

Government of Jharkhand  
Urban Development & Housing Department

**Notification**

NO. 06/URDP(Reg.)-09/2016-10<sup>th</sup> 3261/14 3261/14 Rule, 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:-

- 3261/14  
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- 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 the 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 portion 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 form notified 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, drainage and electricity.

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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 these 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.

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## 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, interest, dues, 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, 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;

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, managing director, 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 completion:-

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 project:-

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 project:-

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

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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 or rejection, 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 'Y'.

#### 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 'U'.

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.

CHAPTER - III

**REAL ESTATE AGENT**

10. Application for registration by the real estate agents:

10.1 Every real estate agent required to register as per sub-section (2) of section 6 of the Act shall make an application in writing to the Authority in Form 'A', in triplicate, until the application procedure is made work stand, along with the following documents, namely:-

10.1.1 Details of details of his enterprise including its name, registered address, type of enterprise (partnership, society, and partnership, company etc);

10.1.2 The particulars of registration (whether as a proprietorship, partnership, company, society etc) including the bye laws, memorandum of association, articles of association, etc. as the case may be;

10.1.3 Name, address, contact details and photograph of the real estate agent. If it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other entities;

10.1.4 The authenticated copy of the PAN card of the real estate agent;

10.1.5 The authenticated copy of the address proof of the place of business;

10.1.6 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 years preceding the application, a declaration to such effect;

10.2 The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft drawn on any scheduled bank or through online payment for a sum of twenty five thousand rupees in case of the applicant being an individual or Rupees two lakh fifty thousand rupees in case of the applicant being other than an individual.

11. Grant of registration to the real estate agents:

11.1 Upon the application of a real estate agent as per section 6 of the Act, the Regulatory Authority shall issue a registration certificate with a registration number in Form 'B' to the real estate agent.

11.2 In case of rejection of the application as per section 9 of the Act, the Authority shall inform the applicant in Form 'C'

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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 name 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.

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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.

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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 water supply including street lighting, water supply arrangements 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 etc.

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 cycle:

16.1.4.1 list of number and types of apartments or plots/booths;

16.1.4.2 list of number of garages/booths;

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, layout, 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;

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- 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 also 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 also 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 Authenticated copy of company certificate and completion certificate including its qualification.

- 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

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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) something letters:
  - i. from banks for construction finance;
  - ii. from banks for home loan tie ups;

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



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- 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 the 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.

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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) for appointment of search committee and may lay down guidelines and procedure to invite applications from interested 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 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.

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- 15.5 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.
- 15.6 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.

20.

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 the case may be.

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 en route (including the journey undertaken by any party of his term) en route to his hometown 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.

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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.

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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 Member shall have to give an undertaking 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 schemes;
- 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.

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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 sub-section (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 sub-section (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, besides 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, penalty 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 transact or 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.

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- 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 witness jurisdiction the person, against whom the order is being issued, actually or nominally resides, or carries on business, or personally works for gain.

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

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

The scales 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.

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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 Fees payable 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 deem 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

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 business 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, to be referred to a 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 thereof in 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, type 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 Tribunals-

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.

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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 44	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 1973).

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 self-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 a bill payment, as the case may be.

45.2 The Authority shall for the purposes of enquiring 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 by the Authority that the respondent has not complied with the provisions of the Act or the rules and regulations, made thereunder;

45.2.6 Does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent.

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- 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 received, 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 complaint, as the case may be.

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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.

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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 contract and the relevant documents 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 contractor or alleged to have been contracted 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 by order in writing, or on 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 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 does not require further hearing, the

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, Hanoi, Szechu 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/All RUDA/MD, MADA/Town Planning/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 project:-

(a) Name

(b) Father's Name

(c) Occupancy

(d) Address

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

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

(g)

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

(a) Name

(b) Address

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

(d) Main objects

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

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

(iii)

PNB No. \_\_\_\_\_ of the promoter

(iv)

Name and address of the bank or broker with which amount in terms of % of sale (10) of clause (i) of sub-section (3) of section 2 will be maintained \_\_\_\_\_

(v)

Details of project and locality the applicant \_\_\_\_\_

(vi)

Brief details of the projects launched by the promoter in the last five years or under directly 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. \_\_\_\_\_

(vii)

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

\_\_\_\_\_

\_\_\_\_\_



- (ii) To provide the following information in accordance with the requirements of the above-mentioned hearing process, for the amount of \$50,000. The amount of the hearing fee may be waived if the applicant is a low-income person, as the case may be. The hearing fee shall be payable by the applicant at the time of the hearing. The hearing fee shall be payable by the applicant at the time of the hearing.
- (iii) To provide information that is not otherwise publicly available:
- (i) [Redacted] to be averaged over terms, payable;
  - (ii) and indicate every of the Bank rate of the program;
  - (iii) and indicate the nature of the commitment provided by financial terms and in any other terms of the document for those receiving financial goods;
  - (iv) copies of the legal documents reflecting the details of the proposed project and the development of project is proposed to be developed in accordance with legally valid documents with the contractor of such detail that it may be a contract;
  - (v) the exact number of days on the land on which development is proposed including any applicable title, deed, easement and boundary map or survey and all other such details;
  - (vi) where the promoter is not the owner of the land on which development is proposed project and details of the consent of the owner of the land on which development is proposed project and agreement of development agreement, if development agreement, or any other agreement of land on which development is proposed project and the owner of the land on which development is proposed project and other documents reflecting the details of such matter on the land on which development is proposed to be developed;
  - (vii) an authorized copy of the approval and consent document certifying from the competent authority obtained in accordance with the laws of any jurisdiction for the residential project mentioned in the application, and where the project is proposed to be developed in a residential area, an authorized copy of the relevant zoning ordinance and all other applicable laws, rules, regulations and codes of the jurisdiction in which such project is proposed to be developed;
  - (viii) the exacted plan layout map and other details of the proposed project as the plan thereof, and the whole project is as shown by the competent authority;
  - (ix) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereat including fire-fighting facilities, fire-fighting, water facilities, emergency evacuation services, and other related facilities;
  - (x) the location details of the project with clear demarcation of land allocated for the project along with the details of the proposed facilities, including the end points of the project;
  - (xi) a plan of the project showing the agreement for sales of the residential development proposed to be signed with the developer;
  - (xii) the number, type and the correct size of a commercial lot for the project along with the area of the exclusive balcony or veranda area and the exclusive open terrace areas with the layout plan of the project;
  - (xiii) the number and size of garage for sale in the project;
  - (xiv) the number of shops, shops, and the number of rooms, parking areas and other facilities in the project;
  - (xv) the names of all owners of the real estate project, if any, for the proposed project;
  - (xvi) the names and addresses of the contractors, civil and structural engineers, quantity surveyors and other persons involved in the development of the project and maps;
  - (xvii) a declaration in Form E.
- (ii) [Redacted] enclose the following and other documents and information regarding building project to be required under rule 4 and under other provisions of the Act and the rules and regulations made thereunder, namely:

*[Handwritten signature]*



- (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 [1996/95] the school

2008.  
 2009.

