

## Odisha Real Estate (Regulation and Development ) Rules,2017

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GOVERNMENT OF ODISHA

# **Odisha Real Estate (Regulation & Development) Rules, 2017**

**Housing & Urban Development Department,  
Government of Odisha**

# The Odisha Gazette

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## HOUSING & URBAN DEVELOPMENT DEPARTMENT

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NOTIFICATION

The 25th February, 2017

**S.R.O. No.76/2017**—In pursuance of Section 84 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the State Government do hereby makes the following rules, namely: —

### CHAPTER I PRELIMINARY

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

(2) They shall come into force on the date of their publication in the *Odisha Gazette*.

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "Annexure" means an annexure appended to these rules;
- (c) "Authenticated copy" shall mean a self-attested copy of any document required to be provided by any person under these rules;
- (d) "Form" means a Form appended to these rules;
- (e) "Government" means Government of Odisha
- (f) "Layout plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;
- (g) "Project land" means any piece or parcels of land on which the project is developed and constructed by a promoter; and
- (h) "section" means a section of the Act.

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

## **CHAPTER II**

### **REAL ESTATE PROJECT**

**3. Information and documents to be furnished by the promoter for registration of real estate project.**—(1) A promoter shall furnish the following information and documents, along with those specified in sub-section (2) of section 4 of the Act, for registration of the real estate project with the Authority, namely:-

- (a) authenticated copy of the PAN card of the promoter;
- (b) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors' report and income tax returns of the promoter for the immediately preceding three financial years;
- (c) the number of open parking areas and the number of covered parking areas available in the real estate project;
- (d) authenticated copy of the title deed reflecting the title of the promoter to the land on which development of project is proposed along with valid documents for chain of title with authentication of such title;
- (e) the details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of party in or over such land;
- (f) where the promoter is not the owner of the land on which development of project is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which project is proposed to be developed; and
- (g) name, photograph, contact details and address of the promoter if it is an individual and the name ,photograph, contact details and address of the chairman, partners, directors, as the case may be, and the authorised person in case of other entities.

(2) The application referred to in sub-section (1) of Section 4 of the Act shall be made in such Form, manner and within such time as specified by regulations.

(3) The promoter shall pay a registration fee as specified by regulations from time to time.

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

(5) In case the promoter applies for withdrawal of application for registration of the project before expiry of the period of thirty days provided under sub-section (1) of Section 5, of the Act registration fee to the extent of ten percent paid under sub-rule (3) above shall be retained as processing fee by the Authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

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

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

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

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

(4) In case of plotted development, the promoter shall disclose the area of the plot being sold to the allottees as per the layout plan.

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

**5. Grant or rejection of registration of the project.** —(1) Upon the registration of a project as per Section 5 read with rules 3 and 4, as the case may be, the Authority shall issue a registration certificate with a registration number in Form 'B' to the promoter.

(2) In case of rejection of the application as per Section 5, the Authority shall inform the applicant in Form 'C':

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

**6. Extension of registration of project.** —(1) The registration granted under section 5 of the Act, may be extended by the Authority, on an application made by the promoter in such Form and in such manner as specified by regulations, within three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft drawn on any scheduled bank or through online payment mode, as the case may be, for an amount as specified by regulations from time to time along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:

Provided that where the promoter applies for extension of registration of the project due to *force majeure*, he shall not be liable to pay any fee.

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

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

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

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

**8. Agreement for sale.** —(1)For the purpose of sub-section (2) of Section 13 of the Act, the agreement for sale shall be in the form as per *Annexure-A*.

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

### **CHAPTER III REAL ESTATE AGENT**

**9. Application for registration by the real estate agent.** —(1)Every real estate agent required to register as per sub-section (2) of Section 9 of the Act shall make an application in writing to the Authority in Form 'E', in triplicate, until the application procedure is made web based, along with the following documents, namely:—

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

(2) The real estate agent shall pay a registration fee as notified by the Government from time to time along with the application for registration byway of a demand draft drawn on any scheduled bank or through online payment, as the case may be.

