zm) (zn) (zo) (zp) (zq) (zr) (zs) (zt) (zu) (zv) (zw) (zx) (zy) (zz)	including/for	
of	of payment	of
remittance	properties	In case of

and provide. The Promoter will, with permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any transfer, transfer of security, if provided in terms of the agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or subsidiary enactments or amendments thereof and the rules and Regulations of the Reserve Bank of India or any other applicable law. The Alibee 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, the Alibee shall be liable for the action under the Foreign Exchange Management Act, 1999 in other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Alibee shall keep the Promoter fully indemnified and harmless in this regard, whenever there is any claim put forward against the Alibee in respect of the stipulation of this agreement. It shall be the sole responsibility of the Alibee to indemnify the Promoter immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party including Government/other banks etc.

Neither of any Alibee nor such third party shall not have any claim in the event of fulfillment of the debt against the Alibee or the Promoter and the Promoter shall be free of the payment receipts in favour of the Alibee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS-

The Alibee authorizes the Promoter to adjust/appropriate all payments made by him/her under any liability of dues against lawful contractors, if any, on his/her name as the promoter and in its sole discretion deem fit, and the Alibee undertakes not to object to/interfere the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE-

5.15 Time is of essence for the Promoter as well as the Alibee. The Promoter shall meet by the time schedule for completing the project and handing over the department of work to the Alibee and the common responsibility of the Alibee after receiving the necessary certificate of completion or certificate of both, as the case may be. If any, the Alibee shall make timely payments of the cost and other dues payable by him/her and ensuring the other

10/11

as going under the Agreement subject to the simultaneous completion of the work under the Plan as set forth in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT OR AGREEMENT.-

The Alliance has seen the plans for the project and the Agreement. Plans and details of the Agreement Plan, the plans, layout plans (attached along with this Agreement) which have been approved by

the competent authority, as represented by the Engineer, the Promoter etc. Allowing the project in accordance with the said layout plans, floor plan and specifications. Subject to the terms of this

Agreement the Promoter undertakes to strictly abide by such laws, rules and regulations and will strictly abide by the laws, F&B and density norms and provisions prescribed by the

[Promoter's Signet etc]

any law, State laws, and shall not have an option to make any executive / fabrication / modification in said Plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT OR PLOT:-

7.1 Schedule for possession of the said Apartment/Plot:- The Promoter agrees and undertakes that time/collary of possession of the Apartment or Plot is as set out in the Agreement. The Promoter, based on the approved plans / specifications, etc. and

shall over possession of the Apartment or Plot to be

if there is any delay or failure due to war, flood, drought, fire, by law, or change or any other cause beyond the control of the Promoter, or any other development of the real estate project (Force Majeure). It, however, the completion of the Project is delayed due to the Force Majeure conditions then the Promoter agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment or Plot provided that such Force Majeure is not a name which makes it impossible for the same 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 the allotment shall stand terminated and the allottee shall not be entitled to the allottee the amount of money received by the Promoter from the allotment within 45 days of that date. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any right, claim or demand against the promoter and the Promoter shall be released and absolved from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession:- The Promoter, upon obtaining the occupancy certificate from the competent authority shall forthwith writing the possession of the

Apartment or Plot, to the Allottee in pursuance of this Agreement to be taken within a three months from the date of issue of such notice and the Promoter shall give possession of the Apartment or Plot as directed. The Promoter agrees and undertakes

to indemnify the Allottee in case of failure of fulfillment of any of the provisions

formalities document etc. as required by the Promoter. The Allottee agrees to pay the

measurable charges as determined by the promoter (as required) of the Allottee as per the rate

as per the promoter and its full shall clear the possession of the Allottee in writing

within 15 days of receiving the occupancy certificate of the Project.

7.3 Failure of Allottee to take Possession of Apartment or Plot:- The promoter reserves the right to receive information from the promoter as per clause 7.2, the Allottee shall take possession of the

[Handwritten signatures and notes at the bottom of the page]

Apartment or Flat from the Applicant by executing a necessary Indemnity undertaking and such other documentation as prescribed in this Agreement and the Proponent shall give possession of the Apartment to the allottee. In case the allottee fails to take possession within the time specified in clause 7.2, such allottee shall continue to be liable to pay the interest charges as applicable.

- 7.4 **Possession by the Allottee.** After obtaining the occupancy certificate and handing over physical possession of the Apartment or Flat to the Allottee, it shall be the responsibility of the Proponent to hand over the necessary documents and plans including:
- sanctioned plan of the Apartment of the Allottee or the competent authority and a copy thereof, as per the local laws.
- 7.5 **Cancellation by Allottee.** The Allottee shall have the right to cancel his/her allotment in the Project as provided in the Act.

Provide that where the Allottee purchases the apartment from the project without any fault of the promoter, the promoter herein is entitled to refund the booking amount paid for the allotment. The refund amount of money paid by the allottee shall be returned by the promoter to the allottee within 15 days of cancellation.