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

2014.

2015.





FORM "D"  
[See rule 3(2.9)]

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

OFFICE OF THE REGISTRAR

I,                      (the holder of the PWS,                     ) promoter of the project / I,                      by the promoter of the project, submit this/ these                      as follows:

I,                      (father/ mother/ wife of                      aged                      KAP promoter of the project / I,                      by                      (the promoter of the project) do hereby solemnly declare / I solemnly declare as under:

1. That I / (promoter) [I/we / we] a typical firm in the line on which the development of the project is in progress.

OR

                     [Name/last] is/are entitled to the land on which the development of the proposed project is/are intended.

AND

My/our said title/ titles of site of said land, along with the said title deed copy of the agreement between said owner and contractor for development of the new residential project is/ are enclosed herewith.

2. The title deed and / or free-holds                      are

OR

                     of                      (including details of any right held in fee simple, and                      of any person or persons)

3. The development/ construction of the project shall be completed by (not later than)                     

4. That a sum of                      per cent of the amounts realized by me / the promoter for the real estate project less the amount from insurance shall be deposited in a separate account to be maintained in a schedule bank to cover the cost of construction and the late cost of the land used in / for the project.

5. That the sum                      from the separate account to cover the cost of the project, shall be withdrawn by me / the promoter up to the percentage of completion of the project.

6. That the sum                      from the separate account shall be withdrawn by (me / the promoter) after it is certified by an architect and a chartered surveyor that the structure has been established in accordance to the percentage of completion of the project.

7. That if / the promoter shall give the accounts created within six months after the end of every financial year together with supporting receipts, and shall provide a statement of accounts duly certified and signed by suitably qualified accountant. It shall be verified by signing the audit final amount of the land for a particular project have been realized for the project and the withdrawal has been made / limits with the proportion to the percentage completion of the project.

8. That I / the promoter shall raise all the pending approvals and / or from the competent authorities.





.

:

.

:

.....





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 application for withdrawal of the registration of your project has been \_\_\_\_\_

Place:

Date:

Signature and Seal of the Authorized Officer  
Real Estate Regulatory Authority



10/10/2024





FORM B  
[See rule 7(3.1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

To :

\_\_\_\_\_

Is :

The Registrar of Project Registrations (Government of Punjab)

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 2 thousand Rupee Rs. \_\_\_\_\_ dated \_\_\_\_\_ for payment of \_\_\_\_\_ in favour of \_\_\_\_\_ bank as extension fee as provided under sub-rule (2) of rule 3;
- (ii) An annotated Plan of the project showing the extent of development work has 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 of the (permanent/approved) from the competent authority of \_\_\_\_\_ in \_\_\_\_\_ which is larger than the purpose term of extension of the registration sought \_\_\_\_\_
- (v) The request for project registration fee filed with \_\_\_\_\_
- (vi) Any other information may be specified by regulations.

Date : \_\_\_\_\_

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

*[Signature]*

*[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./M/s] \_\_\_\_\_ of \_\_\_\_\_  
[Mr./M/s] \_\_\_\_\_, [Title] \_\_\_\_\_, [Address] \_\_\_\_\_, [City] \_\_\_\_\_  
[Pin code] \_\_\_\_\_

OR

In the case of a company/ society / company / company, authority etc \_\_\_\_\_, [Name] /  
[Name] of company / association / authority etc \_\_\_\_\_, [Address] of (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 equipment, plant, machinery and other things used in the mining area as per section 27.
  - (b) The promoter shall deposit a sum of \_\_\_\_\_ per cent of the amount realized by the promoter in a separate bank account to be maintained in a scheduled bank to meet the cost of construction and the balance to be used in the mining area as per section 27 of the Act, etc. as per clause (b) of section 27.
  - (c) The registration shall be extended for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ (two times each year) of the year.
  - (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 the project or any part thereof to any other person in form as applicable to the project, which is developed.
  - (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, Regulatory Authority







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]

\_\_\_\_\_ of the \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 2013, [Amended Act 19 of 2018], as the case may be] having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (PAN: \_\_\_\_\_) and \_\_\_\_\_ by its authorized signatory \_\_\_\_\_ (Authorised no. \_\_\_\_\_) of \_\_\_\_\_, has hereby conveyed to \_\_\_\_\_ as the "Purchaser"

(which expression shall have no regard to the number of units thereof) to be deemed to mean and include its successors, assigns, heirs and legal representatives and permitted assignees).

(and)

[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, executor, administrator or permitted assignee including those of the respective partners).

[Redacted]

[If the promoter is an individual]

Mr. / Ms.

(Authorized person)

son /

daughter

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

(PAN

hereinafter

called the "Promoter" (which expression shall include any person by whom it is or meaning, direct or indirect)

be deemed to mean and include any other persons who shall be deemed to be the promoter of the company)

(including assignees)

AND

**[If the Allottee is a company]**

incorporate

(CIN no.

) a company

under the provisions of the Companies Act, 2013, (Central Act 18 of 2013), as the same may be,

having its registered office at

(PAN) is represented by

its authorized signatory,

(signature)

(date authorized signatory resolution passed)

hereinafter

referred to as the "Allottee" (which expression shall include any person by whom it is or meaning thereof be deemed to mean and include any person who shall be deemed to be the promoter of the company and assignees).

