

3. Definitions.—

In these rules, unless the context otherwise requires,

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Agent" means the Agent as defined in sub-section (a)(i) of section 2 of the Act;
- (c) "Annexure" means an annexure appended to these rules;
- (d) "Appropriate Government" means the Government of Madhya Pradesh;
- (e) "Association of allottees" means a co-operative or a self-help group 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 its authorized representatives of the allottees;
- (f) "Authenticated copy" means a self-attested copy of any document required to be provided by any person under these rules;
- (g) "Form" means a form appended to these rules;
- (h) "Layout plan" means a plan of the project depicting the division & proposed division of land into plots, roads, open spaces, amenities, etc. and other details such as their dimensions, as may be necessary;
- (i) "Project land" means any parcel or parcels of land on which the project is developed and constructed by a promoter;
- (j) "Section" means a section of the Act.

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

CHAPTER II REAL ESTATE PROJECT

A. Information and documents to be furnished by the promoter for registration of project.—

(1) A promoter shall furnish the following additional information and documents, along with those specified under the section 4 of the Act for registration of a project with the Authority, namely:

- (a) Name, photograph, address details, office and residential addresses and authenticated copy of PAN and Aadhaar card of the promoter;
- (b) audited profit and loss statement, balance sheet, auditor's report and Income Tax Returns of the promoter for three preceding financial years;
- (c) the number of open and covered parking areas proposed in the project;
- (d) authenticated copy of the legal title deed or other relevant documents reflecting the title & legal rights of the promoter to the land on which the project is proposed to be developed or non-encumbrance certificates from a revenue authority not below the rank of Tahsildar and No Objection Certificate from Mutual Officer, if the land is a mutual area, or No Objection Certificate from Sub-Divisional Officer, Government;
- (e) details of encumbrances on the land on which development is proposed including any rights, title, interest or claims of any party or person such as lease, along with details;
- (f) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the authorization agreement, development

agreement, joint development agreement, joint venture agreement, or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title deed and other documents reflecting the title of such owner to the land on which the project is proposed to be developed;

(c) such other information and documents, as may be specified by regulations;

(2) The application for registration referred to in sub-section (1) of section 4 shall be made in Form 22, to be prepared under the procedure to be made open order;

(3) The promoter shall pay a registration fee at the time of application for registration in the manner prescribed in the Regulations for a sum calculated as the rate of:

- (a) ten rupees multiplied by the promoter's floor Area Ratio per square meter for all plots in planned residential projects, including plots for common welfare or health or recreational facilities, excepting open areas and roads, or ten rupees per square metre of the proposed carpet area of the residential units and common facilities and other non-residential structures in the case of unapproved residential projects; or
- (b) twenty rupees multiplied by the promoter's floor Area Ratio per square meter for unapproved plots or plots for any other non-residential project;
- (c) in case of mixed projects the fee shall be calculated in proportion to the area proposed for residential and non-residential use, provided that educational, health and recreational facilities at a residential or mixed project shall be treated as residential.

Provided that in case of application for registration of existing incomplete projects under rule 4, the application fee shall be one-fourth of the amount calculated as above;

(4) The declaration in Form 22 to be submitted under clause (c) of sub-section (2) of section 4 of the Act, which shall include a declaration that the promoter shall not discriminate against any allottee on the grounds of caste or social or religious or any other grounds at the time of allotment of any apartment, plot or building, as the case may be;

(5) In case the promoter applies for withdrawal of application for registration of the project after it has begun to be constructed, but prior to a final decision being taken on it, or in case an application for registration is rejected, one percent of the registration application fee shall be retained as processing fee and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal or rejection, as the case may be.

d. Dislosures by promoters of existing projects—

(1) Upon the notification for commencement of sub-section (1) of section 5, promoters of all ongoing projects that is projects which have not received completion certificate or occupancy certificate by whatever name called shall within six months specified in the said sub-section, make an application to the Authority in the Form and manner provided in Rule 5.

Provided that regarding an ongoing real estate project, whether based on horizontal or vertical development, if at the commencement of sub-section (1) of section 5 of the Act, completion or occupancy certificate by whatever name called have already been obtained or an application or intimation has been submitted with the competent authority for obtaining completion or occupancy certificate by the promoter of such project, with respect to any one or more of the Towers or sections that could be deemed to be a share in the said project, then such Towers or sections shall be deemed to be a separate completed phase of the project and not a share in the said Towers or sections, provided that such still be required to be made by the promoter and the promoter shall be required to make an application duly with regard to the remaining incomplete part of the project which shall be considered as a separate phase of the project.

Provided further that the realisation of the real estate project shall not be restricted:

- (a) for the purpose of any renovation or repair or development which does not involve marketing, advertising, selling or new construction of any apartment, plot or building as the case may be under the real estate project;
- (b) where only structural repairs of existing buildings are being undertaken by or through any Public Authority or as per requirement under any bye-laws or regulations of the State Government or Director of any Competent Authority;
- (c) where such construction concerns any of newly started buildings which are being constructed under any rehabilitation scheme made under any law, rules or regulations of the State Government for the flats being a flats and does not involve any marketing, advertisement or new allotment being made by the promoter.

(2) The promoter shall, in addition to the information stated for in rule 3, disclose the following information namely—

- (a) the original sanctioned plan, layout plan and specifications promised by the promoter and any subsequent modifications notified, but, if any, including the existing sanctioned plan, layout plan and specifications;
- (b) the total amount of money collected from the allottees and the total amount of money used for acquiring of land, development and construction of the project, and balance amount of money available with the promoter and the amount to be paid against the land development charges;
- (c) the status of the project (status of development and construction completed, accompanied by plot topographic conditions and nature of pending development, the original sanctioned information of the allottees, date if any and the reasons for such delay, whether development and construction is ongoing or it is standstill, the time period in which the project is undertaken or to be completed, and the technical schedule duly certified by an engineer and chartered accountant in practice, the amount of the amount under sanction of the Govt. sanctioned sanctionable, shall deemed to be the "time period" to complete the project or any of its phases, as per the procedure of sanctionable (b) of clause (f) of sub-section (2) of section 4 of the Act.

Provided that if the project has already been delayed, it is proposed to be delayed beyond what the promoter originally notified, the allottees, and the authority is of the opinion that the proposed revised schedule is unworkable, it may reduce the time period while granting registration.

(3) The promoter shall disclose the size of the apartments, based on carpet area even if earlier allotted on any other basis such as super built up area, built up area etc. This shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent or the validity of the sale deeds of the apartments already sold or with respect to the apartments whose possession has already been handed over to the respective allottees.

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

(5) 20% of the bank account into which the promoter has deposited seventy percent of the balance amount (i.e. 14% amount received from the allottees less the expenses incurred on acquiring land, development and construction) as its capital expenditure, as required under sub-section (c) of clause (f) of sub-section (2) of section 4.

3. Withdrawal of sums deposited in separate account.

For the purpose of sub-clause (f) of clause (f) of section 4 of section 4, the cost shall be the cost incurred by the promoter, whether or not through purchase or lease charges etc. and the construction cost shall be the cost incurred by the promoter towards any other expenditure for the physical development of the project.

6. Grant or rejection of registration of the project—

- (1) On receipt of the application under rule 4 in sub-section (1) of the section, the Authority shall, within a period of 20 working days after such receipt, register or reject the application.

Provided that the Authority may grant an opportunity to the applicant to rectify the defects in the application within such period as may be specified by it, and the time limit for disposal of the application by the Authority shall be calculated from the date the application has been rectified in all respects.
- (2) Upon the registration of a project as per section 5 read with rule 3 and rule 4, as the case may be, the Authority shall issue a registration certificate with a registration number as Form 'C' to the promoter.
- (3) The registration certificate shall necessarily be displayed by the promoter at all advertisements or publicity material, in whatever form, relating to the project, as well as in all its communication with the allottees, including the Sale Agreement. Failure to do so shall attract penal action.
- (4) In case of rejection of the application as per section 5 the Authority shall inform the applicant in Form 'D'.

7. Extension of registration of the project.—

(1) The registration granted may be extended by the Authority, as an accommodation made by the promoter in Form 'E' which shall be submitted to the Authority as mentioned above and not less than three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with payment of an amount equivalent to the original registration fee as specified under sub-section (3) of rule 3 of the manner prescribed in the regulations 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 the application for extension may be submitted less than three months prior to the expiry of registration with a non-refundable fee equivalent to half the original registration fee provided, along with the fee prescribed in rule 3(2) above.

Provided further that where extension of registration is due in three instalments for a period of less than six months, the regulatory authority may at its discretion refund the whole or part of the fee for extension of registration.

(3) The application for extension shall also be accompanied by an affidavit of the promoter that the application fee and the fee, if any, shall not be charged to the project and that there is no involvement from the allottees, in any manner, directly or indirectly.

(4) Extension of registration of the project shall not be for more than one year.

(5) In case of extension of registration, the Regulatory Authority shall inform the promoter about the date of Form 'E' and in case of rejection of the application for extension of registration the regulatory authority shall offer similar opportunity to the applicant to be heard in the manner as per second proviso of section 5, where the promoter should file same in Form 'D'.

8. Revocation of Registration of the project.—

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

9. Agreement for sale.—

(1) For the purpose of section 13 of the Act, the agreement for sale shall be in conformity with the provisions of the Act, rules and regulations made thereunder and shall be in accordance with the model form of agreement of sale at Annexure 'A'. Nothing in this sub-section shall be deemed to prevent the agreement from modifying the model Form of Agreement for sale at Annexure 'A'.

Provided that such modified clauses are in conformity with the provisions of the Act, and the rules and regulations made there under from time to time.

Provided further that if there is any doubt as to whether a modified clause of the agreement is in conformity with the Act or rules or regulations, the decision of the Authority on the issue shall be final.

Provided also that any clause in an Agreement for Sale that is not in conformity with the provisions of the Act or Rules and Regulations made thereunder shall be deemed to be an option void.

(2) Any application for an affidavit, letter or any other document signed by the allottee, in respect of the apartment, plot or building, made in the exercise and registration of the agreement for sale for such apartment, plot or building, or the case may be, shall not be allowed to limit the rights and interests of the allottee under the agreement for sale or under the Act or the rules or the regulations made thereunder.

(3) No working incomplete projects that are registered under rule 4, the agreement already entered into shall, ordinarily be honoured, except in those cases where their terms run contrary to the aims, objects and provisions of the Act or the rules or the regulations made thereunder, as may be determined by the Authority after giving an opportunity of hearing to the promoter to be held in the manner.

CHAPTER III

AGENT

10. Application for Registration by the Agent.—

(1) Every Agent required to register as per sub-section (1) or section 9 shall make an application in writing to the Authority in Form 'C' along with the following documents, namely:

- (a) full details of his enterprise including its name, registered address, type of enterprise (individual, proprietorship, society, partnership, company etc.);
- (b) particulars of registration, if any, including the type, laws, memorandum or association, articles of association etc. of the enterprise;
- (c) authenticated copy of PAN and Aadhaar cards, photographs, recent details of the Agent if he is an individual, and of each of the partners, directors etc. in case of other entities;
- (d) income tax returns for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect shall be required;
- (e) authenticated copy of the address proof of the place of business.