**10. Grant of registration to the real estate agent.**—(1) On receipt of the application as per sub-section (2) of Section 9 read with rule 9, the Authority shall within a period of thirty days either grant registration to the real estate agent or reject the application, as the case may be:

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

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

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

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

**11. Renewal of registration of real estate agent.** —(1) The registration granted to a real estate agent under section 9 of the Act, may be renewed, on an application made by the real estate agent in Form 'H', in triplicate, until the application procedure is made web based, which shall not be less than three months prior to the expiry of the registration granted.

(2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank or through online payment, as the case may be, for a sum as notified by the Government from time to time.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (e) of sub-rule (1) of rule 9 at the time of application for renewal.

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

Provided that no application for renewal of registration shall be rejected, unless the applicant has been given an opportunity of being heard in the matter and to rectify the defects in the application within such time period as may be specified by it.

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

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

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

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

## **CHAPTER IV**

### **DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY**

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

(a) details of the promoter including the following, namely:—

(i) promoter or group profile,—

(A) a brief detail of his enterprise including its name, registered address, type of enterprise(proprietorship, limited liability partnership, society, partnership, company, competent authority)and the particulars of registration as such



- enterprise and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (whether as proprietorship, societies, limited liability partnership, partnership, company, competent authority);
- (B) background of promoter,- work experience of the promoter and in case of a newly incorporated or registered entity work experience of the chairman, directors, partners, as the case may be and that of the authorised persons of the parent entity;
- (C) name, address, contact details and photograph of the promoter in case of an individual and the name, address, contact details and photograph of the chairman, directors, partners, as the case may be and that of the authorised persons.
- (ii) track record of the promoter,-
- (A) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the State;
- (B) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in other States or Union territories;
- (C) number of completed projects and area constructed till date in the past five years including the status of the projects, delay in its completion, details of type of land and payments pending;
- (D) number of ongoing projects and proposed area to be constructed launched in the past five years including the status of the said projects, delay in its completion, details of type of land and payments pending;
- (E) details and profile of ongoing and completed projects for the last five years as provided under clause (b) of sub-section (2) of Section 4 of the Act.
- (iii) litigations,- Details of litigation in the past five years in relation to the real estate projects developed or being developed by the promoter.
- (iv) website,-
- (A) web link of the promoter or parent entity, as the case may be;
- (B) web link of the project;
- (b) details of the real estate project including the following, namely:—
- (i) advertisement and prospectus issued in regard to the project;
- (ii) compliance and registration,—
- (A) authenticated copy of the approvals and commencement certificate received from the competent authority as provided under clause (c) of sub-section (2) of section 4;
- (B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section(2) of section 4;
- (C) details of the registration granted by the Authority under the Act;
- (iii) apartment, plot and garage related details,-
- (A) details of the number, type and carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any, or details of the number, type and area of plots for sale in the project or both, as the case may be;
- (B) details of the number and area of garage for sale in the project;
- (C) details of the number of open parking areas and covered parking areas available in the real estate project;
- (iv) registered Agents,- names and addresses of real estate agents for the project.