AND

**[If the Allottee is a Partnership]**

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

having its principal place of business at

(PAN

represented by its authorized partner,

(signature no.

authorized sign

has-in-charge the

referred to as

Allottee)

2024

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. \_\_\_\_\_, [P5] of \_\_\_\_\_, aged about \_\_\_\_\_

has sold and is the owner of the \_\_\_\_\_  
\_\_\_\_\_

HUF, having its place of business/residence  
at \_\_\_\_\_, [P6]

[P7] (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, assigns, administrators, successors and permitted assigns) as well as the members of the said HUF, their heirs, assigns, 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 [P8] (hereinafter

\_\_\_\_\_ [P9] (hereinafter referred to as the 'Said Land') of the sale  
\_\_\_\_\_ in Tehsil & District \_\_\_\_\_  
\_\_\_\_\_ [P10] (hereinafter referred to as the 'Said Land') of the sale  
\_\_\_\_\_ [P11] (hereinafter referred to as the 'Said Land') of the sale

\_\_\_\_\_

\_\_\_\_\_

date:

Roll-Registration: \_\_\_\_\_

\_\_\_\_\_

163

(General is the absolute lawful owner of [classroom/survey  
survey

note] [Please insert land block no. per land block

relax  
addressing

state  
meter

situated at

Tehsil & District

(Name

\_\_\_\_\_

\_\_\_\_\_

(and/or sale deed(s))  
 (s/s), \_\_\_\_\_, registered as documents no. \_\_\_\_\_  
 of the office of the Sub-Registrar The Owner and the Joint/other interested party  
 collaborate in development/join development agreement due  
 registered as documents no. \_\_\_\_\_ at the office of the Sub-Registrar; \_\_\_\_\_

3. The said land 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);

[Or,

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

\_\_\_\_\_ 

[Please insert the name of the reference 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

\_\_\_\_\_ having a total area of \_\_\_\_\_ square feet, type \_\_\_\_\_, floor \_\_\_\_\_

(over/under) parking \_\_\_\_\_ (No/Illegal) parking with garage/direct parking no.

\_\_\_\_\_ and measuring \_\_\_\_\_ square feet in \_\_\_\_\_ [Please insert

the location of the over/under parking], as permissible under the applicable law and of possession 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 detailed 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 agree to purchase the allotment in 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 Block, as defined in section 2;

2023-01-01

2023-01-01

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/Unad parking - 1	Rate for
Garage/Closed parking - 2	Rate for 1/2

[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 to be paid;



(iv) The Total State of Department or State or State of the State shall share in the financial obligations of the Department or State or State of the State as provided in Annexure 2 of the Agreement.

13. The State of the State shall pay, and except in cases where the State of the State agrees 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, from time to time. The Promoter undertakes and agrees that while raising a demand on the State of the State in development charges, cost charges imposed by the competent authority, the Promoter shall not be liable to

be financially/operationally burdened to that extent along with the demand of the State of the State, which shall only be applied as a subsequent payment.

14. The State of the State shall pay the payment plan set out in Schedule I (Payment Plan).

15. The State of the State may allow, in its sole discretion, a rebate for early payments of payments

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

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 as may be required as the case may be without the previous written consent of the Authority. Provided that the Promoter may make such minor additions or alterations as may be required by the Authority, in and under changes or alterations to the provisions of the State.

17. Upon completion of an apartment, the Promoter shall confirm the final carpet area that has been adopted by the Authority 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. If there is any variation in the carpet area which is in excess of the limit then Promoter shall refund the excess money paid by the State of the State within thirty five days with annual interest at the rate specified in the Deed, from the date when such an excess amount was paid by the State of the State. If there is any increase in the carpet area related to the State of the State, the promoter shall do and that from the State of the State for the next installment of the payment. Thus, all these monetary adjustments shall be made at the same rate or rates and fees as agreed in Clause 12 of this Agreement.

18/08/2024

*[Signature]*

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 Allottees shall have exclusive ownership of the Apartment No. 171;

(ii) The Allottees shall also have undivided joint interest in the Common Areas;

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 (residents, staff, etc.) without using any exclusive right or

privilege 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 never

proprietorship right in the common areas or the residential of Allottees or

thereof;

17/07/2017



That the computation of the price of the Apartment in (ii) The \_\_\_\_\_ (name of the developer) shall be the price of the Apartment, including the price of land, construction of the Apartment but also, the Common Areas, internal developments, the gas, external developments charges, taxes and levies, including water supply, fire protection and fire fighting equipment in the common areas etc. and includes cost of providing water facilities as provided within the Project.

1.9 It is made clear by the Parties that the Parties agree that the Apartment or \_\_\_\_\_ (name of the developer) along with \_\_\_\_\_ (name of the developer) shall be treated as a single "costable unit for all purposes". It is agreed that the Project is an independent, self-contained Project covering \_\_\_\_\_ (name of the developer) and \_\_\_\_\_ (name of the developer).

The said land and Project are of any other object or items and all cost items as per \_\_\_\_\_ (name of the developer) and \_\_\_\_\_ (name of the developer).

\_\_\_\_\_ (name of the developer) shall be the sole beneficiary of the Project for its own use or otherwise \_\_\_\_\_ (name of the developer) for the purpose of \_\_\_\_\_ (name of the developer).

of Interpretation of the Project shall be for the benefit of the Parties. It is clarified that Project's \_\_\_\_\_ (name of the developer) and \_\_\_\_\_ (name of the developer) shall be available only for use for the employment of the Parties of the Project.

1.10 It is understood by the Parties that all other taxes and levies and facilities falling outside the Project, \_\_\_\_\_ (name of the developer) shall hereinafter be treated as a part of the \_\_\_\_\_ (name of the developer) and \_\_\_\_\_ (name of the developer).

\_\_\_\_\_ (name of the developer) to be filed with \_\_\_\_\_ (name of the developer) [Name must be the name of the concerned competent authority to be filed in accordance with the \_\_\_\_\_ (name of the developer) rules.] \_\_\_\_\_ (name of the developer) [Name must be the name of the state \_\_\_\_\_ (name of the developer) if any].