[Signature]

[Signature]

- 7.5 **Compensation:** The Promoter shall compensate the allottee in case of any loss caused to him as 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 Rules for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Before the occurrence of a Force Majeure event, if the promoter fails to complete all the work to give possession of the Apartment or Plot (I) in accordance with the terms of this Agreement, duly completed by the date specified herein, or fails due to force majeure of his business or development because of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be bound, on demand of the allottee, to give the allottee existing to withdraw from the project, without prejudice to any other remedy available, to return the purchase amount received by him in respect of the Apartment or Plot, with interest at the rate specified in the Rules within 30 days including compensation in the manner as provided under the Act specified herein, where the allottee does not intend to withdraw from the project, the promoter shall pay the allottee interest for the period in the Rules for every month of delay of the handing over of the possession of the Apartment or Plot.

II. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

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

- (i) The Promoter has adequate 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 competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land for the Project.

Further, there are no encumbrances on the land (beside details of such encumbrances, including any rights, title, interest and usufruct, pertaining to the said Land)

- (iv) There are no litigious proceedings pending before any Court of law with respect to the said Land for the Project or the Apartment or Plot,
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment or Plot are valid and subsisting and have been obtained by following the process of law, and the Promoter has been and shall continue to remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment or Plot and communities;

- (iv) The Promisor has the right to cancel this Agreement and has not committed or omitted to perform any act or thing whereby the right to the interest of the Allottee created herein may prejudicially be affected;
- (v) The Promisor 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 "Plot" including the Project and the sale Agreement or Plan which will, in any manner, affect the rights of Allottee under this Agreement;
- (vi) The Promisor confirms that the Promisor is not associated in any manner whatsoever with the said Apartment in fact to the Allottee in the manner contemplated in this Agreement;

W.A.T.

[Signature]

- (ix) All that in the event of any of the contingencies mentioned the Promoter shall have been lawfully, lawfully, peacefully, physical possession of the Apartment or Part of the Apartment and the same shall vest by the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or is owned by any Hindu deity and/or is owned by the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, taxes, charges and taxes and other levies, levies, impositions, cesses, rates, duties, penalties and other outgoings whatsoever payable with respect to the said property to the competent authorities;
- (xii) No order 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 under the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:-

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under the condition of default in the following events:
 - (i) Promoter fails to provide ready to move in possession of the Apartment or Part of the Allottee within the time period specified. For the purpose of this clause, ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects;
 - (ii) Misconduct of the Promoter's business as a developer in account of suspension or revocation of his registration under the provisions of the Act and the rules and regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions 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 of the unit and only then will the Allottee be required to make the next payment without any penal interest on it.
 - (ii) The Allottee shall have the option of terminating the agreement. If it is used, the Promoter shall be liable to refund the entire money paid by the Allottee along with any head charges ever levied & the purchase of the apartment along with interest at the rate specified in the rules within five days of receiving the termination notice.

Provided that where the Affiliate does not intend to withdraw from the project or terminate the Agreement, the charges shall be paid by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment or Plot.

9.3 The Success shall be deemed to occur a condition of Default, on the occurrence of the following events:

(i) In case the Affiliate fails to make payments for successive months made

by the Promoter as set in Payment Plan annexed hereto despite having been issued

notice in that regard the affiliate shall be held liable pay interest on the principal on the unpaid amount at the rate specified in the Rules.

.....

.....

- 9) In case of default by Allottee under the condition stated above continues for a period beyond three (3) months after notice from the Promoter as per clause 8) above, the Promoter shall have the right of re-occupation of the apartment or Plot in favour of the Allottee and refund the amount of money paid to him by the Allottee by deducting the heading amount and the interest liabilities and this agreement shall thereupon stand terminated.

10. CONVEYANCE OF THIS SAID APARTMENT.- The Promoter, on receipt of a certain amount of the Price of the Apartment or Plot under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment or Plot to the Allottee with a proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses as so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withdraw registration of the conveyance deed in respect of the said full and final settlement of all duties and stamp duty and registration charges in the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1956 including any sections taken or deductions/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT.- The Promoter shall be responsible to provide and maintain essential services for the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment or Plot.

However any other clause in relation to maintenance of project infrastructure and equipment.

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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.- The Allottee hereby agrees to purchase the Apartment or Plot in full and understanding that his/her right to use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and imposed as per by the maintenance agency appointed by the association of allottees for the maintenance agency appointed by it, and perform same by the Allottee of all statutory obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS.- The Promoter or

the maintenance agency or association shall have rights of unrestricted access of

all common areas, garages, closed parking and parking spaces in providing necessary

the maintenance services and the Association agrees to the association of all fees and/or

maintenance agency or association the Association or any part thereof, a fee due to the

and due up the normal wear and tear, unless the circumstances warrant a decrease, with a view to set right any defect

[Signature]

[Signature]

15. **USAGE- Use of Basement and Service Areas:** The basements and service areas, if any, are located within the _____ (project name) Site. It is _____