(2) The Agent shall pay a registration fee in the manner specified at the time of application for registration for a sum of rupees one hundred in case of the applicant being an individual, or rupees fifty thousand in case of the applicant being other than an individual.

11. Grant of Registration to the Agent.—

(1) On receipt of the application under rule 10, the Authority shall within a period of 30 working days either grant the registration to the Agent or reject the application, as the case may be:

Provided that the Authority may grant an opportunity to the applicant to clarify the defects in the application within such period as may be specified by it and the time limit for disposal of the application by the Authority shall be calculated from the date the applicant has been notified in all respects.

(2) Upon the registration of an Agent the Authority shall issue a registration certificate with a registration number as per Form 15 to the Agent.

(3) In case of rejection of the application as per section 9 the Beautician Authority shall inform the applicant as per Form 17.

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

(5) If the Agent applies for withdrawal of application for registration after it has begun to be processed, up to a final decision being taken on it, or in case an application for registration is rejected, 50 per cent of the registration application fee shall be retained as processing fee and the remaining amount shall be returned to the applicant within thirty days from the date of such withdrawal or rejection, as the case may be.

12. Renewal of registration of Agent.—

(1) The registration granted under section 9, may be renewed as per section 9 on an application made by the Agent in Form 21 which shall be submitted not more than six months and not less than three months prior to the expiry of the registration period.

(2) The application for renewal of registration shall be accompanied with payment in the manner prescribed of a sum of rupees five thousand in case of the Agent being an individual or rupees twenty thousand in case of the Agent being other than an individual.

(3) The Agent shall also submit all the ground documents as per in clause (a) (i) of rule 10 at the time of application for renewal.

(4) On receipt of the application for renewal of registration, the Authority shall within a period of 30 working days either grant the renewal to the Agent or reject the application.

Provided that no application for renewal of registration shall be rejected unless the applicant has been given an opportunity of hearing in the matter.

Provided further that the Authority may grant an opportunity to the Agent to clarify the defects in the application within such a period as may be specified by it and the time limit for disposal of the application by the Authority shall be calculated from the date the application has been notified in all respects.

(5) The renewal of registration of the Agent shall be granted:

Provided that the Agent has complied with the provisions of the Act and the rules and regulations mentioned under in case of renewal of registration, the Authority shall inform the Agent about the same in Form 22 and in case of rejection of the application for renewal of registration the Authority shall inform the Agent in Form 23.

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

13. Revocation of Registration of Agent.—

The Authority may, due to reasons specified under sub-section (2) of section 9 of the Act, revoke the registration granted to the Agent or cancel himself, as the case may be, and intimate the Agent of such revocation as per Form 24.

14. Maintenance and preservation of books of accounts, records and documents.—The Agents shall maintain and preserve books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961 as amended, from time to time and the rules made there under.

15. Other functions of the Agents.—The Agent shall provide best title insurance to enable the allottee to procure title and have title clear in subsequent sales, to exercise their respective rights and fulfil their respective obligations in the transfer, leasing and sale of any plot, apartment or building, as the case may be. The Agent shall at all times ascertain the actual status of the proposed transaction in the cases concerned and shall not do or say anything in a misleading manner.

CHAPTER IV DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

16. Details to be published on the website.—

(1) For the purpose of clause (b) of section 24, the Authority shall ensure that the following information as applicable, shall be made available on its website in respect of each project registered under:

(a) Details of the promoter including the following:

(i) Promoter or Group details:

- (A) brief details of the enterprise, including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, company limited liability) and the particulars of registration in case of a newly incorporated or registered entity, brief details of previous enterprise including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, company, company limited liability);
- (B) background of promoter, educational qualifications, work experience, and in case of a newly incorporated or registered entity, work experience of the Chairman, Directors, partners, as the case may be, of the parent entity;
- (C) name, address, contact details, including land line and mobile phone numbers and e-mail address, and paragraph of the promoter and authorized persons of the entity.

(ii) Track record of the promoter:

- (A) number of years of experience of the promoter or parent entity in real estate construction in the State;
- (B) number of years of experience of the promoter or parent entity in real estate construction in other States or Union Territories;
- (C) list of completed projects, their location and their area, used areas and dates of completion, if any;
- (D) list of ongoing projects, their location and proposed area to be constructed and their dates of commencement, current status, reasons for delay in case of any, and details of litigation if any, if applicable;

Notwithstanding the details and details of completed projects or completed projects commenced during the five years preceding the date of application and ongoing projects commenced before that as provided under clause (c) of sub-section (2) of section 4 of the Act, However, listing of all ongoing or incomplete projects is compulsory, even if they have been launched prior to the previous five years.

- (iii) Financial status of the promoter Annual/Balancesheet of the promoter for the preceding financial year, and in case of a newly incorporated or registered entity, Annual Balance sheet of last 3 financial years of the parent entity.
- (iv) Website—
- (A) web link to the developer or project website,
 - (B) web link to the project website
- (v) Details of Internal review process including the following, namely:—
- (i) Advertisement or prospectus, by whatever name called, issued or issued to the project
 - (ii) Companies and registration—
 - (A) authenticated copy of the approval and commencement certificate from the competent authority as provided under clause (d) of sub-section (2) of section 4
 - (B) the sanctioned plan layout plan and confirmation of the project in the plan thereof and the work program as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4.
 - (C) copy of the registration granted by the authority
 - (iii) Apartment, plot and garage related details—
 - (A) Details of the number, type and area of flats or apartments (or) plots in the project along with the area of exclusive balcony or verandah areas, and exclusive open common areas with the apartment or details of the number, type and areas of plots, as provided under clause (b) of sub-section (2) of section 4,
 - (B) details of the number and areas of garages linked with each apartment, and the number separately for sale in the project as provided under clause (j) of sub-section (2) of section 4
 - (C) details of the number of open and covered parking areas provided in the real estate project.
 - (vi) Architectural Agents: Name and address and registration numbers of Agents authorized for the project, if any, as provided under clause (j) of sub-section (2) of section 4.
 - (vii) Consultants: Details including name and address of consultants, architect and structural engineers, and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4.
 - (viii) Location: the location details of the project, with clear demarcation of land allocated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (l) of sub-section (2) of section 4.
 - (ix) Development Plan—
 - (A) The development works to be executed in the proposed project and the proposed facilities to be provided, including water supply, electric supply, sewerage facilities, drainage and disposal treatment or waste disposal, fire fighting facilities, emergency services, medical waste disposal unit, rainwater harvesting, renewable energy, etc. as provided under clause (e) of sub-section (2) of section 4;
 - (B) Land Use/Use or Withdrawal Change showing as per the proposed facilities of the different major components of the Project Schedule

- (e) Other Items—
- (i) proposals and No Objection certificates received from various authorities;
 - (ii) authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable to the project;
 - (iii) authenticated copy of the site plan or site map showing the location of the project, sent along with details of revenue status, survey numbers, colonial numbers, karnam numbers and area of each portion of the project block;
 - (iv) authenticated copy of the layout plan of the project to the project director and also the layout plan of the whole project as sanctioned by the competent authority;
 - (v) floor plans for each floor and block indicating dimensions, amenities and enclosed areas;
 - (vi) authenticated copy of completion certificate and occupancy certificate, when these are due in application for them, if they have not been issued;
 - (vii) Land Documents
 - (A) possession of the appraiser firm, allotment letter and agreement for sale;
 - (B) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed along with legally valid encumbrance with unfragmented title and title;
 - (C) 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 copies of documents affecting the title of each portion of the land;
 - (D) sanction letters from banks for loans taken for use, if any;
- (f) The promoter shall provide for following systems on the website for the project within ten working days from the expiry of each quarter, namely:—
- (i) number and type of apartments or flats booked;
 - (ii) number of vacancies booked;
 - (iii) status of the project
 - (A) status of construction of each building with photographs;
 - (B) status of construction of each floor with photographs;
 - (C) status of completion of internal infrastructure and common areas with photographs;
- (g) Status of all necessary approvals, law and order clearance, environmental clearance, fire NOC, permission from State and Revenue Department;

Legal Standard from Airport Authority of India, where applicable, such other approvals as may be required in the interest of the project.

- (A) Approvals received;
- (B) Approvals applied for and expected date of receipt;
- (C) Approvals to be applied for and expected date of application;
- (D) Miscellaneous commitments or assurances, if any, issued by the competent authority with regard to any sanctioned plan or layout or specifications, license, permit or approval for the project.

(2) The Authority shall also make available information on its website with respect to each project resolved or pending as the case may be.

(3) For the purpose of clause (d) of section 44, the Authority shall ensure that the following information shall be made available on its website in respect of each Agent registered with it or whose registration has been renewed:

- (a) For Agents registered with the Authority—
 - (i) registration number and the period of validity of the registration;
 - (ii) brief details of the enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
 - (iii) name, address, contact details including land line, mobile number and e-mail address, photograph of the Agent if he is an individual and names of the partners, directors, CEOs etc. in case of other entities;
 - (iv) authenticated copy of the PAN Card and Aadhaar Card;
 - (v) authenticated copy of proof of address of place of business.
- (b) In case of Agents whose register entry has been removed by the Authority—
 - (i) registration number and the period of validity of the registration;
 - (ii) name, address, other available details and photograph of the Agent if he is an individual and those of the partners, directors, CEOs etc. in case of other entities.

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

CHAPTER V

INTEREST PAYABLE BY PROMOTER AND ALLIANCE AND LENDERS FOR REFUND

17. Rate of interest payable by the promoter and the alliance—

- (1) The rate of interest payable by the promoter to the lender or by the alliance to the promoter in the case may be shall be the same.
- (2) The maximum rate shall be specified by the Authority from time to time and published on its website, which shall not be determined by or based on the State Bank of India (highest marginal cost of lending rate plus two percent). The promoter and alliance are free to agree on a lower rate, if it shall be the same for both.

Provided that in case the State Bank of India marginal cost of lending rate is not in use it shall be notified by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

- (16) The instrument or agreement shall be signed by the promoter at the time of signing the agreement between the promoter and the allottee, and shall comply with the same marginal the schedule of the instrument, unless the parties mutually agree to reduce the cost by both as stated directed to do so by the Authority.

18. Timeliness for refund.

Any refund of money along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be made by the promoter to the allottee within sixty days from the date on which such refund along with applicable interest and compensation, if any, becomes due.

CHAPTER VI REAL ESTATE REGULATORY AUTHORITY

19. Selection of Chairperson and Members of the Authority.

- (1) When the vacancy of the Chairperson or a Member in the Authority shall exist or arise or may likely to arise, the State Government may make a reference to the Selection Committee to fill up such a vacancy. The Secretary for the Selection Committee shall be the officer of the Government in Charge of Urban Administration and Development (Mahiya Pradhik. Bhagal).
- (2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the Authority, follow such procedure as may fit.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government within a period of 60 or 90 days from the date of reference made under sub-rule (1).
- (4) The State Government shall within 15 days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee to the vacancy of the Chairperson or Member, as the case may be.

20. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Authority.