1.11 The Parties agree to pay all outgoings before transferring the physical possession of the Apartment to the Parties, which shall include, but not be limited to, the payment of outgoings (including land and ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including management and interest on mortgages, or other encumbrances and such other liabilities payable to cooperative societies, banks and financial institutions, which are related to the project). If the Parties fail to pay all or any of the outgoings called for by it from the Parties in any form, the mortgagee bank and the lender before the handing the Apartment to the Parties, the Parties, shall be liable to pay after the handing of the Apartment to pay such outgoings and penal charges, if any, to the authority or person to whom they are

\_\_\_\_\_ (name of the developer) \_\_\_\_\_ (name of the developer)

payable and liable for the cost of any legal proceedings which may be taken thereon by such authority or person.

10.12 The Allocated expense of cost of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)

10.13) as booking amount being paid payment towards the cost of the Apartment or Plot at the time of selection in respect of which the Promoter hereby acknowledges and the allottee hereby agrees to pay the balance price of the Apartment or Plot as prescribed in the Payment Plan as may be considered by the Promoter within that period in the manner specified therein.

Provided that if the allottee delays in payment towards any amount for which is payable, then will be liable to pay interest at the rate specified in the plan.

## 11. MODE OF PAYMENT,-

Subject to the terms of the Agreement and the Promoter's plan, by the construction milestones, the

\_\_\_\_\_ make all payments, as demand by Allottee shall be \_\_\_\_\_ Promoter within the stipulated time as mentioned.

11.1 \_\_\_\_\_ in the Payment Plan through \_\_\_\_\_ (Bank / Online payment (as applicable)) in favour of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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 in other reference to any country

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 connection with the signing 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. The Alibee shall indemnify the Promoter shall be liable for 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 her/him under any liability of dues against her/him outstanding, 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 to the Alibee and the Alibee shall be responsible for the completion of the Alibee after receiving the necessary "No Objection Certificate" or the completion certificate of both, as the case may be. If any, the Alibee shall make timely payments of the tax and other dues payable by her/him and paying the other

10/11/2024

*[Handwritten signature]*

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 Contractor shall follow the specifications, subject to the terms of the Agreement.

The Contractor shall strictly abide by such laws, F&S and design norms and provisions as applicable to the project.

*[Signature]*

*[Signature]*

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 the

if there is any delay or failure due to war, flood, drought, fire, or any other cause or any other cause or by nature affecting the regular 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 of a nature 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 amount of the earnest 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

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

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

within 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 complete authority plan as applicable, 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.

*[Handwritten signature]*

*[Handwritten 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, fully 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 liable, on demand of the allottees, to give the allottees residing or intending to reside on the project, without prejudice to any other remedy available, to return the amount received by him in respect of the Apartments 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 "Department" or "Set" to the Allottee in the manner contemplated in this Agreement;

...A...

*[Handwritten 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 HYP and that no part thereof is owned by any minor and/or is mortgaged by any third party and shall remain 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 and/or 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 in default if any of the following events occur:
  - (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) Minister in charge 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 legal charges together with 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 regard, the Promoter shall have the right of possession 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 his/her 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 for providing

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

maintainance 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 deficit

*[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 work in the Building or the Apartment or Part of the said house, lifts, common passages, corridors, circulation spaces, stairum or the compound which may be an violation of any laws or rules of any authority or change or modification 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 common another part of the Building, is not in any way damaged or prejudicial. The Allottee shall undertake, observe and guarantee that he/she shall not put any goods or materials, which are inflammable, explosive or otherwise hazardous etc. in the flat of his/her of the Building, or anywhere on the premises of the Building, including therein in common areas. 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, including the outer side wall, bearing wall of the Apartment or Flat. The Allottee shall also not tamper with or interfere with the electrical 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 PAYOUT AND APARTMENT ACT, 2011- The Promoter

has assured the Allottees that the project in its entirety is in accordance with the provisions of the (The Payout 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 assisted by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, within 10 days that rectified within a 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 and in 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 non-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]*

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 at  
\_\_\_\_\_

Promoter or simultaneously 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 received at the above address shall be deemed to have been received by the promoter or the Addressee, at the time they are received.

**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 consider as 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 enforced in accordance with the laws of India for the time being in force.





39. DISPUTE RESOLUTION:-

in any dispute arising out of or in connection with the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, the "law of the land" shall be applicable by mutual discussion, failure whereof shall not be a bar to resort to the Arbitration & Dispute Resolution Act.

(Please insert appropriate terms and conditions as per the above and understanding between the parties, however, please ensure that such additional terms and conditions

are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations thereunder.)

WE, THE UNDERSIGNED PARTIES (as above named) have set their respective hands and signed this Agreement in full and free consent in the presence of                      witnessing witnesses, signing as follows on the day & date above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

As witness (including my presence)	Placed this	Placed this
(1) _____	photograph	photograph
(2) _____	and date	and date
(3) _____	at _____	at _____
At _____ on _____	photograph	photograph
_____		

In the presence of \_\_\_\_\_

*[Handwritten mark]*

*[Handwritten mark]*

**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 (10A))

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 with the \_\_\_\_\_ State Government and the details thereof are indicated hereunder.

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

OR

In the case of a firm / society / company etc., \_\_\_\_\_ [Name of society / firm / company etc.] \_\_\_\_\_, \_\_\_\_\_ (office / principal place of business) at \_\_\_\_\_.

2. To require particulars as under:-

(i) State of the applicant, whether [individual / company / partnership firm / society / firm / individual business] etc.

(ii) In case of individual:-

(a) Name of [Individual / Proprietorship Firm]

(b) Father's Name

(c) Age / date of birth

(d) Address

(e) Contact details (Telephone number, mobile 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 of [firm / society / company etc.]

(d) Major activities

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

(f) Name, phone, address, occupation and address of 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.