- (v) consultants,- Details, including name and addresses, of contractors, architect, structural engineers and other persons concerned with the development of the real estate project such as—
  - (A) name and address of the person;
  - (B) names of promoters;
  - (C) year of establishment;
  - (D) names and profile of key projects completed;
- (vi) location,- the details of the location of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
- (vii) development Plan,—
  - (A) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc.;
  - (B) amenities:- a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, and any other facilities and amenities or public health services proposed to be provided in the project;
  - (C) gantt charts or milestone charts and project schedule:- the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof and the timelines to achieve the same;
  - (D) the stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity etc.
- (c) financial details of the promoter,-
  - (i) the authenticated copy of the PAN card of the promoter;
  - (ii) the annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors' report of the promoter for the immediately preceding three financial years and where annual report is not available then the audited profit and loss account, balance sheet, cash flow statement and the auditors' report of the promoter for the immediately preceding three financial years and in case of newly incorporated or registered entity such information shall be disclosed for the parent entity;
- (d) the promoter shall upload the following updates on the webpage for the project, within fifteen days from the expiry of each quarter, namely:-
  - (i) list of number and types of apartments or plots, booked;
  - (ii) list of number of garages booked;
  - (iii) status of the project,-
    - (A) status of construction of each building with photographs;
    - (B) status of construction of each floor with photographs;
    - (C) status of construction of internal infrastructure and common areas with photographs.
  - (iv) status of approvals,-
    - (A) approvals received;
    - (B) approvals applied and expected date of receipt;
    - (C) approvals to be applied and date planned for application;
    - (D) modifications, amendment or revisions, if any, issued by the competent authority with regard to any sanctioned plans, layout plans, specifications, license, permit or approval for the project;

(e) the details of approvals, permissions, clearances, legal documents,-

(i) approvals-

- (A) authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the Competent Authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases;
- (B) authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, survey numbers, cadastral numbers, khasra numbers and area of each parcels of the project land;
- (C) authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority and other specifications of the project;
- (D) floor plans for each tower and block including club house, amenities and common areas;
- (E) any other permission, approval, or license that may be required under applicable law including fire no-objection certificate, permission from water and sewerage department etc.;
- (F) authenticated copy of occupancy certificate and completion certificate including its application.

(ii) legal documents-

- (A) the details including the *pro forma* of the application form, allotment letter, agreement for sale and the conveyance deed;
- (B) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;
- (C) land title search report from an advocate having experience of at least ten years;
- (D) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land or non encumbrance certificate through an advocate having experience of at least ten years from the revenue authority not below the rank of tehshildar, as the case may be;
- (E) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
- (F) details of mortgage or charge, if any, created on the land and the project;

(f) Contact details- contact address, contact numbers and email-id of the promoter, authorised person and other officials related to the project.

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

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

- (a) For real estate agents registered with the Authority:—
- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
  - (ii) brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company etc.);
  - (iii) particulars of registration as proprietorship, societies, partnership, company etc. including the bye-laws, memorandum of association, articles of association etc. as the case may be;
  - (iv) name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;
  - (v) authenticated copy of the PAN card of the real estate agent;
  - (vi) authenticated copy of the address proof or the place of business and the contact address, contact numbers and email-id of the real estate agent and its other officials;
- (b) In case of applicants whose application for registration as a real estate agent have been rejected or real estate agents whose registration has been revoked by the Authority—
- (i) registration number and the period of validity of the registration of the real estate agent with the Authority;
  - (ii) brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company etc.);
  - (iii) name, address, contact details and photograph of the real estate agent if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;
- (c) such other documents or information as may be specified by the Act or the rules and regulations made hereunder.

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

## **CHAPTER V**

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

**16. Interest payable by promoter and allottee.**— The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two per cent:

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

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

## **CHAPTER VI**

### **REAL ESTATE REGULATORY AUTHORITY**

18. Manner of selection of Chairperson and other Members of the Authority.—

(1) As and when vacancies of Chairperson or any other Member in the Authority exist or arise, or are likely to arise, the Government may make a reference to the Selection Committee in respect of the vacancies to be filled as per provisions of Section 21.

(2) The Government shall expeditiously constitute a selection committee, as often as may be required, to select persons for appointment as Chairperson and Members.

(3) The Selection Committee shall consist of the following members, namely:—

- (a) Chief Justice of High Court of Orissa or his nominee shall be the Chairman;
- (b) Additional Chief Secretary or Principal Secretary or Secretary to Government, Department of Law shall be the member; and
- (c) Additional Chief Secretary or Principal Secretary or Secretary to Government, Housing & Urban Development Department shall be the Member and Convenor of the Selection Committee.