- (1) The salary and allowances payable to and other perquisites and terms and conditions of service of the Chairperson shall be same as those of the State Election Commissioner or of a Judge of the High Court.
- (2) The salary and allowances and other perquisites of the full-time member shall be equivalent to the salary and allowances and other perquisites admissible to such member prior to his appointment as Member.
- Provided that if the Chairperson or full-time Member at the time of his appointment is in receipt of a pension other than a disability or special pension, at request of any provision whether rendered by Government or Government of India or under the Government of a State, his salary at request of the Government shall be same as the Member as the case may be shall be reduced by the amount of pension including the portion of pension which was continued and pension requirement of other forms of retirement benefits including pension equivalent of retirement gratuity.
- (3) A part-time member shall be paid a sitting fee for each day he attends the meetings of the Authority as may be determined by the State Government and from time to time and any such fee shall not be entitled to any advantage relating to house and services.

21. Administrative powers of the Chairperson of the Authority (The administrative powers of the Chairperson of the Authority shall include making decisions with regard to the following, namely:-

- (a) all matters relating to the administrative control, functioning, monitoring and general superintendence of the adjudicating officers, including the quality and quantity of disposal of their cases;
- (b) all matters relating to staff strength, wages and rates of salaries, emoluments, perquisites and pensional policies;
- (c) all matters pertaining to creation and abolition of posts;
- (d) all matters relating to appointments, promotions and transfers for all posts;
- (e) appointments of, resignations by any Member, adjudicating officer, other officer or employee otherwise against sanctioned posts;
- (f) withdrawal of name of an individual by any Member, adjudicating officer, other officer or employee within the outside India and allowance to be granted for the same;
- (g) all matters in relation to reimbursement of medical claims;
- (h) all matters in relation to grant or rejection of leave;
- (i) permission for hiring of vehicles for official use;
- (j) authorizations for attending seminars, conferences and training courses in India or abroad;
- (k) permission for invitation of guests to carry out training courses;
- (l) all matters pertaining to staff welfare expenses;
- (m) sanction scrapping or right off of capital assets which due to normal wear and tear have become uneconomical or a conditional beyond economical repairs;
- (n) all matters relating to disciplinary action against any Member, adjudicating officer, other officer, and Government servants of the Authority;
- (o) any other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and these Rules.

22. Salary, allowances, perquisites and other terms and conditions of service of the officers, employees, experts and consultants engaged by the Authority. :-

- (1) The conditions of service of the officers, and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation shall be regulated in accordance with such rules and regulations as may be made from time to time, applicable to officers and Government servants of the State Government and treating the corresponding scales of pay.
- (2) Consultants or experts that may be engaged by the Authority shall be paid a monthly honorarium as may be determined by the State Government from time to time.
- (3) no consultant or expert shall not be deemed to be regular members of the staff having in the establishment of the Authority,

- (b) the conditions of service may be appointed for a term of one year, renewable on a year to year basis;
 - (c) the appointment may be terminated by the Authority by serving one month's notice.
- (3) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or Government servants or establishments and organs, as far as may be.

43. Organisation of the Authority :-

- (1) The head office of the Authority shall be located at Bhusel. The Authority shall ordinarily conduct its business at its headquarters and may also sit in session at such other places in the State as the Chairman may by general or special order decide.
- (2) The quorum for any formal meeting of the Authority shall be two and shall include the Chairman, unless he is excused leave or specifically indicates that the Authority shall meet in his absence.
- (3) The working days and office hours of the Authority shall be the same as those of the State Government.
- (4) The official common seal and emblem of the Authority shall be such as the State Government may specify.

44. Additional powers of the Authority :-

- (1) In addition to the powers specified in sub-section (2) of section 35 the Authority shall exercise the following additional powers, namely:—
- (a) requiring the promoter, allottee or Agent to furnish in writing such information, explanation or produce such documents within such reasonable time as it may deem necessary;
- (b) recommending, subject to the provisions of sections 125 and 126 of the Indian Evidence Act, 1922 (c. of 1922), any public record or document or copy of such record or document from any office;
- (c) The Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, law, social, anthropology, construction, architecture or engineering or from any other discipline as it seems necessary, to assist it in the conduct of any inquiry or proceedings;
- (d) On receipt of the application for registration of a project, under section 4 read with rule 3, the Authority may review the documents submitted and enquire into the following matters and such other matters as it may consider necessary, prior to grant of registration within the time prescribed under sub-section (2) of section 5, namely:—
- (a) the nature of rights and interest of the owner in the land which is proposed to be developed;
- (b) extent and location or area of land proposed to be developed;
- (c) layout plan of the project;
- (d) financial, technical and managerial capacity of the promoter to develop the project;
- (e) plan regarding the development works to be executed in the project; and
- (f) conformity of development of the project with neighbouring areas.

Provided that the time taken for such inquiries, including any negotiations, if found necessary shall not be included in the time limit for delayed registration as provided under sub-section (1) of section 5 of the Act.

- (4) The Authority may in the interest of the public, inquire into the disbursement of amounts imposed as penalty, interest or compensation paid or payable by the promoter or maker to ensure that the promoter has not
- (a) withdrawn the said amount from the account maintained as provided under sub-section (1) of clause (b) of sub-section (2) of section 4, or
 - (b) used any amount paid to such promoter by the allottees for their real estate project for which the penalty, interest or compensation is payable in any other real estate project,
 - (c) recovered the amounts paid as penalty, interest fee for possession or compensation from the allottees of the relevant real estate project or any other real estate project.

29. **Judging a complaint with the Authority and appeal by the Authority**

- (1) Any applicant person having reasonable grounds may file a complaint with the Authority for any violation under this Act or the rules or the regulations made there under, as from 1997, which shall be accompanied by payment of the normal prescribed in the form a fee amounting to rupees one thousand.
- (2) Where the petitioner chooses to be represented by an authorized person as provided under section 56, written authorisation to act as such person for the person concerned thereby by such authorized person, such to original, shall be appended to the petition.
- (3) The Authority shall for the purpose of deciding any complaint received under sub-rule (1), follow summary procedure for inquiry in the following manner, namely:—
 - (a) upon receipt of the complaint the Authority shall examine it for admissibility if it is found to be without substance or beyond jurisdiction or without bona fides, the Authority may reject it as being inadmissible, the reasons to be recorded in the form of a written order.

Provided that no complaint received under sub-rule (1) shall be rejected without giving an opportunity of hearing to the complainant or his authorized agent.
 - (b) if the Authority finds the complaint to be prima facie admissible, it shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent.
 - (c) on the date notified, the Authority shall explain to the respondent or his authorized agent, as the case may be, about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made there under and if the respondent:
 - (i) pleads guilty, the Authority shall issue a plea, and pass such order including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
 - (ii) does not plead guilty, it issues the complaint the Authority shall require the respondent to submit an explanation in writing;
 - (d) in case the Authority is satisfied on the basis of the submissions made, but the complaint does not appear any further inquiry it may dismiss the same.

- (a) in case the Authority is satisfied on the basis of the submissions made that a person is liable for fault in hearing (as the complainant may order production of documents or other evidence in a date and time fixed by it);
- (b) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions, including having site inspections conducted through persons authorized by it;
- (c) on the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions may or may not -
 - (i) the respondent is in contravention of the provisions of the Act or the rules or the regulations made thereunder if such facts include commission of penalty as it thinks fit is consistent with the provisions of the Act or the rules or the regulations made thereunder;
 - (ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder; the regulatory authority may, by an order in writing, dismiss the complaint, with reasons to be recorded in writing;
- (d) if any person fails, neglects or refuses to appear or present himself as required before the Authority, the Authority shall have the power, in regard with the inquiry in the absence of such person or persons who returning the reasons for doing so -
 - (i) if the respondent is a partner of a registered project or a registered Agent, then issue of notice by e-mail to the registered e-mail address given by him to the record of the Authority shall be sufficient and proof of its having been validly served;
 - (ii) the notice shall specify the place, date and time for hearing;
 - (iii) if the respondent chooses to be represented by an authorized person as per the provisions of section 56, written authorization as set as such and the witness consent thereto by such authorized person before in original, shall be produced to the Authority, once before the time fixed for hearing;
 - (iv) 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 documents which in the opinion of the Authority, may be useful for or relevant to the subject matter of the inquiry, and in issuing such evidence the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1972 (11 of 1972);
- (e) The general working day for functioning of the Authority, which is not specified in the Act or in these Rules, shall be determined by the Authority itself.

5. Manner of filing a complaint with the adjudicating officer and inquiry by the adjudicating officer.

- (a) Any aggrieved person may file a complaint for compensation under sections 12, 14, 15 and 19 to be decided by an adjudicating officer, in form "A" which shall be accompanied by payment in the manner prescribed of a fee of rupees one thousand.
- (b) Upon receipt of the complaint, the Authority shall examine it for admissibility. If it is prima facie found to be without substance or beyond jurisdiction or without locus standi, the Authority may reject it or decline to accept it, for the reasons to be recorded in the form of a written order.

Provided that no complaint received under sub-rule (a) shall be rejected without giving an opportunity of hearing to the complainant or his authorized agent or opportunity to be heard.

- (3) If the Authority finds the complainant to be prima facie admissible as a claim for compensation under sections 12, 14, 15 or 19, it shall transfer it to the adjudicating officer for further action.
- (4) The adjudicating officer shall, for the purpose of adjudicating, an application follow summary procedure for inquiry in the following manner, namely: -
 - (a) upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
 - (b) if the respondent is a promoter of a registered project, then notice issued by e-mail to the updated e-mail address given by him in the record of the Authority shall be sufficient and proof of his having been duly served;
 - (c) the notice shall specify a date and time for further hearing;
 - (d) if the respondent chooses to be represented by an authorised person as per the provisions of section 86, written authorisation to be as such and the written consent thereto by such authorised person, in its original shall be presented to the adjudicating officer on or before the date fixed for hearing;
 - (e) on the date so fixed, the adjudicating officer shall explain to the respondent or his authorised agent, as the case may be, the allegations against him and the provisions of the Act or the rules and regulations made thereunder and if the respondent pleads guilty, the adjudicating officer shall award the fine, and award such compensation as he thinks fit in accordance with the provisions of the Act or the rules or the regulations made thereunder;
 - (f) where the respondent pleads and concedes the complaint, the adjudicating officer shall require the respondent to submit an explanation in writing;
 - (g) if on 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;
 - (h) if on the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing, he may order production of documents or other evidence on a date and time fixed by him;
 - (i) the adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and affidavits;
 - (j) the adjudicating officer shall have the power to examine and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry and in taking such evidence, the adjudicating officer shall not be bound to observe the provisions of the Indian Evidence Act, 1973 (19 of 1973);
 - (k) On the date so fixed, the adjudicating officer upon consideration of the evidence produced before it and other records and submissions is satisfied that:
 - (i) the respondent is not liable to pay any compensation, the adjudicating officer may, by order in writing, make payment of such compensation as deemed fit by the respondent to the complainant; or
 - (ii) the respondent is not liable to pay any compensation, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;

- (4) 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 matter in the absence of such person or persons and to render his decision thereon.
- (5) The time limit for disposal of the case prescribed in sub-section (3) of Section 71 shall be calculated from the date of transfer of the case by the Authority to the adjudicating officer.