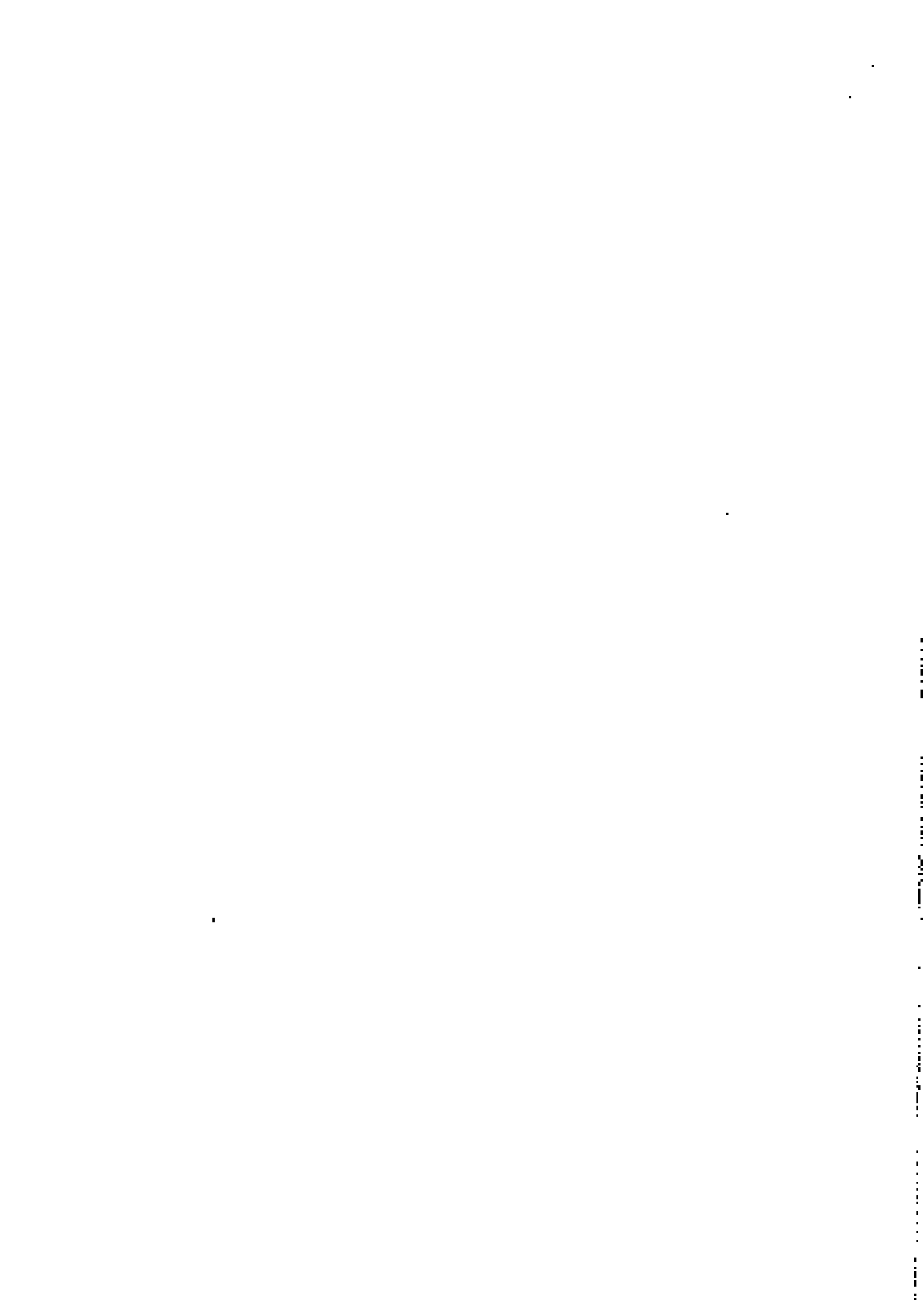
(h) Any other relevant details / address / e-mail / address of business.

(i) Declaration / registration in any other State or Union Territory.

(j) Any other information as specified by regulators.

*[Handwritten Signature]*

*[Handwritten Date]*





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

- (i) Demand Draft / Cheque / Credit Note \_\_\_\_\_ dated \_\_\_\_\_, for a sum of Rs. \_\_\_\_\_ in favour of \_\_\_\_\_, with amount \_\_\_\_\_ bank's authorization letter for online (2) at file 10 as through online payment as the case may be \_\_\_\_\_, (3) details of online payment such as the e-poi, PAN number, etc.
- (ii) Anticipation report of the PAN card of the returnee's registration and
- (iii) A duly filled copy of the registration as a real estate agent in any other State or Union Territory (applicable).

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

Date:

Place:

for and behalf of:  
Agent / authorized signatory of the applicant(s)





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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.] \_\_\_\_\_  
[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.] \_\_\_\_\_  
[M/Ms.] \_\_\_\_\_ [M/Ms.] \_\_\_\_\_ [M/Ms.] \_\_\_\_\_ [M/Ms.] \_\_\_\_\_ [M/Ms.] \_\_\_\_\_

is that a real estate agent to be registered under this section must 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 take or purchase or any part, apartment or building in the territory in a real estate project or part of a building, except by the promoter who is required to be a registered real estate agent.
  - (ii) The real estate agent shall maintain and preserve records of all transactions and documents to provide under rule 14.
  - (iii) The real estate agent shall not engage in any unfair trade practices as specified under clause (j) of section 20.
  - (iv) The real estate agent shall facilitate the processing of all inter-tenement documents, as the title is transferred to the title of a part of any plot, apartment or building, as the case may be.
  - (v) The real estate agent shall provide assistance to enable the titlees and promoter to exercise their respective rights and duties in their respective rights and duties of buying and sale of any plot, apartment or building, as the case may be.
  - (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder.
  - (vii) The real estate agent shall not contravene the provisions of any 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 5 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: \_\_\_\_\_

By: \_\_\_\_\_

Signature and seal of the Authority Officer  
Real Estate Regulatory Authority

11

11/11/11



FORM T

[Section 11(1), 12(1) & 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

To:

The Real Estate Regulatory Authority (Name of ER&A)

\_\_\_\_\_

To:

\_\_\_\_\_

(Applicant / Reg. No. (R) No. \_\_\_\_\_)

To be \_\_\_\_\_

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

OK

You hereby inform / I inform you that the renewal of the registration as real estate agent is rejected.

OK

You are hereby advised that the penalty for \_\_\_\_\_ as per the rules is hereby imposed.