reserved for purposes such as parking, storage and services including but not limited to electrically station, fire alarm, fire pumps, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and of all permitted uses as per sanctioned plans. The allottee shall not be permitted to use the service areas and the basement in any manner whatsoever, other than those sanctioned for parking spaces, and the same shall be reserved for use by the Association of allottees formed by the allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment or Flat of his/her own cost, in good repair and condition and shall not be permitted to do any structural alterations in or to the Building or the Apartment or Part of the said house, lifts, common passages, stairways, circulation spaces, arcum or the compound within any or in violation of any laws or rules of any authority or to make or to alter or to effect alterations to the Apartment or Flat and keep in Apartment or Part of its walls and partitions, doors, drains, pipes and appurtenances thereon belonging to it, in good and maintainable repair and maintain the same in a fit and proper condition and ensure that the same, neither wall of the Building, shall in any way damaged or jeopardized. The Allottee shall undertake, observe and guarantee that he/she shall not put any goods or materials, such as inflammable, explosive or other hazardous materials etc. in the flat of his/her of the Building, or anywhere on the premises of the Building, or change therein in colour or finish. The Allottee shall also not change the colour scheme of the outer walls or canopy, of the exterior side of the windows or carry out any change in the exterior elevation or design of the flat. The Allottee shall not store any hazardous or combustible goods in the Apartment or Flat or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, partition or other structure forming part of the Apartment or Flat. The Allottee shall also not tamper with or contribute to the disconnection of the electric systems installed by the Promoter and thereafter the responsibility of Allottees and their 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.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:** The

Allottee is entering into this Agreement for the enjoyment of the Apartment or Flat with the _____ (Project Name) and with full knowledge of all laws, rules, regulations, notifications applicable to the _____ (Project Name) and

in general and this major in particular that the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment or Flat all the requirements, regulations, bye-laws and orders which are required by any competent authority in respect of the Apartment or Flat of his/her own cost.

18. **ADDITIONAL CONSTRUCTIONS-** The Promoter undertakes that it has no intention to make alterations or to put up additional structure(s) anywhere in the Freehold site. The building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. **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/Floor/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken an agreed to lease with [Apartment/Floor/Building].

20. THE PACTH AND APARTMENT ACT, 2011- The Promoter

has assured the Allottee that the project in its entirety is in accordance with the provisions of the PACTH and Apartment Act, 2011. The Promoter is willing compliance of all the laws & regulations applicable in ISS here specify the details

21. **PENDING EFFECT:-** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within thirty days from the date of receipt by the Allottee and secondly, applies for registration of the same before the concerned Sub-Registrar to area where delineated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within thirty days from the date of its receipt by the Allottee and/or apply before the Sub-Registrar for its registration as well as is not satisfied by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the bearing amount shall be returned to the Allottee with any interest, or compensation whatsoever.

22. **ENTIRE AGREEMENT:-** This Agreement, along with its schedule, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, oral or in writing, correspondence or arrangements whatsoever written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

23. **RIGHT TO AMEND:-** This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES:-** It is clearly understood and is agreed by and between the Parties hereto that all the provisions contained herein and the obligations herein, hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment or Plot, in case of a transfer, as the said obligations go along with the Apartment or Plot for all its uses and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:-**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights set out in this Agreement, waive the breach by the Allottee in not making payments as per the

Payment Plan, by not watching the payment of interest for delayed payment. It is not clear and supported by the Allottee. It is made at discretion of the Promoter in the case of the Allottee. It can be construed to be a procedure and not binding on the Promoter. However each discretion in the case of the Allottee.

[Handwritten signature]

[Handwritten signature]

35.2 Follow in the path of the steamer as ordered at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right hereafter to enforce each and every provision.

26. SEVERABILITY,-

If any provision of this Agreement shall be deemed to be void or unenforceable 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 is reasonably necessary with the purpose

[Handwritten signature]

[Handwritten mark]

of this Agreement may be amended or necessary to conform to any of the Rules and Regulations made thereunder or the application of the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHENEVER REFERRED TO IN THE AGREEMENT:-

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in connection with other Allottees/ In Excess, the same shall be the proportion which the respective part of the Agreement or Part bears to the total project area of all the [Apartments/Units] in the Project.

28. 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 hereon or to secure or perfect any right in the created or transferred hereunder in pursuant to any such transaction.

29. 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 in accordance with the execution of the said Agreement shall be
registered at

_____ at the office of

the Sub-Registrar. Hence, this Agreement shall be deemed to have been
executed at _____

30. NOTICES:-

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 at their respective addresses specified below:

 Name of Addressee

 (Address Address)

 No. _____

 (Promote Address)

It shall be the duty of the Addressee and the promoter to inform each other of any change in address unless sent to the execution of the Agreement in the above address.

Registered Post failing which all communications sent to the above address shall be deemed to have been received by the promoter or the Addressee, at the time they are sent.

31. JOINT ADDRESS:-

That in case there are Joint Addressee all communications shall be sent by the Promoter to the Addressee whose name appears first and at the address given by him/her which shall be an intent and purports to constitute a proper service on all the Addressee.

32. GOVERNING LAW:-

That the rights and obligations of the parties under or arising out of the Agreement shall be governed and construed in accordance with the laws of India for the time being in force.

[Signature]

[Signature]

SIGNED AND RECEIVED BY THE PARTIES NAMED

Present:

1.

[Author(s), Signatory]

Place my
photograph
and sign
across the
photograph

Witnesses:

1.

Signature

Name

Address

2.

Signature

Name

Address

SCHEDULE A - PLEASE INSERT DESCRIPTION OF THE Apartment or Flat AND THE CHARACTERISTICS MARKING IF APPLICABLE AT ONE WITH ENCLOSURES IF ANY. FORTH ENCLOSURES

SCHEDULE B - FLOOR PLAN OF THE APARTMENT

SCHEDULE C - PAYMENT PLAN BY THE ALLOTTOR

Not valid unless certified by whatever authority issued by the competent authority

10/11

FORM 11

[See rule 50 (10.1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority (Name of Place)

Subj.