25. Recovery of interest, penalty and compensation.—Subject to the provisions of sub-section (1) of section 49, the interests of the tenants and the interest, penalty or compensation shall be recovered as arrears of land revenue shall be carried out in the manner provided in these rules.

26. Manner of implementation of order, direction or decision of the adjudicating officer, the Authority or the Appellate Tribunal.—For the purpose of sub-section (1) of section 49, every order passed by the adjudicating officer, Regulatory Authority or Appellate Tribunal, as the case may be, under the Act or these or Regulations made thereunder, shall be enforced by the adjudicating officer, Regulatory Authority or the Appellate Tribunal in the same manner as if a writ or 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 enforce the order or such order as the Principal Civil Court to enforce such order, either within the local limits of jurisdiction to make a writ or to issue a process in the Principal Civil Court within the local limits of venue, unaided the person against whom the order is being enforced, wholly and exclusively for the purpose of enforcing such order.

CHAPTER VII

REAL ESTATE APPELLATE TRIBUNAL

27. Selection of Members of the Appellate Tribunal.—(1) As and when vacancies of the Chairperson or Members of the Appellate Tribunal exist or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled. The Secretariat of the Selection Committee shall be the office of Commissioner, Urban Amenities and Development, Madhya Pradesh, Bhopal.

- (2) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Appellate Tribunal, allow such a person as it deems fit.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of forty five days from the date of reference made under sub-rule (1).
- (5) The State Government shall within fifteen days from the date of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee leaving the vacancy of the Member.

28. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal.—(1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be the following, namely:

- (a) The Chairperson shall be paid a monthly salary equivalent to the net drawn salary he would receive, as a Judge of the High Court.
- (b) The full-time Members shall be paid a monthly salary equivalent to the net drawn salary at the post held by such a person, prior to his appointment as a Member of the Appellate Tribunal;
- (c) A full-time Member, who is not a servant of the Government, shall be paid a monthly salary equivalent to a Principal Secretary to the State Government.

Provided that if the Chairperson or a full-time Member at the time of his appointment is in receipt of a pension in respect of previous services rendered by him under the High Court of Madhya Pradesh as Chief Justice or Government of India, or under the government of a state, his salary in respect of the services as the Chairperson or the Member, as the case may be, shall be calculated on the unearned pension including any portion of pension which was terminal and hence an equivalent of a normal mode of retirement benefits including pension equivalent of retirement gratuity.

- (a) A part-time member shall be paid a sitting fee for each day he attends the meetings of the Authority as may be determined by the State Government from time to time and they shall not be entitled for house rent or other allowances.
- (b) The Chairperson and every Member of the Authority shall be entitled to thirty days of earned leave for every year of service.
- (c) The other allowances and conditions of service of the Chairperson and the full-time Member shall be as per notified conditions for the State Government from time to time.

31. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal:— (1) The conditions of service of the officers and employees of the Tribunal and any other category of employees in the matter of posts, increments, leave, joining time, joining time pay, age of superannuation shall be regulated in accordance with such rules and regulations as are amended from time to time which are applicable to officers and employees of the State Government and the corresponding scales of pay drawn by them.

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

32. Administrative powers of the Chairperson of the Appellate Tribunal:— The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions with regard to the following matters:-

- (a) matters pertaining to staff strength, scales and salaries structure, recruitment, promotion and personnel policies;
- (b) matters pertaining to creation and abolition of posts;
- (c) matters pertaining to appointments, promotions and confirmation for all posts;
- (d) acceptance or resignations by any Member, officer or employee offering against vacant posts;
- (e) mobilisation of staff to be undertaken by any Member, officer or employee;
- (f) matters in relation to reimbursement of medical claims;
- (g) matters in relation to grant or rejection of leaves;
- (h) permission for hiring of vehicles for official use;
- (i) permission for spending on camps, conferences and training courses;
- (j) permission for invitation of guests to carry out training course;
- (k) matters pertaining to staff welfare expenses;
- (l) sanctioning or right-off of capital assets which are exhausted wear and tear, have become unusable or are considered beyond economical repairs;
- (m) matters relating to disciplinary action against any Member, officer or Government servant of the Tribunal.

33. Filing Appeal and the fees payable:— (1) Every appeal filed under subsection (1) of section 45 shall be accompanied by payment in the manner prescribed of a fee of Rupees Five thousand.

- (2) Every appeal shall be filed as per Form 'A' along with the following documents, namely:—
 - (a) a self attested true copy of the order against which the appeal is filed;

(2) Copies of the documents referred upon by the appellants and referred to in the appeal shall form an index of the documents.

(3) Where a party to an appeal is represented by an authorized person as per the provisions of clause 56, written authorization in Form 20 and the written consent clause by such authorized person, both in original, shall be appended to the appeal or the reply in the course of the appeal, as the case may be.

(4) On the date of hearing or other date in which the hearing may be adjourned, it shall be obligatory for the parties or their authorized agent to appear before the Tribunal.

Provided that when, either of the parties fails to appear before the Tribunal, it may, in case of the absence of the appellants claim or the appeal, or either, make decide the appeal ex parte.

(5) The procedure for day to day functioning of the Tribunal, which may not have been specified in the Act or in Rules, shall be as specified by the Appellate Tribunal.

36. **Additional powers of the Appellate Tribunal:-** (1) In addition to the powers specified in sub-section (4) of section 51, the Tribunal shall exercise the following additional powers, namely:

(a) requiring the persons, officers or Real Estate Agents to furnish in writing such information or explanation or produce such documents within such reasonable time as it may deem necessary;

(b) requiring, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1972 (1 of 1972), any public record or document or copy of such record or document from any office.

(2) The Tribunal may call upon such classes of consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist it in the conduct of any inquiry or proceedings.

37. **Inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal:-** (1) In the event of the State Government receiving reports or complaints of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 29 or clause (a) or Member of the Authority or under sub-section (1) of section 30 in case of the Chairperson or a Member of the Appellate Tribunal, or receipt of a complaint in this regard or submission to the effect may be, the State Government shall make a preliminary inquiry with respect to such charges.

(2) On preliminary scrutiny and after obtaining the comments of the concerned Chairperson or Member of the State Government involved, but the case is a prima facie case for further investigation of the allegation, it shall place the complaint, together with supporting material so may be available, before a Judge of the High Court.

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

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

(b) essential documents relevant to the inquiry.

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

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

(6) After the completion of the investigation, the Judge shall submit his report to the State Government stating the facts, his findings and the reasons therefor in each of the articles or charges separately with such observations as he may deem fit to make.

- 17) The Judge of the State Government shall in consultation with the Chief Justice of the High Court decide in either sense or may empower the Prosecutors or Member of the Authority or Appellate Tribunal as the case may be.

CHAPTER VIII

OFFENCES AND PENALTIES

26) Terms and conditions and the fine payable for commissioning of offences.

- (1) The authority may for the purposes of commissioning any offence specified under section 25 accept a sum of money as specified in the table below:

Offence	Money to be paid for commissioning the offence
Imprisonment under sub Section (2) of section 24	10% of the estimated cost of the Real Estate Project
Imprisonment under Section 64	10% of the estimated cost of the Real Estate Project
Imprisonment under Section 66	10% of the estimated cost of the post appointment of built up as the case may be, of the Real Estate Project, for which the sale or purchase has been facilitated
Imprisonment under section 68	10% of the estimated cost of the post appointment of built up as the case may be provided that the State Government may by notification in the official gazette, amend the rate specified in the table above, from time to time

- (2) The commissioning of the sum of money for commissioning an offence in accordance with the table above by the Court shall be deemed to be an equivalent within the meaning of section 200 of the Code of Criminal Procedure, 1973, 2 of 1974, and no payment of the sum of money in accordance with the table above, 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 in respect of the same offence.

Provided that he complies with the orders of the Authority or an Appellate Tribunal within the period specified by the court, which shall not be more than thirty days from the date of commissioning of the offence.

CHAPTER IX

BUDGET AND REPORT

27) **Budget, Accounts and Audit.**—The Authority shall prepare a budget at the start of each financial year, maintain proper accounts and other relevant records and prepare an annual statement of accounts in Form O. The accounts shall be got audited.

28) **Report and Returns.**—The Authority shall prepare an annual report in Form P, which, after adoption in a meeting of the Authority, shall be submitted to the State Government within a period of six months following the close of the financial year for which it has been prepared.

CHAPTER X

MISCELLANEOUS

29) **Power to remove difficulties.** If any difficulty arises in the interpretation of these rules, the same shall be referred to the State Government and its decision thereon shall be final.

30) **Repeal and savings.**—(1) As from the date of coming into force, the Madhya Pradesh Real Estate (Regulation and Development) Rules, 2016, in as much as they relate to:

(a) Anything done in any case or cases under rules so repealed shall be deemed to have been done or taken under the corresponding provisions of these rules.

ANNEXURE 'A'
(Section 9)

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ___ (th) day of ___ (Month), 20__.

By and Between

(If the purchaser is a company)

_____, (CIN No. _____), a company incorporated under the provisions of the Companies Act, 1956 (No. 1 of 1956) or 2013 (No. 18 of 2013) as the case may be having its registered office at _____ and its corporate office at _____ (PAN - _____) represented by its authorized signatory _____ (Author No. _____) pursuant to its board resolution dated _____ hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

[OR]

(If the purchaser is a Partnership / FOP)

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Act No. 5 of 1932) having its principal place of business at _____ (PAN No. _____) represented by its authorized Partner _____ (Author No. _____) hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and its assigns).

[OR]

(If the purchaser is an individual)

Mr./Ms. _____ (Author No. _____) Son / Daughter of _____ residing at _____ (PAN No. _____) hereinafter referred to as the "Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

(If the Seller is a company)

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, 1956 (No. 1 of 1956) or 2013 (No. 18 of 2013) as the case may be having its registered office at _____ (PAN - _____) represented by its authorized signatory, _____ (Author No. _____) duly authorized with resolution of the Board dated _____ hereinafter referred to as the "Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest and permitted assigns).

[OR]

(If the Seller is a Partnership)

_____, a partnership firm registered under the Indian Partnership Act, 1932 (Act No. 5 of 1932) having its principal place of business at _____ (PAN No. _____) represented by its authorized partner, _____ (Author No. _____) hereinafter referred to as the "Seller" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and its assigns).

[68]

[If the Affected is an Individual]

Mr / Ms _____ (Holder No. _____) Son / Daughter of _____, (Aged about _____ residing at _____, (PAN _____) hereinafter called the "Affected" (which expression shall unless repugnant to the context or meaning thereof deemed to mean and include its heirs, executors, administrators, successors-in-interest and permitted assigns)

[69]

[If the Affected is a HUF]

Mr _____ (Holder No. _____) Son of _____ Aged about _____ for self and as the Karta of the Hindu Undivided Family known as _____ HUF, having its place of business / residence at _____, (PAN _____) hereinafter referred to as the "Affected" (which expression shall unless repugnant to the context or meaning thereof deemed to mean and the members or members for the time being of the said HUF and their respective heirs, executors, administrators and permitted assigns)

(Please insert details of other address, in case of more than one address)

The Promoter and Affected shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

Notes:

For the purpose of this Agreement for Sale, unless the context otherwise requires:

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (No. 16 of 2016);
- (b) "Appropriate Government" means the Government;
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 (No. 16 of 2016);
- (e) "Section" means a section of the Act.