For the purpose of this \_\_\_\_\_

Date:

By:

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 file no. \_\_\_\_\_/\_\_\_\_\_ bearing No. \_\_\_\_\_ of the year \_\_\_\_\_.

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

(i) A statement of my / my partner's / my partner's share in \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ my/our \_\_\_\_\_ profession - \_\_\_\_\_ (if you are a partner in a firm, please refer sub-rule (d) of rule 10 and attach the payment of the share my / my partner's) (see details in filing payment - such as bank passbook, etc.);

(ii) This is a self-declared copy of my / my partner's financials;

(iii) Statement of my / my partner's (individual / company / partnership / firm / sole trader / partnership / limited liability partnership etc.);

(iv) In case of individual:-

(a) Name - (Individual / company / firm)

(b) Father's Name

(c) Occupation

(d) Address

(e) Contact Details (phone number, email, Fax Number etc.)

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

or

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

(a) Name

(b) Address

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

(d) Main activities

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

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

17/12/2013

17/12/2013





- (c) particular of registration as partnership, sole trader, sole trader company, etc. including the by-laws, memorandum of association, articles of association as the case 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 establishment in the respective State/ Territory of India;
  - (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 [276] herefrom.

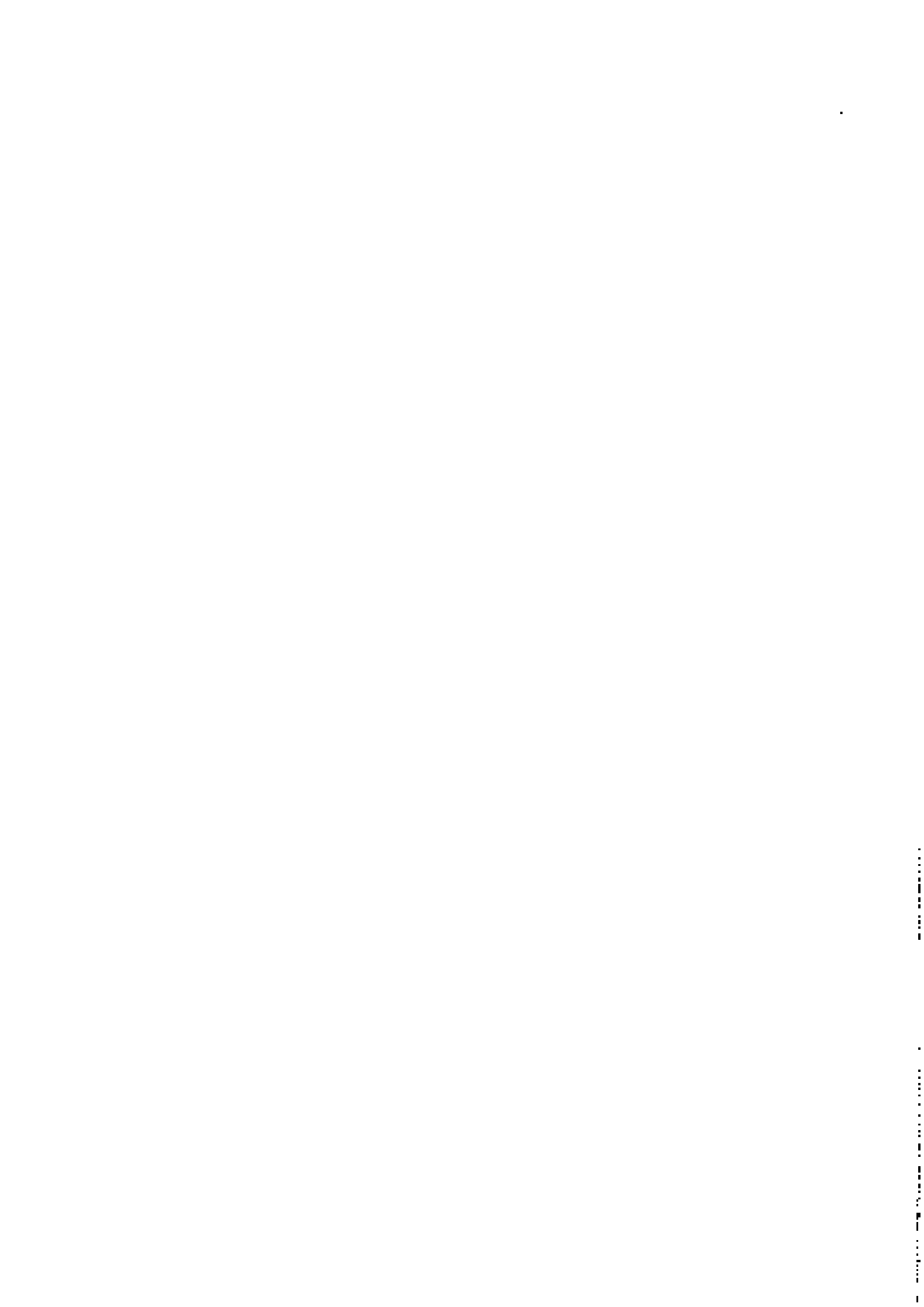
Date:  
Place:

Yours faithfully,  
Signature and seal of the applicant (276)

\_\_\_\_\_







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: up to the cost of out-of-pocket expenses): \_\_\_\_\_

Registration No: \_\_\_\_\_

Signature: \_\_\_\_\_

Registered: \_\_\_\_\_

INTERESTED PARTY APPELLANT (PERSONA) (same as above)

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, fax 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 (Home number, mobile, Fax Number etc.)
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 a matter as stated specified in sub-section (2) of section 41

OR

If the appeal is filed under the special jurisdiction provided specified under sub-section (3) of section 41, specify reasons for delay: \_\_\_\_\_
5. Particulars of the case

10/10/2014

10/10/2014



I agree to provide statement of facts and provide a signed copy of the specific action of the Authority or the delegating official, as the case may be, passed under section(s) \_\_\_\_\_ article(s) \_\_\_\_\_ of regulation(s) \_\_\_\_\_.

6. Bellwork request:

I agree to be fully interviewed in paragraph 1 above, the attached pages for the following date(s) \_\_\_\_\_.

(Specify below the date(s) sought, the practices of request, and the legal authorities (if any) relied upon.)