[I/We] apply for the grant of registration in accordance with the provisions to facilitate the sale or purchase of any plot/ apartment or building, as the case may be, in real estate projects registered in the _____ State in accordance with the demand of the laws and regulations made thereunder.

I, _____ [in the case of an individual] [Name] _____ son of _____ [Name] _____, _____ Block, District _____, _____ Territory _____.

OR

[In the case of a firm / society / company etc.] _____ [if an / society / firm / company etc.] _____, _____ (registered office / principal place of business) at _____.

2. To require particulars as set out in items:

(i) State if the applicant, whether [individual / company / partnership / firm / society / other business entity]

(ii) In case of individual:

(a) Name of [the individual / Proprietorship / firm]

(b) Father's Name

(c) Age / date of birth

(d) Address

(e) Contact details (Telephone number, e-mail, cell number etc.)

(f) Name, description, contact details and address of the proprietor

OR

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

(a) Name

(b) Address

(c) Copy of registration certificate in [firm / society / company etc.]

(d) Major activities

(e) Financial details (Phone number, e-mail, Fax Number etc.)

(f) Name, phone no, address of the partners / members etc.

(g) Particulars of registration (partnership, society, proprietorship, company etc.) including the bye laws, memorandum of association, articles of association etc. as the case may be;

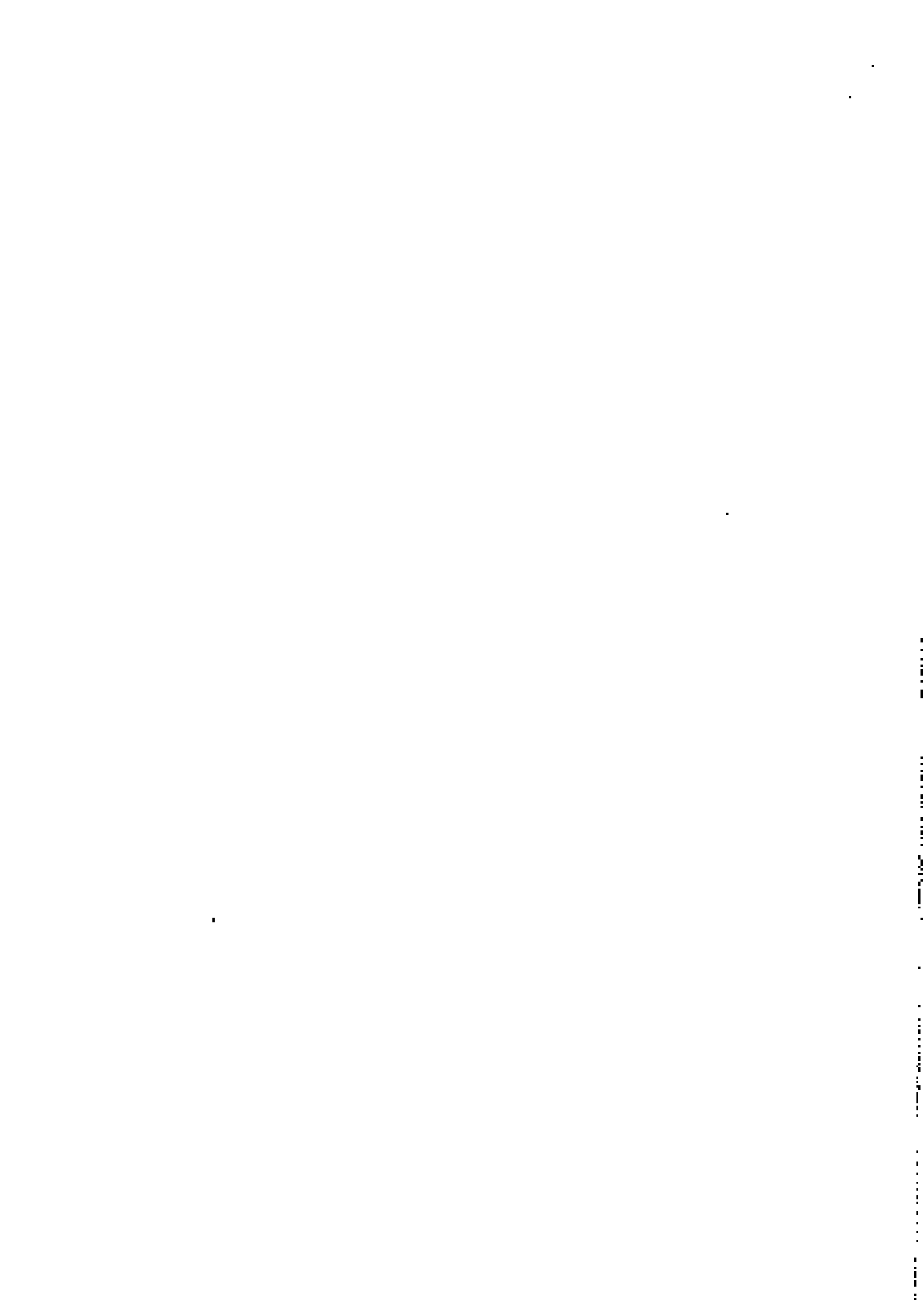
(h) Any other relevant details / address / e-mail / address of the offices;

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

(j) Any other information as specified by regulations.