(4) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Authority, follow such procedure as deemed fit including the appointment of a Search Committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names for appointment as Chairperson or Member of the Authority.

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

(6) The Selection Committee shall make its recommendation to the Government within a period of not exceeding sixty days from the date of reference made under sub-rule (1).

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

**19. Salary and allowances payable and other terms and conditions of service of Chairperson and other Members of the Authority.—** (1) The salaries and allowances payable to the Chairperson and other Members of the Authority shall be as follows:—

- (a) the Chairperson of the Authority shall be paid a salary equivalent to that of the Chief Secretary of the State Government; and
- (b) the Members of the Authority shall be paid a salary equivalent to Principal Secretary of the State Government.

(2) **Dearness Allowance and City Compensatory Allowance:** The Chairperson or the Member of the Authority shall be entitled to receive Dearness Allowance and other allowances at the rate as are admissible to the Chief Secretary of the State Government or Principal Secretary of the State Government respectively:

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

(3) **Leave:** (a) The Chairperson or a Member shall be entitled to thirty days of earned leave for every completed year of service.

- (b) Leave sanctioning authority.- Leave sanctioning authority in case of,—

- (i) The Chairperson of the Authority, shall be the Minister-in-Charge of the Housing & Urban Development Department of the State Government; and
- (ii) The Members of the Authority, shall be the Chairperson

(4) **Other Allowances & Benefits:** The other allowances including travelling allowance, daily allowance, leave travel concession, medical facilities, conveyance facilities, accommodation, telephone facilities and other allowances shall be same as admissible to the Chief Secretary or the Principal Secretary to the State Government, as the case may be.

**20. Administrative powers of the Chairperson of the Authority.** — (1) Subject to the provisions of the Act, the administrative powers of the Chairperson of the Authority shall include making decisions with regard to the following:—

- (a) officiating against sanctioned posts;
- (b) authorisation of tours to be undertaken by any Member, officer or employee of the Authority within India;
- (c) matters in relation to reimbursement of medical claims;
- (d) matters in relation to grant or rejection of leaves;
- (e) nominations for attending seminars, conferences and training courses in India;
- (f) permission for invitation of guests to carry out training course;
- (g) matters pertaining to staff welfare expenses;
- (h) sanction or scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (i) matters relating to disciplinary action against any Member, officer or employee of the Authority.

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

**21. Salary and allowances payable to and the other terms and conditions of service of the officers and of the employees of the Authority.**— (1) The conditions of service of the officers and employees of the Authority in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay.

(2) The Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees.

**22. Categories of Officers and employees of the Authority.**— The nature and categories of officers and employees of the Authority shall be recommended by the Authority for consideration of the Government which shall be approved with or without modifications, as the case may be, by the Government.

**23. Conditions of Service.**— (1) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay;

Provided that the provisions of the **Odisha Civil Services (Classification, Control and Appeal) Rules, 1962** shall apply to the officers and employees of the Authority subject to modification specified in the schedule to these rules.

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

(3) The consultants or experts shall not be deemed to be regular members of the Staff borne on the establishment of the Authority. The consultants or experts may be appointed for tenure of one year, extendable on year to year basis.

(4) The term of the appointment of consultants or experts may be terminated by the Authority by serving one months' notice.

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

**24. Functioning of the Authority.—** (1) The office of the Authority shall be located at Bhubaneswar or at such place as may be determined by the Government by notification.

(2) The working days and office hours of the Authority shall be the same as that of the normal working days and office hours of the other offices of the Government.

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

(4) Every notice, order and direction of the Authority shall bear the seal of the Authority which shall be in custody with the person designated by the Chairperson.

(5) The Authority shall ordinarily have sittings at its headquarters and at such other places as the Chairperson may by general or special order specify.