WARRANTS

a. The Promoter is the absolute and lawful owner of [Kharid No./ Survey No.] (Please insert final details as per land title) _____ totally measuring _____ square meters situated at _____ in Tehsil and District _____ (Plot No./) vide sale deed(s) dated _____ registered as documents No. _____ at the office of the Sub-Registrar _____.

[OR]
 _____ (Owner) is the absolute and lawful owner of [Kharid No./ Survey No.] (Please insert final details as per land title) _____ totally measuring _____ square meters situated at _____ in Tehsil and District _____ (Plot No./) vide sale deed(s) dated _____ registered as documents No. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a collaboration / development / joint development agreement(s) _____ registered as documents No. _____ at the office of the Sub-Registrar.

b. The said land is earmarked for the purpose of building a commercial/ residential/ other purpose project comprising _____ individual apartment buildings and _____ other components of the Project and the said project shall be known as '_____'. (Name of the Project)

[69]

The said land is earmarked for the purpose of joint development of a commercial/residential/ other purpose project comprising _____ plots and _____ other components of the Project and the said plots shall be known as '_____'. (Name of the Project)

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

4. The Promoter is fully conversant/knowledgeable into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
5. The _____ (Please insert the name of the concerned competent authority) has granted the commencement certificate to develop the Project vide approval dated _____ hearing registration No. _____.
6. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from _____ (Please insert the name of the concerned competent authority). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
7. The Promoter has registered the Project under the provisions of the Act with the _____ (Name of Union Territory) Real Estate Regulatory Authority at _____ on _____ under registration No. _____.
8. The Allottee had applied for an apartment in the Project vide application No. _____ dated _____ and has been allotted apartment No. _____ having carpet area of _____ sqm. flat type _____ on _____ floor in (un-achhok/buiding) No. _____ ("Building") along with garage/covered parking No. _____ measuring _____ square feet in the _____ (Please insert the location of the garage/covered parking), as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "apartment" more particularly described at Schedule A and the floor plan of the apartment is enclosed hereto and marked as Schedule B).

[OR]

The Allottee had applied for a plot in the Project vide application No. _____ dated _____ and has been allotted plot No. _____ having area of _____ sqm. flat and plot for garage/covered parking measuring _____ square feet (if applicable) in the _____ (Please insert the location of the garage/covered parking), as permissible under the applicable law and of pro rata share in the common areas as defined under clause (n) of section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A).

9. The Parties have gone through all the terms and conditions set out in this Agreement and undertaken the mutual rights and obligations detailed herein.
10. _____ (Please enter any additional disclosures/clarifications)
11. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
12. The Parties, relying on the confirmations, representations and assurances of each other to truthfully state by all the terms, conditions and stipulations contained in this Agreement and all applicable laws are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
13. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment/Plot) and the garage/covered parking (if applicable) as specified at para 8 supra.

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

1. TERMS:-

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

1.2 The Total Price for the (Apartment/Plot) located in the carpet area is Rs. _____ (Rupees _____ only) ("Total Price") (Give backup and description)

Block/Building/Tower No. _____ Apartment No. _____, Type _____ Place _____	Rate of Agreement per square feet*
Total price (In Rupees) _____	

Note: The Promoter shall provide break up of the amounts such as cost of apartment, cost of exclusive balcony or veranda area, cost of exclusive open terrace area, proportional cost of common area, preferential treatment charges, taxes, maintenance charges as per para 11 etc. if applicable.
AND (if applicable)

Charge/Covered parking - 1 _____	Price for 1 _____
Charge/Covered parking - 2 _____	Price for 2 _____
Total price (In Rupees) _____	

Plot No. _____ Type _____	Rate of Plot per square feet*
Total price (In Rupees) _____	

Note: Provide break up of the amounts such as cost of plot, proportional cost of common area, taxes, maintenance charges as per para 11 etc. if applicable.
AND (if applicable)

Charge/Covered parking - 1 _____	Price for 1 _____
Charge/Covered parking - 2 _____	Price for 2 _____
Total price (In Rupees) _____	

Explanation:

(i) The total price above includes the handing amount paid by the allottee to the Promoter towards the (Apartment/Plot)

(ii) The total price above includes taxes (including of the land or property) by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied in connection with the construction of the Project payable by the Promoter, by respective time schedule up to the date of handing over the possession of the apartment/plot to the allottee and the project to the satisfaction of all dues to the concerned authorities to the allottee by after obtaining the completion certificate.

Provided that in case there is any change / modification in the scope, the subsequent amount payable by the allottee to the promoter shall be revised/adjusted based on such change / modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the tax amount of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

10. The Promoter shall periodically increase in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the month specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the Authorities' notifications together with dates from which such taxes/levies are liable to be imposed or become effective.

11. The Total Price of the apartment/flat includes necessary cost of land, construction of flat (not the Apartment) but also; the Government/State financial development charges, external development charges, taxes, cost of providing electric supply, sewerage, connections to the apartment, fire water lines and plumbing, fittings with paint, flooring, tiles, doors, windows, fire detection and fire-fighting equipment in fire condition, water maintenance charges as per per cent etc. and includes cost for providing all other facilities, amenities and specifications as be provided within the Apartment/Flat and the Project.

12. The Total Price is calculation-free) and will accept no case where the Allottee/ Buyer agrees to pay due or increase in amount of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while paying a demand on the Allottee for increase in development charges, such charges imposed by the competent authorities, the Promoter shall attach the said notification/notifications to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new increase or increase in any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the tax amount of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

13. The Allottee(s) shall make the payment, as per the payment plan set out in Schedule C ("Payment Plan").

The Promoter may allow, in its sole discretion, a rebate on early payments of installments payable by the Allottee by discounting such early payments by _____% per annum for the period by which the requisite installment has been prepared. The provision for allowing rebate and such rate of rebate shall not be subject to any ceiling/limitation and shall be available to an Allottee by the Promoter.

14. It is agreed that the Promoter shall not make any additions and alterations in the associated plans, floor plans and specifications and the nature of fixtures, fittings and amenities described therein at schedule "D" and Schedule "E" (which shall be in conformity with the above mentioned programs etc., or the plans of which sale is effected) in respect of the apartment/plot or building, in the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

15. **Completion of work of an apartment:** The Promoter shall continue to the final carpet area that has been allowed to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by finishing details of the carpet, if any, in the apartment. The net price payable for the carpet area shall be calculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within fifty-five days with interest thereon in the rate prescribed in the Rule from the date when such an excess area is paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allowed to Allottee, the Promoter may deduct that from the Allottee as per the provisions of the Payment Plan as provided in Schedule C. All other necessary adjustments shall be made at the same rate per square feet as suggested in para 1.2 to the Agreement.

16. Subject to para 5.3, the Promoter agrees and acknowledges the Allottee shall have the right to the Apartment/Flat, as mentioned below, namely:-

- (ii) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (iii) The Allottee shall also have undivided common rights over the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the allottees / allottees after only obtaining the completion certificate from the competent authority as provided in the Act;
- (iv) That the computation of the price of Apartment/Plot includes currency of price of land, construction of not only the Allottee but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity in the apartment, lift, water lift and plumbing, finishing with paint, marble- tile, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
- (v) The Allottee has the right to start the project and to secure the consent of developers of the project and his apartment/Plot, as the case may be.
- 1.1 It is more clear by the Promoter and the Allottee agree that the [Apartment/Plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or work and shall not form a part of another linked development with any other project or a vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.2 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottees, for the payment of outgoings (including land rent, ground rent, municipal or other local taxes, charges for water or electricity, and insurance charges, including mortgage loan and interest on mortgage or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project), if the Promoter fails to pay up all or any of the outgoings collected by it from the Allottees or the Allottee by mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, as the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.3 The Allottee has paid a sum of Rs. _____ (Rupees _____) only as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application (the receipt of which the Promoter hereby acknowledges) and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan Schedule C. This may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.
- 1.4 **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter allowing by the construction milestones, the Allottee shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan Schedule C through A/c Passes or cash/cheque/draft/bankers cheque or online payment (as applicable) in favour of _____ (Payable to _____).
- 1.5 **COMPLIANCE OF LAWS RELATING TO EXCHANGE:**
- 1.6 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (42 of 1999), Reserve Bank of India Act, 1948 (18 of 1948) and the Rules and Regulations made thereunder or any statutory amendments/modification made thereof and all other applicable laws including that of compliance of payment acquisition certificate of immovable properties in India and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under the Agreement. Any refund/transfer of amounts if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 (42 of 1999) or the statutory amendments or amendments thereof and the Rules and Regulations to the Reserve Bank of

- India or any other applicable law. The Allottee understands and agrees that, in the event of any failure or omission per to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 (42 of 1999) or other laws applicable, as amended from time to time.
- 5.2 The Promoter accepts no responsibility in regard to matters specified in para 1.1. above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to inform the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/authorizes on behalf of any Allottee and such third party shall not have any right in the application/allotment or the sale agreement applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.
6. **WARRANTY/APPROPRIATION OF PAYMENTS:-** The Allottee authorizes the Promoter to alienate/sell/assign all payments made by him under any bond of dues against formal outstanding of the allottee against the Apartment/Plot if any, in his name and the Allottee undertakes not to object/demand/interfere the Promoter to adjust his payments in any manner.
7. **TITLE IS RESERVE:-** The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment/Plot to the Allottee and the promoter shall be bound to the retention of allottee or his competent authority, as the case may be.
8. **COMPLETION OF THE PROJECT/ APARTMENT/ PLOT:-** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the (Apartment/Plot) and approved the floor plan, ground plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority or represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plan, floor plan and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, rules and statutory norms and provisions prescribed by the _____ (State Govt. or Authority Govt. (Govt.) and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act and branch of this law by the Promoter that constitutes a material breach of the Agreement.
9. **POSSESSION OF THE APARTMENT/ PLOT:-**
- 9.1 **Schedule for possession of the said (Apartment/Plot):** - The Promoter agrees and undertakes the timely delivery of possession of the Apartment/Plot to the allottee and the common areas to the satisfaction of allottee or the competent authority, as the case may be, in the event of the Agreement. The Promoter warrants that he has possession of the (Apartment/Plot) along with ready and complete ground plans with all specifications, amenities and facilities of the project in place on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by events affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the (Apartment/Plot) provided that such Force Majeure conditions are one of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then his allotment shall come terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date. The promoter shall inform the Allottee about such termination of the project thirty days prior to such termination. After the end of the money paid by the Allottee, the Allottee agrees that he shall not have any further claims or equities against Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 9.2 **Procedure for taking possession:** - The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the (Apartment/Plot) to the Allottee in terms of this Agreement to be taken within _____ months from the date of issue of occupancy certificate.