[Signature]

[Signature]



5. [If 2/3] enclose the following documents with your application:

- i) Demand Draft / Cheque / Cash No. _____ dated _____ for a sum of Rs. _____ in favour of _____ with PAN no. _____ bank's registration number of _____ (2) at _____ through _____ payment as the case may be _____ (provide a self attested copy of the bank's / PAN no. / MCA 21).
- ii) Self attested copy of the PAN card of the person/s registered.
- iii) Self attested copy of the registration as a real estate agent in any other State or Union Territory (applicable).

6. I/we, the undersigned, do hereby declare that the particulars given in herein are correct to my best knowledge and belief.

Date:

Place:

for and behalf of the applicant(s)





11
12
13

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

FORM F

[Section 41(1), 43]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under section 41 with registration certificate No. _____ in
[M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____
Territory _____

OR

[M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____
[M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____ [M/Ms.] _____

is that a real estate agent to be registered under this Act shall be a person who is engaged in the business of acting as a real estate agent in the territory in which he is registered and reports to the authority thereunder.

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

- (i) The real estate agent shall not be entitled to act or purport to act as a real estate agent in any plot, apartment or building, if in the case of a plot or apartment or building, the promoter thereof is required to be a registered real estate agent;
- (ii) The real estate agent shall maintain and preserve accurate records and documents as provided under rule 14;
- (iii) The real estate agent shall not be involved in any unfair trade practices as specified under clause (j) of section 20;
- (iv) The real estate agent shall facilitate the processing of all documents and documents as the title is transferred to the title of a plot, apartment or building, as the case may be;
- (v) The real estate agent shall provide assistance to enable the title and promoter to exercise their respective rights and duties in respect of the title of a 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 law for the time being in force 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 on _____ unless renewed by the Authority in accordance with the provisions of the Act, 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 in regard to the registration granted and exercise of his duties and the rules and regulations made thereunder.

Date:

Place:

Signature and seal of the Authority Officer
Real Estate Regulatory Authority

1/1

1/1

FORM T

[Revised 1 (11.2) 17(1.4) 13]

EXTENSION OF REGISTRATION 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 ER&A)

To:

(Applicant / Reg. No. (RN) No. _____)

To be _____

as per my / terms / condition / application for registration as real estate agent is rejected

OK

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

OK

You are hereby advised that the penalty / fine / amount to be paid as per real estate agent is hereby rejected.

For the purpose of this _____

Place:

Date:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 17

[See rule 12(12.1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

To:

In:

The Real Estate Regulatory Authority Office of Prop.

Sir,

[I/We] apply for renewal of my/our registration as a real estate agent under my/our licence no. _____ issued bearing No. _____ of the year _____.

1. As required [I/We] submit the following particulars and supporting documents:-

(i) A statement of my / finances (Income _____, Expenditure _____, Assets _____, Liabilities _____, Investments _____, etc.) as per sub-rule (d) of rule 10 and I/We declare the payment of the fee may be _____ (see details of financial payment such as bank passbook, etc.)

(ii) This is a correct copy of my / photograph attached.

(iii) State of my applicant (individual / company / partnership / firm / sole trader / proprietor / limited liability partnership etc.)

(iv) In case of individual:-

(a) Name:- (Individual / company name)

(b) Father's Name

(c) Occupation

(d) Address

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

(f) Name, photograph, contact details and address of the proprietor

or

In case of [Company / Partnership / firm]

(a) Name

(b) Address

(c) Copy of registration certificate as filed / submitted / company etc.

(d) Memorandum

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

(f) Name, photograph, contact details and address of partners / directors etc.