**25. Additional powers of the Authority.—** (1) In addition to the powers specified in clause (iv) of sub-section (2) of Section 35, the Authority shall exercise the following additional powers,—

(a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;

(b) requisitioning, subject to the provisions of Sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.

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

(3) The Authority may in the interest of the allottees, inquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not,—

(a) withdrawn the said amounts from the account maintained under sub-clause (D) of clause (I) of sub-section(2) of Section 4 of the Act; or

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

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

**26. Recovery of interest, penalty and compensation. —** Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due such as interest, penalty or

compensation shall be recovered as arrears of land revenue in the manner provided under the Odisha Public Demands Recovery Act, 29162 (Odisha Act, 1 of 1963).

## **CHAPTER VII**

### **REAL ESTATE APPELLATE TRIBUNAL**

**27. Appeal and the fees payable.**— (1) Every appeal filed under sub-section (1) of section 44 of the Act shall be accompanied by a fees of five thousand rupees in the form of a demand draft drawn on a scheduled bank in favour of the Appellate Tribunal and payable at the branch of that Bank at the station where the seat of the said Appellate Tribunal is situated or through online payment, as the case may be.

(2) Every appeal shall be filed in Form 'J', in triplicate, until the application procedure is made web based, along with the following documents, namely:—

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

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

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

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

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

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

(7) The procedure for day to day functioning of the Appellate Tribunal, which have not been provided by the Act or the rules made thereunder, shall be as specified by the Appellate Tribunal.

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

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

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



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

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

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

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

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

(3) The other allowances and conditions of service of the Chairperson and the Member shall be as admissible to a Judge of High Court or Principal Secretary to Government, as the case may be.

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

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

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

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

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

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

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

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

(7) After receipt of the report under sub-rule (6), the Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.

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

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

**32. Categories of Officers and employees of the Appellate Tribunal.—** The nature and categories of officers and employees of the Tribunal shall be recommended by the Tribunal for consideration of the Government which shall be approved with or without modifications, as the case may be.

**33. Conditions of Service.—** The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the Government and drawing the corresponding scales of pay:

Provided that the provisions of the **Odisha Civil Services (Classification, Control and Appeal) Rules, 1962** shall apply to these officers and employees of the Appellate Tribunal subject to modification specified in the schedule to these rules.

**34. Additional powers of the Appellate Tribunal.—** (1) In addition to the powers specified in clause (g) of sub-section(4) of Section 53 of the Act, the Appellate Tribunal shall exercise the following additional powers,—

- (a) Require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary.
- (b) Requisitioning, subject to the provisions of Sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.

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

**35. Administrative powers of the Chairperson of the Appellate Tribunal.—** (1) The Chairperson of the Appellate Tribunal shall exercise the following administrative powers namely:—

- (a) Officiating against sanctioned posts.

- (b) Authorisation of tours to be undertaken by any Member, officer or employee: within India.
- (c) Matters in relation to reimbursement of medical claims.
- (d) Matters in relation to grant or rejection of leaves.
- (e) Nominations for attending seminars, conferences and training courses in India.
- (f) Permission for invitation of guests to carry out training course.
- (g) Matters pertaining to staff welfare expenses.
- (h) Sanction or scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs.
- (i) All matters relating to disciplinary action against any Member, officer or employee.

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

**36. Functioning of the Appellate Tribunal.—** (1) The office of the Appellate Tribunal shall be located at such place as may be determined by the Government by notification.

(2) The working days and office hours of the Appellate Tribunal shall be the same as that of the normal working days and office hours of the other offices of the Government.

(3) The official common seal and emblem of the Appellate Tribunal shall be such as the Government may specify.

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

(5) The Appellate Tribunal shall ordinarily have sittings at its headquarters and at such places as the Chairperson may by general or special order specify.