Provided that in the absence of local law, the contractor shall in favour of the allottee shall be carried out by the promoter within 2 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to inform the Allottee in case of failure of fulfillment of any of the conditions, terms, etc. documentation as part of the Promoter. The Allottee, after taking possession, undertakes to pay the maintenance charges as determined by the Promoter as per sum of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of completion of the same.

7.3. Failure of Allottee to take Possession of (Apartment/Plot) - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the (Apartment/Plot) from the Promoter by executing necessary indemnities, acknowledgments and such other documentation as provided in this Agreement and the Promoter shall give possession of the (Apartment/Plot) to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the (Apartment/Plot) to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans including contour maps, to the satisfaction of Allottee or the competent authority, as the case may be, as per the local laws.

Provided that in the absence of any local law, the promoter shall handover the necessary documents and plans, including contour maps to the satisfaction of allottees or the competent authority, as the case may be, within the 10 days after obtaining the completion certificate.

7.5. Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee purports to cancel/withdraw from the project without any fault of the promoter, the promoter herein shall be entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6. Compensation - The Promoter shall compensate the Allottee in case of any loss earned to him due to defective title of the land on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the (Apartment/Plot) by its accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 or ceases to discontinue of his business as a developer or pursuant of amendment or revocation of the legislation under the Act or for any other reason, the Promoter shall be liable on demand to the allottee. In case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available to him, the total amount received by him in respect of the (Apartment/Plot) with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of a happening date.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over to the possession of the (Apartment/Plot) which shall be paid by the promoter to the allottee within forty-five days of its becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has the name, clear and marketable title with respect to the said land and the equitable 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 part of the Project, in case there are any encumbrances on the land besides details of such encumbrances including any rights, title, interest and name of party in or over such land;

- (92) There are no litigations pending before any Court of law or Authority with respect to the said land, Project or the (Apartment/Plot).
- (93) All approvals, licenses and permits issued by the competent authorities with respect to the Project, the said land and (Apartment/Plot) are valid and subsisting and have been obtained by following the process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project.
- (94) The Promoter has the right to enter into said Agreement and has not contracted or undertaken to perform any act or thing which the right, title and interest of the Allottee created herein, may practically be affected.
- (95) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the said land, including the Project and the said (Apartment/Plot) which shall, in any manner, affect the rights of Allottee under this Agreement.
- (96) The Promoter confirms that the Promoter is not engaged in any manner whatsoever from selling the said (Apartment/Plot) to the Allottee in the manner contemplated in the Agreement.
- (97) At the time of execution of the conveyance deed the Promoter shall handover to the Allottee, vacant, peaceful, physical possession of the (Apartment/Plot) to the Allottee and the same shall be to the satisfaction of allottee or the competent authority, as the case may be.
- (98) The Schedule Property is not the subject matter of any E.O.I and that no person or firm or owner by any means whatsoever has any right, title and claim over the Schedule Property.
- (99) The Promoter has this joint and shall continue to pay and discharge all governmental dues, taxes, charges and cesses and other levies, taxes, impositions, premiums, damages and/or penalties and other outgoings whatsoever, payable with respect to the said project or the competent authorities if the construction certificate has been issued and possession of schedule property or building, as the case may be, along with suitable access (equipped with all the specifications, materials and fixtures) has been handed over to the allottee and the satisfaction of allottee or the competent authority, as the case may be.
- (100) No orders from the Government or any other authority or authority of any legislative enactment, Government ordinance, order, notification (including any order for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land or the Project.

2. EVENTS OF DEFAULTS AND CONSEQUENCES

2.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events, namely:-

- (i) Promoter fails to provide ready to move in possession of the (Apartment/Plot) to the Allottee within the time period specified in para 1.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed to between the parties and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuation or the Promoter's business as a developer or cessation or suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- (iii) In case of Default by Promoter under the time time fixed above Allottee is entitled to the following benefits, namely:
 - (a) Stop making further payments to Promoter as demanded by the Promoter, if the Allottee stops making payments the Promoter shall cover the situation by completing the construction milestones and any interest for the Allottee be required to make the next payments without any interest, or
 - (b) The Allottee shall have the option of maintaining the Agreement in which case the Promoter shall be liable to refund the entire amount paid by the Allottee under any such milestone

conveys the purchase of the apartment, shall, with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or renounce the Agreement, he shall be paid, by the promoter on demand at the rate prescribed in the Rules for every month of delay till the expiry date of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

10. The Allottee shall be considered under a condition of Default on the occurrence of the following events, namely:-

(a) In case the Allottee fails to make payments for consecutive amounts made by the Promoter or per the Payment Memorandum issued, despite having been served notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules,

(b) in case of Default by Allottee under the condition later above mentioned for a period beyond _____ consecutive months after notice sent the Promoter in this regard, the Promoter may cancel the allotment of the (Apartment/Plot) in favour of the Allottee and refund the money paid in this by the allottee by deducting the pending amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall inform the allottee about such termination at least thirty days prior to the termination.

11. CONVEYANCE OF THE SAID APARTMENT:- The Promoter, on receipt of total price of the (Apartment/Plot) as per para 1-2 under the Agreement from the Allottee, shall execute a conveyance deed and transfer the title of the (Apartment/Plot) together with proprietorship rights in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the accepted certificate, as the case may be, to the allottee.

Provided that in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. However, in case, the Allottee fails to deposit the stamp duty or registration or both charges within the period mentioned in the notice, the Allottee shall bear the promoter in withheld registration of the conveyance deed in his favour by payment of stamp duty and registration charges to the promoter as made by the Allottee.

12. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PLOT:-

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

13. DEFECT LIABILITY:- It is agreed that in case any structural defect or any other defect in construction, quality or installation of services or any other obligations of the Promoter as per the specification for such building or such development is brought to the notice of the Promoter within a period of 3 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 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.

14. RIGHT TO ENTER THE APARTMENT/ PLOT/ PLOTS:-The Promoter/developer/ association of allottees shall have rights of unrestricted access of all Common Areas, passages and parking and public spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees for or maintenance agency to enter into the (Apartment/Plot) at any part thereof, after due notice and during the normal working hours, unless the circumstances are, for otherwise, with a view to or right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement and service areas, if any, as included within the _____ project name, shall be available for purposes such as parking spaces and services including but not limited to electric sub station,

transformer, T&I at various underground water tanks, pump rooms, maintenance and service rooms fire fighting pumps and equipment etc. and other permitted uses as per structural plans. The Allottee shall not be permitted to use the services above and the payments in any manner whatsoever, other than those enumerated as parking spaces, and the same shall be reserved for use by the provision of allottees invited by the Allottee for parking maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:-

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Floor] in his/her own cost, in good repair and condition and shall take all or suffice to be done something in or to the Building, or the [Apartment/Floor], or the common life, common passages, corridors, circulation areas, stairs or the compound which may be in violation of any laws or rules of any authority or change of plan or make addition to the [Apartment/Floor] and keep the [Apartment/Floor] in walls and conditions, system, drains, pipe and appliances therein or belonging therein in good and tenurable repair and maintain the same in a fit and proper condition and ensure that the support, character etc. of the Building is not in any way damaged or imperilled.

15.2 The Allottee further undertakes, reserves and guarantees that he/she would not put any sign-board / name-plate / neon light, publicity material or advertisement material etc. on the face / facade of the building, or anywhere on the exterior of the Project building therein or Common Areas. The Allottee shall not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Floor] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the external and bearing wall of the [Apartment/Floor].

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

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

The Parties entering into this Agreement for the allotment of a [Apartment/Floor] with the full knowledge of all laws, rules, bye laws, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter understands that there is right to make additions or to put up additional construction anywhere in the Project after the building plan, layout plan, site/fo plan and specifications, amenities and facilities are been approved by the competent authority(ies) and municipal, except for as provided in the Act.

18. PROHIBITION AGAINST NOT MORTGAGE OR CHARGE OR 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 appeal to take such [Apartment/Floor/Building].

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

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provisions of the _____ (Mortgage) Act, 1908 (hereinafter referred to as the _____ Act). The Promoter, viewing compliance of various provisions of the _____ (Mortgage) Act, 1908, is hereby notified to the Allottee that the project in its entirety is in accordance with the provisions of the _____ (Mortgage) Act, 1908.

20. BINDING DOCUMENTS:

Notwithstanding this Agreement is not binding on the Promoter does not create a binding obligation on the part of the Promoter or the Allottee and hereby, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the above referred concerned Sub-Registrar _____ (Specify

the address of the Sub-Registrar) as and when intimated by the Promoter to the Allottee) fails to execute and deliver to the Promoter the Agreement within 90 (ninety) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when demanded by the Promoter, then the Promoter shall exercise a lien on the Allottee for satisfying the default, which if exercised within 90 (ninety) 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 booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, agreement letter, correspondence, communications whether written or oral, if any between the Parties in regard to the present apartment/flat/building, as the case may be.

22. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising thereunder in respect of the (Apartment/Flat) and the amount shall equally be applicable on and enforceable against and to any subsequent allottees of the (Apartment/Flat), in case of a transfer, as the said obligations go along with the (Apartment/Flat) for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The Promoter may, in his sole opinion and discretion, decide to forego or to waive its rights as set out in this Agreement, where the breach by the Allottee is not involving payments as per the Payment Plan (Annexure C) including waiving the payment of interest for delayed payment. It is made clear and agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or hindrance on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce 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 hereunder to enforce such and every provision.

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

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE THEREOF REQUIRED TO BE PAID BY THE ALLOTTEES:** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in connection with other Allottees in regard, the same shall be the proportion which the carpet area of the (Apartment/Flat) bears to the total carpet area of all the (Apartment/Flats) in the Project.

27. **FURTHER ASSURANCES:** These Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the obligations and actions specifically provided for herein, as may be reasonably required in order to execute the provisions of this Agreement or of any instrument contemplated herein or to confirm or perfect any right or to avoid or to be sheltered therefrom or to avoid or to be a party to such litigation.

21. 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 in atleast other place which may be mutually agreed between the Promoter and the Allottee. In after the Agreement is duly executed by the Allottee and the Promoter or signatorily with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

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

Name of Allottee	
_____ (Allottee's)	
No. _____	Promoter name
_____ (Promoter Address)	

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

23. JOINT ADDRESSEES - That in case there are Joint Addressees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes be deemed as properly served on all the Allottees.

24. SAVINGS:- Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the apartment, plot or building, as the case may be prior to the execution and registration of this Agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and remedies of the allottee under the Agreement for sale or under the Act or the Rules or the Regulations made thereunder.

25. GOVERNING LAW:- The rights and obligations of the parties under or arising out of this Agreement shall be governed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

26. DISPUTE RESOLUTION:- All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the same thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the negotiating of the signatories under the Act (However upon any other laws and conditions to give the contractual enforceability between the parties however, please ensure that such additional laws and conditions are not in derogation of the provisions of the Act and the Rules and Regulations made thereunder.)