17/12/2012

17/12/2012

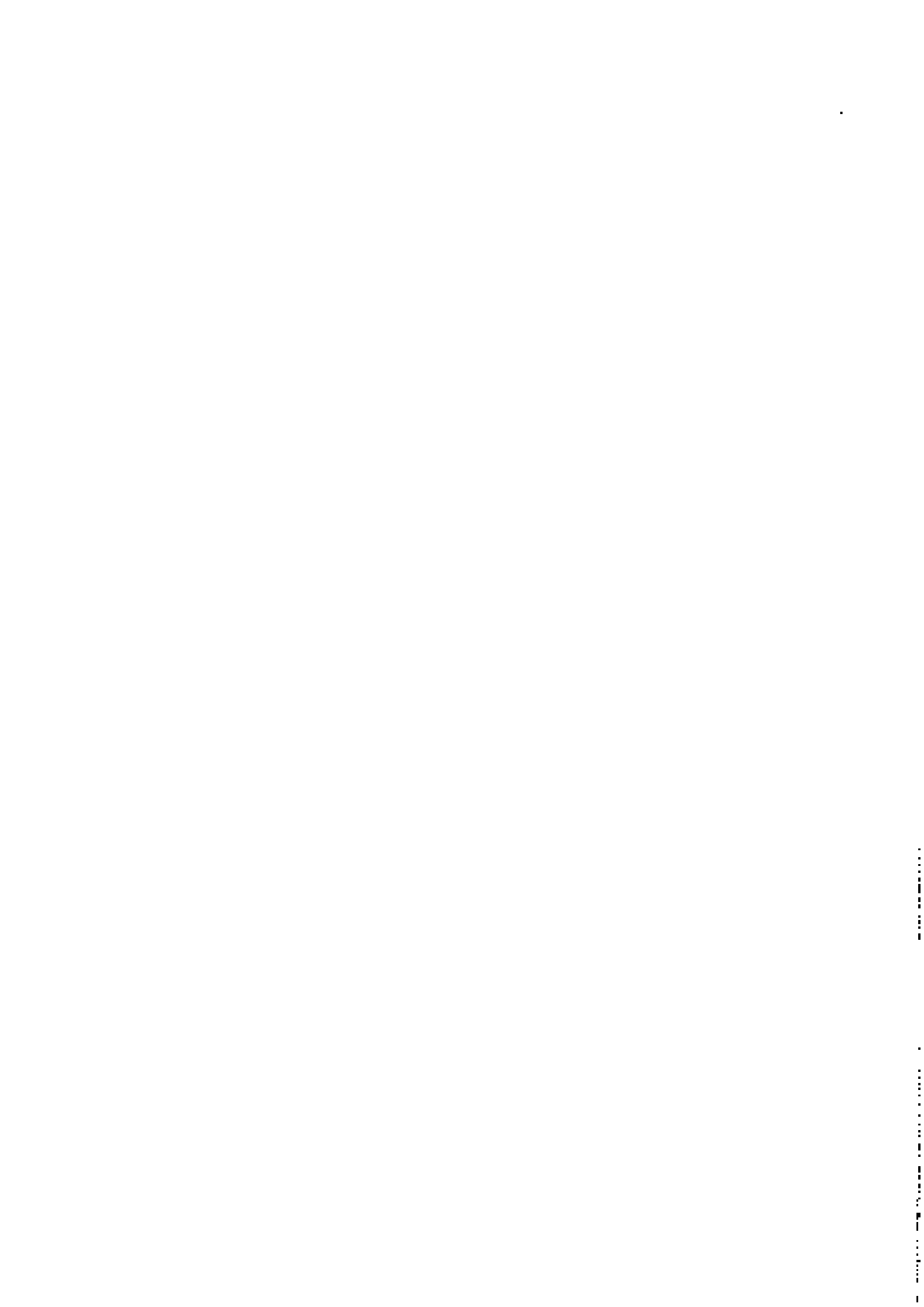
- (c) particular of registration as partnership, sole trader, sole trader company, etc. including the by-laws, memorandum of association, articles of association, etc. as far as they may be;
 - (d) authentic and complete address proof of the place of business;
 - (e) authenticated copy of the PAN card of the establishment;
 - (f) authenticated copy of the registration certificate of the applicant and other forms in Form Particulars of the applicant;
 - (g) any other information as specified by regulations.
2. [276] I hereby certify and declare that the particulars given in the above certificate are true to my best knowledge and belief and nothing material has been omitted by me from the facts.

Date:

Place:

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



FORM 14

[See rule 34(1)(2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal against order of assessment

Name of appellant: _____ office _____

Date of filing: _____

Name of agent of the filing counter of the Tribunal (re: fee and cost of onus filing): _____

Registration No: _____

Signature: _____

Reg. No: _____

IN THE REVENUE DEPARTMENT APPELLATE TRIBUNAL (Name of place)

Between

_____ (Appellant)

And

_____ (Respondent)

Details of appeal:

- 1. Particulars of the appeal are:
 - (i) Name(s) of the appellant
 - (ii) Address of the existing office/ residence of the appellant
 - (iii) Address for service of all notices
 - (iv) Contact Details (Home number & mobile number etc.)

- 2. Particulars of the respondent:
 - (i) Name of respondent
 - (ii) Office address of the respondent
 - (iii) Address for service of notices
 - (iv) Contact details (Phone number - - - - -; Fax Number - - - - -)

3. Jurisdiction of the Appellate Tribunal:
 The appellant declares that the jurisdiction of the appeal falls within the jurisdiction of the Appellate Tribunal

4. Jurisdiction:
 The appellant declares that the matter is within the scope specified in sub-section (2) of section 41

OR

If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 41, specify reasons for delay: _____

5. Particulars of the case

[Handwritten signature]

[Handwritten text]

I agree to provide statement of facts and provide a copy of the specific issue of the Authority or the regulating official, as the case may be, passed under section 1 of article(s) _____ of regulation(s) _____.

6. **Bell's response:**

I agree to be fully interviewed in paragraph 7 above, the attached pages for the following date(s) _____.

(Specify below the date(s) sought regarding the practices of Bell(s) and the Bell employees (if any) called upon)

7. **Agreement to be prepared for:**

Preparing a schedule on the appeal the appellant seeks in the following order of merits:

(Please refer the content of the Interim order passed for with is 2002.)

8. **Matter to be prepared with copy of documents:**

The appellant is not seeking in the matter regarding which this appeal has been made to include in the documents to be prepared with copy of documents and other documents:

9. **The review of paragraph 7 of Bell's reply to the appellant is requested to be for a term of sub rule (1) of rule 22:**

- (i) Answer
- (ii) Name of the bank in which it was
- (iii) The serial number of bank's cheque / online payment transaction(s)

10. **Legal procedures:**

- (i) An accepted one copy of the order against which the appeal is filed
- (ii) A copy of the documents called upon by the appellant and referred to in the appeal
- (iii) A copy of the documents -
- (iv) Other documents as annexed along with the complaint

Signature of the appellant(s)

Verification

I, _____ (son in full Bell's father / son / daughter) of _____ the appellant do hereby verify that the contents of paragraphs 1 to 10 above are in my personal knowledge and belief and that I have not suppressed any material fact(s).