7. Request for a preliminary hearing:

Request for a preliminary hearing to appeal the appellate court's ruling on the following matter(s):

(Please state the essential facts of the matter(s) presented for review.)

8. Motion for production of records:

The appellant hereby declares that the matter regarding which this request has been made is not pending before any court, before any administrative body, or any other authority.

9. The request of paragraph 8 will be deemed to be a request of the following terms or sub-paragraph(s) of s. 22:

- (i) Access
- (ii) Name of the bank on which drawn
- (iii) The serial date number of banknote unique funding program transaction(s).

10. The documents:

- (i) Attached to the copy of the notice against which the appeal is filed
- (ii) Attached to the documents called upon by the appellant and referred to in the appeal
- (iii) Attached to the documents
- (iv) Other documents as annexed to the complaint

Signed: \_\_\_\_\_ of the appellant(s)

Verification

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

Date:

Date:

Signed: \_\_\_\_\_ of the appellant(s)

2020/07/10





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: \_\_\_\_\_

Name of complainant by post: \_\_\_\_\_

Compl. No. \_\_\_\_\_

Signature: \_\_\_\_\_

Residence: \_\_\_\_\_

JURISDICTIONAL AUTHORITY OF THE OFFICE (Name of State)

Reference

\_\_\_\_\_ Name(s) of

complainant

\_\_\_\_\_ Respondent(s)

Details of claim:

1. Particulars of the complaint (and its

(i) Name(s) of the complainant

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

(iii) Address for service of notices

(iv) Contact Details (Phone no., Fax, 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; 10e-10g)

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.

4. Particulars of demand (amount / fee / cost / charges / amount / interest / etc.) in respect of the heretofore mentioned items (a) of clause 2.

(i) Amount

(ii) Name of the bank on which drawn

(iii) Demand / bill number / number / cheque / order / other payment transaction no.]

5. Particulars of documents

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

(ii) Particulars of documents

(iii) Other documents that are annexed along with the complaint

Signature of the complainant (s)

#### 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.

Place

Date

\_\_\_\_\_



FORM 10

[See rule 11(1)(1)]

COMPLAINT (IF ANY) INDICATING THE FILTER

Class for an assigned compensation under rule 11(1)(1)                     

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)

is/are

                     (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 (Phone no., fax no., mobile no.):
- (v) Details of the cases against complainant including reference number

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 (Phone no., fax no., mobile no.):
- (v) Registered name and address of object

3. Jurisdiction of the adjudicating officer

Whether a default has occurred in the discharge of the duties by the respondent/s of the administrative staff

4. Facts of the case

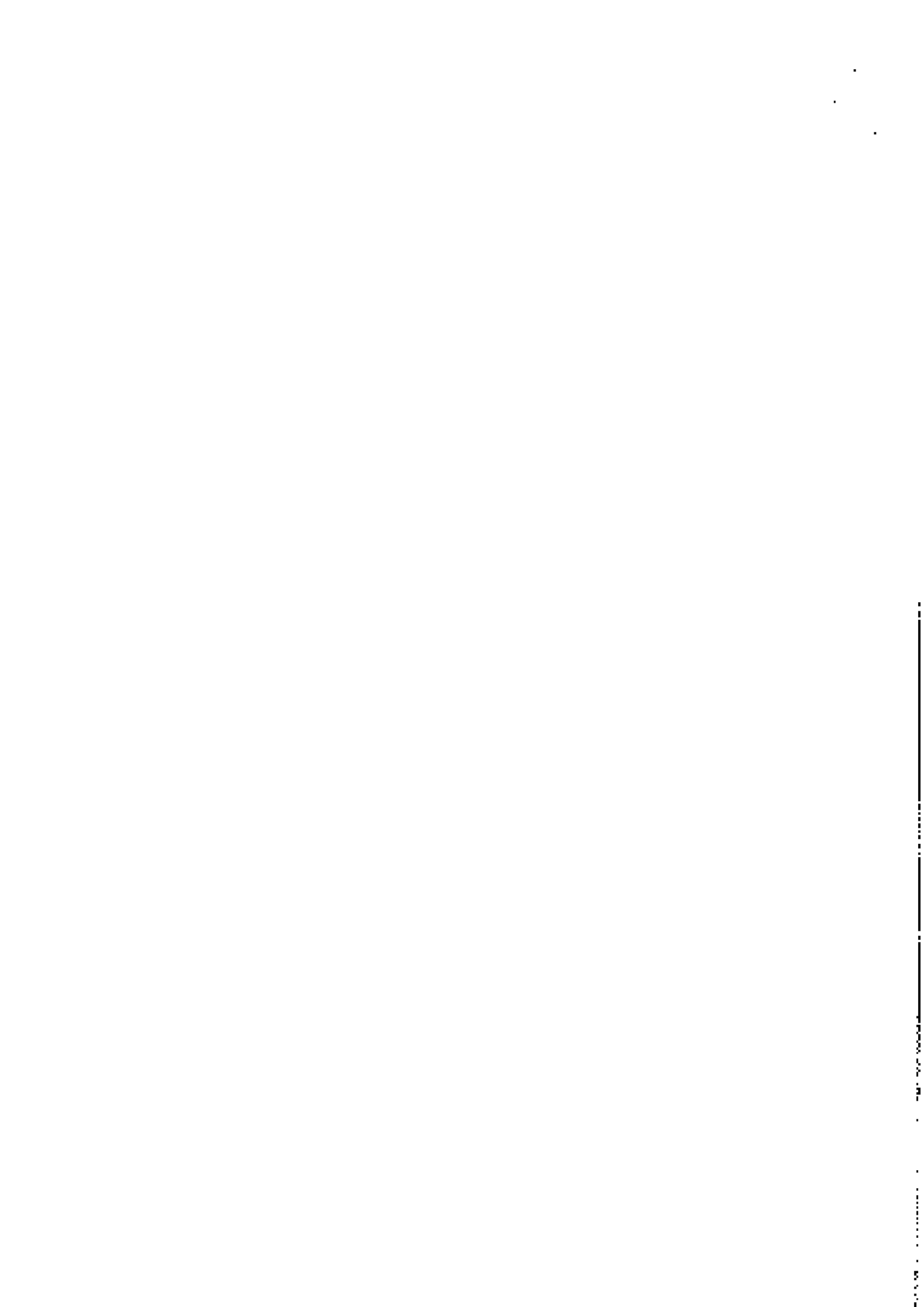
[Give a concise statement of facts and grounds of claim against the product/s]

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]*



Specify below the complainant(s) (i.e. – explaining the grounds or complaint) of the legal provision (if any) referred to.