IN WITNESS WHEREOF parties hereto have read and signed their respective parts and signed this Agreement for sale at _____ (City/Town) on this _____ day of _____ 20____, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE PARTIES WITHIN NAMED:

ATTENTION (including, if any, agent):

(A) Signature _____ Name _____
 Address _____

(B) Signature _____ Name _____
 Address _____

Please affix photo of this and sign across the photograph.

Please affix photograph and sign across the photograph.

SENT TO AND DELIVERED BY THE WITHIN NAME:

Number: _____

(C) Signature (Authorized Signatory) _____ Name _____
 Address _____

Please affix photograph and sign across the photograph.

All _____ on _____ is the purchase of.

WITNESSES:

1. Signature _____
 Name _____
 Address _____

2. Signature _____
 Name _____
 Address _____

- SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE APARTMENT/PLUG AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
- SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT
- SCHEDULE 'C' - PAYMENT PLAN
- SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLUG)
- SCHEDULE 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The Schedule with this Agreement for sale shall be as agreed to between the Parties]

[If or when the certificate by whatever name called issued by the competent authority.]

FORM 'A'
[Schedule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To
The Madhya Pradesh Rural Estate Regulatory Authority
Room No. _____
Bhopal _____

I/We hereby apply for the grant of registration of my/our project named _____ to be set up at _____ locality, town, village, _____ District, Madhya Pradesh.

The requests particulars are as under:-

(i) Status of the applicant (individual / company / proprietorship firm / societies / partnership firm / governmental agency);

(ii) In case of individual -

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

In case of firm / societies / trust / companies / limited liability partnership / cooperative authority:

- (a) Name _____
- (b) Address _____
- (c) Copy of registration certificate _____
- (d) Main objects _____
- (e) Name, photograph and address of Chairman of the governing body / partner / directors etc. _____

(iii) PAN No. _____

(iv) Name and address of the bank or banker with which account in name of applicant (S/C/D) of the Rs. 500/- be maintained _____

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

(vi) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the amount spent on the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc. _____

(vii) Agency or firm or enterprise development works _____ Local Authority / Self Development.

(viii) Registered fee by way of a demand draft date _____ drawn on _____ bearing No. _____ for Rs. _____ of _____

Rspees (_____) in words (in accordance with clause (b) of sub-section (3) of section 17).

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

2. You enclose the following documents in triplicate, namely:-

- (i) Authenticated copy of the PAN Card of the promoter.
- (ii) Audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for the preceding financial years.

(iii) Copy of the legal instrument attesting the title of the promoter to the land on _____

which development is proposed to be developed along with legally valid documents with authentication of such title of such land is owned by another person.

(iv) The details of encumbrances on the land on which development is proposed including any rights, title, interest, or name of any party in or over such land along with details:

(a) 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 affecting the title of such owner on the land proposed to be developed,

(b) an authenticated copy of the approvals and commitments certificate from the competent authority obtained in accordance with the law, as may be applicable for the real estate project mentioned in the application and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commitments certificate from the competent authority for each of such phases;

(v) the sanctioned plan, layout plan and specifications of the proposed project as the same may be sanctioned and the whole project as sanctioned by the competent authority;

(vi) the sum of development works to be executed in the proposed project and the proposed facilities to be provided therein including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy.

(vii) the location details of the project with clear demarcation of land allotted for the project along with its boundaries including the latitude and longitude of the end points of the project;

(viii) particulars of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;

(ix) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah area and the exclusive open common area apartment with the apartment, if any;

(x) the number and area of garage for sale in the project;

(xi) the number of open parking areas available in the real estate project;

(xii) the names and addresses of the Agents, if any, for the proposed project;

(xiii) the names and addresses of the architects, structural engineer, if any, and other persons concerned with the development of the proposed project;

(xiv) a declaration in FORM - 104.

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

Date:

Place:

Yours faithfully,

(Signature and seal of the applicant/s)

FORM 'C'
[See rule 6(1)]

REGISTRATION CERTIFICATE OF PROJECT

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

_____ (Specify
Details of Project including the project address)

1. (In the case of an individual) Mr/Ms. _____ Son of
Mr/Ms. _____, Teltail _____ District _____
_____ State _____

OR

(In the case of a firm / society / company / competent authority) _____ Firm / Society /
Company / Competent Authority _____ having its registered office / principal place of
business at _____

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

(i) The Promoter shall enter into an agreement for sale with the allottees as provided in Form 'A'.

(ii) The Promoter shall execute and register a conveyance deed in favour of the allottee or the possession of the allottee, as the case may be, of the apartment or the unit in 60 days as per section 17.

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

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

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

(vi) The Promoter shall get control over the provisions of any other law for the time being in force in the area where the project is being developed.

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

Date: _____
Place: _____

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 173
[See rule 6(2), 7(4) and rule 8]

**INTIMATION OF
REJECTION OF APPLICATION FOR REGISTRATION OF PROPERTY /
REJECTION OF APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT /
RENOVATION OF REGISTRATION OF PROJECT**

To:

The Real Estate Regulatory Authority,

To

Application/Registration No.: _____ Dated: _____

You are hereby intimated that your application for registration of your project is rejected. OR
You are hereby informed that your application for extension of the registration of your project is rejected.
OR
You are hereby informed that the registration granted to your project is hereby revoked.
For the reasons set out _____

Place:
Date:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM-B
[Section 7(3)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From

To

The Real Estate Regulatory Authority,

Sir,

I/We hereby apply for extension of registration of the following project.

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

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

- (i) A demand Draft No. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as extension fee as provided under sub-rule (2) of rule 7.
- (ii) Authorised Plan of the project showing the stage of development work undertaken till date;
- (iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works at the project within the period declared in _____ the declaration submitted in Form-B at the time of making application for the _____ registration of the project _____.
- (iv) Authorised copy of the permission/approval from the competent authority which is valid for a period which is larger than the proposed term of extension of the registration sought from the Regulatory Authority;
- (v) The original project registration certificate.
- (vi) Any other information, as may be specified by regulations.

Place:

Dated:

Yours faithfully,

Signature and seal of the applicant

FORM 17
(See rule 7(4))

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROTECT

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

_____ regional
with the Regulatory Authority vide project registration number bearing No. _____
of _____

1. (In the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____, _____, District _____,
_____ State _____

OR

(In the case of a firm / society / company / partnership / proprietorship / trust) _____
_____ having its regional / geographical base of business at _____

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

(i) The Promoter shall execute and register a conveyance deed in favour of the allottee or the transferee of the allottee, as the case may be, of the apartment or the _____ amount Rs. _____ per square ft.

(ii) The Promoter shall deposit seventy percent of the amounts realized by the Promoter in a separate account to be maintained in a scheduled bank to cover the cost of _____ construction and the land cost to be realized only for that purpose as per sub-section (7) of clause (a) of sub-section (2) of section 4.

(iii) The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless renewed by the

(iv) This Regulatory Authority in accordance with section 6 of the Act read with rule 7 of the rules.

(v) The Promoter shall comply with the provisions of the Act, the rules and regulations made thereunder.

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

(vii) If the above mentioned conditions are not fulfilled by the Promoter, the Regulatory Authority may take necessary action against the Promoter including revoking the registration granted to him, as per the provisions of the Act, the rules and regulations made thereunder.

Dated: _____
Place: _____

Signature and seal of the Authorized Officer

Real Estate Regulatory Authority

FORM 18
(See rule 18(1))

APPLICATION FOR REGISTRATION OF AGENT

To
The Real Estate Regulatory Authority,

Sir,

I/we wish to apply for the grant of registration as an agent to handle the sale or purchase of any plot, apartment or building, as the case may be, in the above project registered in for _____ State Government) pursuant to the Act, the rules and regulations made thereunder.

1. (In the case of an individual) Mr./Ms. _____ son of
Mr./Ms. _____, _____, _____, _____
State _____, _____

(Or)

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

2. The requisite documents are given below, namely:-

(i) name of the applicant, whether individual / company / partnership firm / society / ownership firm / limited liability partnership;

(ii) in case of individual -

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

(Or)

(iii) in case of firm / society / company -

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

(iii) Income tax returns filed under the provisions of the Income Tax Act, 1961 (or of 1961) for three financial years preceding the application or to whom 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 shall be submitted,

(iv) particulars of registration including the bye-laws, memorandum of association, articles or constitution etc. as the case may be

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

(vi) details of registration in any other State or Union Territory

(vii) Any other information the applicant may like to furnish

3. The applicant shall submit the following documents along with, namely

- (i) Demand Draft No _____ dated _____ for a sum of _____
Rs. _____ in favour of _____, amount of _____
representing fee as per sub-rule (2) of rule 14
- (ii) Income Tax Returns for the last 3 years or declaration as the case may be.
- (iii) Authenticated copy of the PAN Card of the Applicant
- (iv) Authenticated copy of the registration in a State / Union Territory or _____ State / Territory, if applicable.

4. This authority officer will declare the documents given above as correct on your knowledge and belief.

Label
Place

Yours faithfully,
Signature and seal of the authority

FORMER H-45
[See rule 11(f)]

REGISTRATION CERTIFICATE OF AGENT

1. This registration is granted under section 9 of the Act with registration certificate bearing No. _____ of _____ (in the case of an individual) Mr/Ms. _____ son _____ of Mr/Ms. _____, _____ Tehsil _____ District _____ State _____.

OR

(in the case of a firm / society / company) _____ name of firm / society / company _____ having its registered office / principal place of business at _____ to act as an Agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the _____ State Government in terms of the Act, the rules and regulations made thereunder.

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

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

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

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

Dated: _____
 Place: _____

Signature and seal of the Authorized Officer
 Real Estate Regulatory Authority

FORM-4F
 [See rule 11(2), 12(4), 13]

**NOTIFICATION OF REJECTION OF APPLICATION FOR REGISTRATION OF AGENT /
 REJECTION OF APPLICATION FOR RENEWAL OF REGISTRATION OF AGENT /
 REVOCATION OF REGISTRATION OF AGENT**

From:

The Real Estate Regulatory Authority,

To:

Application / Registration No.: _____

Dated: _____

You are hereby informed that your application for registration as Agent is rejected.
 OR

You are hereby informed that your application for the renewal of the registration as Agent is rejected.
 OR

You are hereby informed that the registration granted to you as Agent is hereby revoked
 for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorized Officer
 Real Estate Regulatory Authority

FORM-1P
(§ 9(a)(1)(A))

APPLICATION FOR RENEWAL OF REGISTRATION OF AGENT

From

To

The Real Estate Regulatory Authority

RE:

Does your copy form contain any information relating to your agent's registration certificate bearing No. _____ which expires on _____

As required below submit the following documents and information, namely:-

(i) A Demand Draft No. _____ dated _____ for _____ in favour of _____ bearing _____ as a receipt for _____

(ii) The original registration certificate

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

(iv) In case of individual:-

- (i) Name
- (ii) Full Name
- (iii) Occupation
- (iv) Present Address
- (v) Photograph

OR

In case of firm/association/other parties

- (i) Name
- (ii) Address
- (iii) Copy of registration certificate
- (iv) Registration No.
- (v) Name, designations and address of partners/ directors

(vi) In case the Return of interest provisions of the Income Tax Act, 1961 (43 of 1961) for the financial year preceding the application or in case the applicant has completed filing returns under the provisions of the Income Tax Act, 1961 for 1961-62 or 1961-62 or any of the three years preceding the application, a declaration to such effect;

(vii) The return of registration including the bye laws, memorandum of association, articles of association etc. as accompanying fee.