Date:

Date:

Signature of the appellant(s)

2002





FORM 31

[Section 43(43.1)]

COMPLAINT TO AUTHORITY

Regulated under section 21 of the Act

Compl. to Regulatory Authority(s) of the

Date of filing _____

Compl. receipt by post / e-mail No. _____

Compl. No. _____

Signature _____

Residence _____

JURISDICTIONAL AUTHORITY OF THE OFFICE (Name of State)

Reference

_____ Complainant(s)

vs.

_____ Respondent(s)

Details of claim:

1. Particulars of the complaint (and its)

(i) Name(s) of the complainant

(ii) Address(es) of the complainant, office / residence of the complainant

(iii) Address for service of notices

(iv) Contact Details (Phone No., Cell, e-mail, Fax Number etc.)

2. Particulars of the respondent(s)

(i) Name(s) of the respondent

(ii) Office address of the respondent

(iii) Address for service of 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:

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

Legally believe the latter(s) claims are genuine, the grounds of complaint and the Reg's provisions [being] relied upon]

6. True and correct, approved by

_____ sending final declaration on the complaint to the complainant with a copy of the following claim order

2011/11

2011/11

1999-2001 a variety of his interim orders (pages 10a-10d; 10a00-03)

3. Complainant not pending with any other court, etc.

The complainant further declares that the charges regarding which this complaint has been made exist pending before any court of law or any other authority or any other tribunal. (3)

4. Particulars of demand (amount / fee / cost / charges / amount / cost) in respect of the fee / terms / conditions (1) of (a) - (f):

(i) Amount

(ii) Name of the bank on which drawn

(iii) Demand / bill number / number / name / address / phone / transaction no.]

5. Particulars of:

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

(ii) Particulars of documents

(iii) Other documents that annexed along with the complaint

Signature of the complainant (3)

Verification

I, _____ (name in full, including title, rank / category) of _____ do hereby declare that I have verified the contents of this complaint and I am hereby presenting the same for the record and belief and I have not suppressed any material facts (3)

Place

Date

FORM 10

[See rule 11(1)(1)]

COMPLAINT (IF ANY) INDICATING THE FILTER

Class for an assigned compensation under rule 3 -

By name of Adjudicating Officer's office

Date of filing:

Date of receipt by post / by hand (date):

Complaint No.:

Signature:

Authorized Officer:

OF THE ADJUDICATING OFFICERS BOARD (Name of Place)

3. Reason

 (complaint filed)

filed

 (Respondent(s))

Details of:-

1. Particulars of the complaint filed

(i) Name(s) of the complainant

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

(iii) Address for service of notices

(iv) Contact Details (Please mention e-mail, fax Number etc.):

(v) Details of the cause against complainant (including extraneous matter)

2. Particulars of the respondent(s)

(i) Name(s) of respondent(s)

(ii) Office address of the respondent

(iii) Address for service of notices

(iv) Contact Details (Please mention e-mail, fax Number etc.):

(v) Registered name and address of object

3. Jurisdiction of the adjudicating officer

Whether a competent decision of the subject matter of the complaint is within the jurisdiction of the adjudicating officer

4. Facts of the case

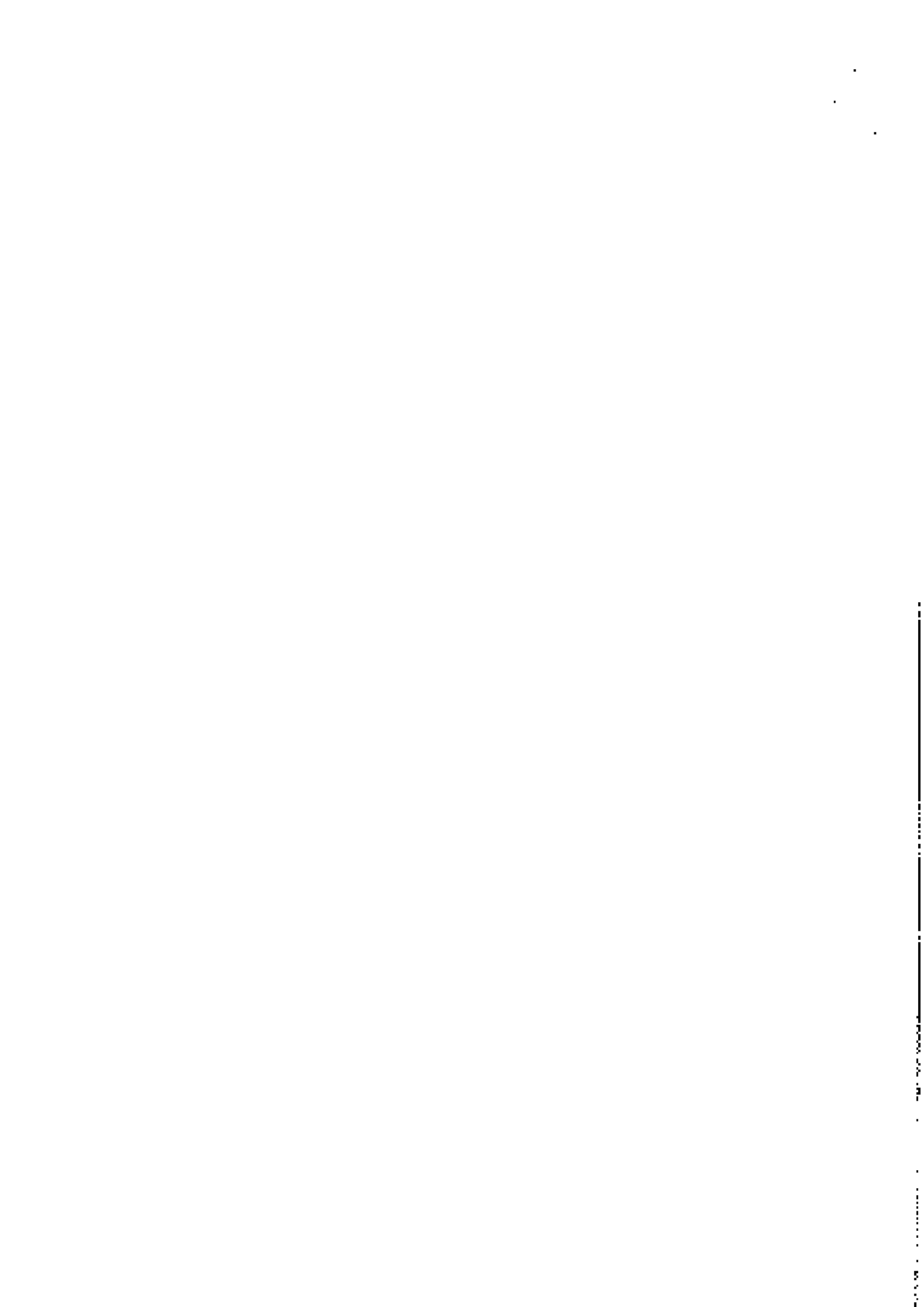
[Give a concise statement of facts and grounds of claim against the product(s)]