6. Claim(s) pending with any other court etc.

The respondent(s) have declared the facts regarding which this complaint has been made and pending before any court of law to say (i.e. – exactly or approximately) as follows:

7. Particulars of the material(s) / bank(s) / cheque or online payment in respect of the respondent(s) (i.e. – rule 36):

(i) Account

(ii) Name of the bank or other institution

(iii) Account / Cheque number(s) / bank(s) / cheque or online payment (if applicable)

8. List of enclosures:

(i) Copy of the documents received by the complainant and referred to in the complaint

(ii) A index of documents

(iii) Other documents or records relating with the complaint

Signature of the complainant(s)

#### Verification

I \_\_\_\_\_ (name in full in bold letters) Son / Daughter of \_\_\_\_\_ the complainant(s) hereby verify that the contents of paragraphs [ ] to [ ] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place

Date:

*(Signature)*





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 Subscriptions				By Repaid Insurance		
	To Fees				By Donations		
	To Loans				By Grants		
	To Other Receipts				By Grants		
	To Interest				By Grants		
	To Dividends				By Grants		
	To Balance c/f				By Grants		
	To Bank				By Grants		
	To Cash				By Grants		
	To Subscriptions				By Grants		
	To Fees				By Grants		
	To Loans				By Grants		
	To Other Receipts				By Grants		
	To Interest				By Grants		
	To Dividends				By Grants		
	To Balance c/f				By Grants		
	To Bank				By Grants		
	To Cash				By Grants		
	To Subscriptions				By Grants		
	To Fees				By Grants		
	To Loans				By Grants		
	To Other Receipts				By Grants		
	To Interest				By Grants		
	To Dividends				By Grants		
	To Balance c/f				By Grants		
	To Bank				By Grants		
	To Cash				By Grants		
	To Subscriptions				By Grants		
	To Fees				By Grants		
	To Loans				By Grants		
	To Other Receipts				By Grants		
	To Interest				By Grants		
	To Dividends				By Grants		
	To Balance c/f				By Grants		

1961-1962

1961-1962











Year of the Budget and Financial Year:	Year:
--	-------

Use space for page 001

Member(s) (Signature)

Secretary (Signature)

Officer in charge (Finance and Accounts)

**Balance Sheet as on 31st (Month) (Year) \_\_\_\_\_**

(In Rupee)

Particulars	Particulars	Particulars	Particulars
Assets	Liabilities	Assets	Liabilities
Fixed Assets	Capital	Current Assets	Current Liabilities
Land	Share Capital	Stocks	Trade Payables
Buildings	Reserves	Debtors	Trade Receivables
Plant and Machinery	Surplus	Prepaid Expenses	Accrued Expenses
Investments	Provision for Contingencies	Other Assets	Other Liabilities
Other Fixed Assets		Bank Balances	Banking Liabilities
Current Assets		Cash	Other Current Liabilities
Stocks		Debtors	Trade Payables
Debtors		Prepaid Expenses	Trade Receivables
Prepaid Expenses		Other Assets	Accrued Expenses
Other Current Assets		Bank Balances	Banking Liabilities
Cash		Cash	Other Current Liabilities
Total		Total	Total
Accounting Officer		Accounting Officer	

Instructive: (1) The above referred prepared accounts shall be prepared by the authority based on satisfactory evidence as furnished by the appropriate Government and by other responsible officers as suggested by the Comptroller and Executive Officers of the Government.

(2) The Balance Sheet referred herein shall form an integral part of the Income and Expenditure Account of the balance sheet for the case in which.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer in charge (Finance and Accounts)





**FORM Q**  
**[Section 49]**

**ANNUAL REPORT TO BE FILED AND BY AUTHORITY**

1. De minimis required annual professional fee/extra agents:

a. In relation to Practitioners:

Sr. Number	Name of member	Address of member	Designation of member in the office	Professional Fee	Registration Number
1	2	3	4	5	6

Period of time required for	Duration of the period	Subscriptions of agents in the office	Remarks
7	8	9	10

b. In relation to Third Party Agents:

Sr. Number	Name of Third Party Agent	Address of Third Party Agent	Designation of Third Party Agent	Registration Number	Designation of registration in office	Subscriptions of Third Party Agent	Period of time required for registration	Remarks
1	2	3	4	5	6	7	8	9

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

Sr. No.	No. of cases filed before the Authority	No. of cases settled before the Authority	No. of cases disposed by the Authority
1	2	3	4

Sr. No.	No. of cases pending before the Authority	No. of cases referred to the adjudicating officer	No. of cases disposed by the adjudicating officer
1	2	3	4

18. Statement on the periodic survey cycle (if any) by the Authority to monitor the compliance of the members and the duty, its practitioners, and fee and extra agents:

Sr. No.	Survey cycle by the Authority	Compliance of members	Remarks
1	2	3	4



8. Statement on steps taken to mitigate and non-compliance of the provisions of the Act, rules, regulations made there under by the project, financial and non-financial aspects

S. No.	Issue	Resolution	Res. adopted

9. Statement on decision of the Authority and the penalty imposed for non-compliance of the Act and the rules and regulations made there under and statement on interest on the dues remaining unpaid by the adjudicating officer:

S. No.	Name of the member	Details of the decision made by the Authority/ adjudicating officer	Penalty imposed/ non-compliance imposed	Interest paid

S. No.	Name of the member	Details of the steps taken by the Authority/ adjudicating officer	Penalty imposed/ non-compliance imposed	Interest paid

S. No.	Name of the member	Details of the steps taken by the Authority/ adjudicating officer	Penalty imposed/ non-compliance imposed	Interest paid

Chairperson (if applicable)

Member (if applicable)

By order of the chairman  
 Pr Secretary to the Government