(viii) A duly attested copy of the address proof of the place of business;

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

(x) Any other information as specified by Regulators.

(Signature)
Date

Regional Joint Registrar

FORM-12
(Section 12(4))

RENEWAL OF REGISTRATION OF AGENT

1. This renewal of registration is granted under section 9 of the Act in (in the case of an individual)

Name _____ son of _____
 Address _____ Distt _____
 State _____

Or

(In the case of a firm / society / company) _____ name of firm / society / company
 having its registered office/principal place of business at _____ in
 accordance to registration certificate bearing No. _____ of _____

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

- (i) The Agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, at a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;
- (ii) The Agent shall maintain and preserve such books of account, records and documents as provided under rule 4;
- (iii) The Agent shall not receive direct financial aid or patronage as specified under clause (e) of section 10;
- (iv) The Agent shall facilitate the possession of all documents, as the Authority is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
- (v) The Agent shall provide assistance to enable the Authorized Promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;
- (vi) The Agent shall comply with the provisions of the Act, the rules and regulations made there under;
- (vii) The Agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
- (viii) The Agent shall discharge such other functions, as may be specified by the regulatory authority by regulations;

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

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

Dated: _____
 Place: _____

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

FORM-12
(See rule 27(31))

FORM 12 IN APPELLATE TRIBUNAL
Appellate No. _____ of _____

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

For use of Appellate Tribunal's office

Date of filing: _____

Case to receive by name: _____

Registered No.: _____ Signature: _____

8 pages _____

IN MUNICIPAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between _____ (Appellants)

And _____ (Respondents)

Details of appeal:

1. Particulars of the appellants:

(i) Name of the appellants

(ii) Address of the existing office + residence of the appellants (iii) Address for service of all notices.

2. Particulars of the respondents:

(i) Name(s) of respondents

(ii) Office address of the respondents

(iii) Address for service of all notices

3. Jurisdiction of the Appellate Tribunal

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

4. Limitation

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

If the appeal is filed after the expiry of the limitation period specified in sub-section (2) of section 44

specify reasons for delay: _____

5. Facts of the case:

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

6. Relief(s) sought:

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

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

7. Interim order, if prayed for:

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

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

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

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

9. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 24:

- (i) Amount
- (ii) Name of the bank on which drawn
- (iii) Debit/credit number

10. List of enclosures:

- (i) An attested true copy of the order against which the appeal is filed
- (ii) Copies of the documents relied upon by the appellant and referred to in the appeal.
- (iii) An index of the documents

Verification

I _____ (name in full block letters) son / daughter of _____ the appellant do hereby verify that the contents of paragraphs (1 to 10) are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the appellant(s)

FIRMS-IMP
(Section 20(1))

COMPLAINT TO REGULATORY AUTHORITY

Consent under section 21 of the Act

For use of regulatory Authority(ies) office:

Date of filing: _____

Date of receipt by post: _____

Complaint No.: _____

Signature: _____

Registrar: _____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between
_____ Complainant(s)

And
_____ Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

(i) Name of the complainant:

(ii) Address of the existing office / residence of the complainant (iii) Address for service of all notices:

2. Particulars of the respondent(s):

(i) Name(s) of respondent:

(ii) Office address of the respondent.

(iii) Address for service of all notices:

3. Jurisdiction of the regulatory authority:

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

4. Facts of the case:

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

5. Relief(s) sought:

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

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

6. Interim order, if prayed for:

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

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

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

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

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

- (i) Amount
- (ii) Name of the bank on which drawn
- (iii) Demand draft number

9. List of enclosures:

[Specify the details of enclosures with the complaint]

Verification

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

Place:

Date:

Signature of the complainant(s)

FORM NO.

[See rule 37]

ANNUAL STATEMENT OF ACCOUNTS
Receipts and Payments Account for the year ended _____

Sl. No.	Receipts	Current Year	Previous Year	Code	Payments	(In Rupees)	
						Current year Actual	Previous year Actual
1.	To Balance brought over			13	By Government and Municipalities		
1.1.	To Bank			13.1	By Pay and Allowances		
1.2.	To Cash in hand			13.2	By Other benefits		
2.	To Fee, Charges and Fines			13.3	By Travelling expenses		
2.1.	To Fees			13.3.1.	By Increases		
2.2.	To Charges			13.3.2.	By Domestic		
2.3.	To Fines			13.3.3.	By Officers		
2.4.	To Others (specify)			13.3.4.	By Pay and Allowances		
3.	To Grants			13.4	By Government benefits		
3.1.	To Advance from Government			13.4.1	By Other benefits		
3.2.	To Others (specify)			13.4.2	By Travelling expenses		
4.	To Gifts			14.1	By Officers		
5.	To Seminars and conferences			14.2	By Domestic		
6.	To Sale of Publications			14.3	By Staff		
7.	To Insurance investments and Deposits			15.1	By Pay and Allowances		
7.1.	To Insurance investments			15.1.1	By Retirement benefits		
7.2.	To Insurance Deposits			15.1.2	By Other benefits		
8.	To Loans			15.2	By Travelling expenses		
8.1.	To Government			15.2.1	By Officers		
8.2.	To Others (specify)			15.2.2	By Domestic		
9.	To Sale of Assets			16.	By Financial Commission		
10.	To Sale of Investments			17.	By Vapex		
	To Interest on fixed pay bills			18.	By Govt. Sec.		
				19.	By House Rent		

				20.	By Office office expenses	
				21.	By Expenditure of Research	
				22.	By Consultation expenses	
				23.	By Seminars and conferences	
				24.	By Publications of Annals	
				25.	By Rent and Fees	
				26.	By Interest on Loans	
				27.	By Promotional Expenses	
				28.	By Membership fee	
				29.	By Subscription	
				30.	By Purchase of Fixed Assets (net of)	
				31.	By Investments and Deposits	
				31.1	By Investments	
				31.2	By Deposits	
				32.	By Security Deposits	
				33.	By Loans and Advances to:	
				33.1	By Employees	
				33.1.1.	By sleeping interest	
				33.1.2.	By Non sleeping interest	
				33.2.	By Suppliers/contractors	
				33.3.	By others (specify)	
				34.	By Repayment of loan	
				35.	By Other:	
				35.1.	By Lease Salary and Pension	
				35.2.	Contribution	
				36.1.	By Audit fee	
				36.2.	By Misc:	
				37.	By Balance carried down.	
				38.	By Bank	
				39.	By Cash in hand	
				Total		
				Total		

Member(s) (Signature):

Chairman (Signature)

Income and Expenditure Account

from 1st April

to 31st March

(In Rupees)

Adv. Code	Particulars	Cont. of Year As on	From → Year As on	Adv. Code	Particulars	Current Year As on	Previous Year As on
37.	To Comptroller and Members			61.	By Fee, Charges and Fine		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Owners			61.4.	By Others (Specific)		
37.3.2.	To Domestic			62.	By Grants		
38.	To Officers			62.1.	By account with Government		
38.1.	To Pay and Allowances			62.2.	By Others (Specific)		
38.2.	To Retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Surrender and Cont. Payments		
38.4.	To Travelling Expenses			65.	By Sale of Polytechnics		
38.4.1.	To Owners			66.	By Income on Investments and Deposits		
38.4.2.	To Domestic			66.1.	By Income on Investments		
39.	To Staff			66.2.	By Income on Deposits		
39.1.	To Pay and Allowances			66.3.	By Income on Loans and Advances		
39.2.	To Retirement Benefits			67.	By Miscellaneous Income		
39.3.	To Other Benefits			67.1.	By Gift or Sale of Assets		
39.4.	To Travelling Expenses			67.2.	By Income or expenditure over account		
39.4.1.	To Owners			67.3.	(Transferred to Capital Fund Account)		
39.4.2.	To Domestic						
40.	To Hire of Equipments						
41.	To Wages						
42.	To Depreciation						
43.	To Insurance						
44.	To Other office expenses						
45.	To expenditure on Research						

46	To Consultation expenses				
47	To Securities and exchanges				
48	To Expenditure of Real Estate Regulatory Authority				
49	To Rent and Taxes				
50	To Interest on loans				
51	To Branch/Head Office expenses				
52	To membership fee				
53	To Subscriptions				
54	To Other				
54.1	To Leave Salary and Pension				
54.2	Contribution				
54.3	To Audit fee				
54.4	To other				
55	To Depreciation				
56	To Loss on sale of assets				
57	To Bad Debts written off				
58	To Provision for bad & doubtful debts				
59	To excess of income over Expenditure				
60	(Transferred to capital Fund Account)				
	Total			Total	

Member(s) (Signature)

Chairman (Signature)

Balance Sheet as on 31st March

(In Rupees)

Acc Code	Liabilities	Current Year Assn	Previous Year Assn	Acc Code	Assets	Current Year Assn	Previous Year Assn
68	Funds			72	Fixed Assets		
68.1	Capital Fund			72.1	Gross Block at Cost		
68.2	Add Excess of Income over Expenditure less excess of Expenditure over Income			72.2	Less Cumulative depreciation		
68.3	Other Funds (Specify)			73	Net Block		
69	Reserves			74	Capital Work in progress		
70	Loans			75	Investments & Deposits		
70.1	Governmental			75.1	Investment		
70.2	Others			75.2	Deposits		
71	Current Liabilities and provisions			76	Loans and Advances		
				76.1	Account with Government		
				76.2	Bank		
				76.3	Others		
				77	Cash and Bank Balances		
				78	Other Current Assets		
	Total				Total		

Accounting Officer and Notes:

Member(s) (Signature):

Controller (Signature):

FORM 'P'
(See rule 38)

ANNUAL REPORT TO BE PREPARED BY REGULATORY AUTHORITY

I. Return on registration of promoters and Agents

A. In relation to Promoters

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

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

B. In relation to Agents

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

II. Return on number of cases filed before the regulatory authority and the adjudicating officer for settlement of disputes and arbitrations.

Sl. No.	No. of Cases pending in the last quarter by the regulatory authority	No. of Cases received during the quarter by the regulatory authority	No. of Cases disposed of by the regulatory authority

Sl. No.	No. of Cases pending in the last quarter with the adjudicating officer	No. of Cases received during the quarter by the adjudicating officer	No. of Cases disposed of by the adjudicating officer

18. Statement on the periodical survey conducted by the regulatory authority to monitor the compliance of the provisions of the Act by the promoters, allottees and Agents.

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

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

Sl. No.	Subject	Steps taken	Results achieved

20. Statements on penalty imposed by the regulatory authority for contraventions of the Act and directions of the regulatory authority and adjudicating officer.

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

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

Sl. No.	Name of the real estate agent	Details of the directions issued	Penalty imposed	Whether paid

By order and in the name of the Government of Madhya Pradesh
 C. K. SARDHAR, Dy. Secy.