5. Compensation sought

1. View of the fact mentioned in paragraph 4 above if the complainant pays for the following compensation(s)

[Handwritten mark]

[Handwritten mark]



FORM T

[see rule 49 (1961)]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account

for the year ended ____

Of the Society

Type Code	Receipts	Current year item	Previous Year item	Acc. code	Payments	Of the Society	
						Current year item	Previous year item
	To Balance b/f				By Grants from Members		
	To Bank				To Repaid Insurance		
	To Cash				To Other Receipts		
	To Sales (specify)				By Repaid Insurance		
	To Donations				By Repaid		
	To Loans				By Grants		
	To Other (specify)				By Grants		
	To Interest				By Grants		
	To Dividends				By Grants		
	To Income tax				By Grants		
	To Other (specify)				By Grants		
	To Balance c/f				By Grants		
	To Bank				By Grants		
	To Cash				By Grants		
	To Sales (specify)				By Grants		
	To Donations				By Grants		
	To Loans				By Grants		
	To Other (specify)				By Grants		
	To Interest				By Grants		
	To Dividends				By Grants		
	To Income tax				By Grants		
	To Other (specify)				By Grants		
	To Balance c/f				By Grants		

1961-62

1961-62

FORM Q
[Section 49]

ANNUAL REPORT TO BE FILED AND BY AUTHORITY

1. Be in compliance with the provisions and regulations of the Act.

a. In relation to Producers:

No. of Producers	Name of Producer	Address of Producer	Designation of Producer with respect to the Act	Year of Production	Registration Number
1	2	3	4	5	6

Number of cases reported	Number of persons who reported	Number of cases reported with respect to the Act	Number
7	8	9	10

b. In relation to Third Party Agents:

Name of Agent	Name of Third Party Agent	Address of Third Party Agent	Designation of Third Party Agent	Registration Number	Designation of Third Party Agent with respect to the Act	Year of Production	Registration Number	Number of cases reported
1	2	3	4	5	6	7	8	9

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

No.	Number of cases filed before the Authority	Number of cases disposed by the Authority	Number of cases disposed by the adjudicating officer
18(a)			
18(b)			
18(c)			
18(d)			

18. Statement on the periodic survey cycle as per the Authority to monitor the compliance of the provisions and the Act by the producers, third party agents and the agents agents.

No.	Name of the producer/agent	Name of the Authority	Period of survey
19(a)			
19(b)			
19(c)			
19(d)			

1/2018

8. Statement on steps taken to mitigate and non-compliance of the provisions of the Act, rules, regulations made there under by the promoters, directors and VCs/venture capitalists

S. No.	Issue	Resolution	Not resolved

9. Statement on directors of the Authority and the penalty imposed for contravention of the Act and the rules and regulations made there under and statement on interest and pecuniary relationships of the adjudicating officer:

S. No.	Name of the Director	Details of the Director's pecuniary relationships/ other interests/ other employment	Does any interest or pecuniary relationship exist?	Whether imposed

S. No.	Name of the Director	Details of the Director's pecuniary relationships/ other interests/ other employment	Does any interest or pecuniary relationship exist?	Whether imposed

S. No.	Name of the Director	Details of the Director's pecuniary relationships/ other interests/ other employment	Does any interest or pecuniary relationship exist?	Whether imposed

Stamp page - (If applicable)

Number of (Stamp page)

By order of the Director
 Pr Secretary to the Government

(Signature)

(Signature)