## **CHAPTER VIII OFFENCES AND PENALTIES**

**37. Terms and conditions and the fine payable for compounding of offence.—** (1) The court shall, for the purposes of compounding any offence specified under section 70 of the Act, accept an amount as specified in the Table below:

Offence	Amount to be paid for compounding the offence
Punishable with imprisonment under sub-section (2) of Section 59	ten per cent of the estimated cost of the real estate project
Punishable with imprisonment under section 64	ten per cent of the estimated cost of the real estate project
Punishable with imprisonment under section 66	ten per cent of the estimated cost of the plot, apartment or building as the case may be, of the real estate project, for which the sale or purchase has been facilitated
Punishable with imprisonment under section 68	ten per cent of the estimated cost of the plot, apartment or building as the case may be

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

(3) On payment of the sum of money in accordance with sub-rule (1) and subsequent to compliance of the orders of the Authority or the Appellate Tribunal as provided in sub-rule (2), any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court for that offence.

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

## **CHAPTER IX**

### **FILING OF COMPLAINT WITH THE AUTHORITY AND THE ADJUDICATING OFFICER**

**38. The manner of holding an inquiry by the Authority.—** (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made there under, save as those provided to be adjudicated by the adjudicating officer in such Form, manner and fees as specified by regulations.

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

- (a) Upon receipt of the complaint, the Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent.
- (b) The respondent against whom such notice is issued under clause (a), may file his reply in respect of the complaint within the period as specified in the notice.
- (c) The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant.
- (d) On the date so fixed, the Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,—
  - (i) pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made hereunder;
  - (ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent.
- (e) In case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.
- (f) In case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it.
- (g) The Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions.
- (h) The Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (11 of 1872).
- (i) On the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,—
  - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder, it shall pass such orders including imposition of

penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made there under;

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

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

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

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

**39. The manner of holding an inquiry by the adjudicating officer.—** (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under sections 12, 14, 18 and 19 in such Form, manner and fees as specified by regulations.

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

(a) Upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent.

(b) The respondent against whom such notice is issued under clause (a) of sub-rule (2) may file his reply in respect of the complaint within the period as specified in the notice.

(c) The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant.

(d) On the date so fixed, the adjudicating officer shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,-

(i) pleads guilty, the adjudicating officer shall record the plea, and by order in writing for payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder;

(ii) does not plead guilty and contests the complaint, the adjudicating officer shall demand and explanation from the respondent.

(e) In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint.

(f) In case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by him.

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

(h) The adjudicating officer shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in

taking such evidence, the adjudicating officer shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (11 of 1872).

- (i) On the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the respondent is,—
- (i) liable to pay interest and compensation, as the case may be, the adjudicating officer may, by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder; or
  - (ii) not liable to any interest and compensation, as the case may be, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
- (j) If any person fails, neglects or refuses to appear, or present himself as required before the adjudicating officer, the adjudicating officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

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

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

## **CHAPTER X**

### **BUDGET AND REPORT**

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

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

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

(4) The accounts of the Authority and the audit report shall, as soon as possible, be submitted to the Government for laying before the Parliament.

**41. Annual Report.—** (1) The Authority shall submit its annual report in such manner as may be specified by the regulations.

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

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

**Form 'A'**  
**(see rule 3(4))**

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

Affidavit-cum-Declaration

Affidavit *cum* Declaration of [Mr./Ms.] \_\_\_\_\_ [promoter of the project / duly authorised by the promoter of the project, vide its/his/their authorisation dated \_\_\_\_\_];

I, \_\_\_\_\_ [promoter of the project / duly authorised by the promoter of the project] do hereby solemnly declare, undertake and state as under:

1. That [I / promoter] [have / has] a legal title to the land on which the development of the project is proposed or \_\_\_\_\_ [have/has] a legal title to the land on which the development of the proposed project is to be carried out and a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

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

or

That details of encumbrances \_\_\_\_\_ including details of any rights, title, interest, dues, litigation and name of any party in or over such land.

3. That the time period within which the project shall be completed by [me / the promoter] is \_\_\_\_\_.

4. That seventy per cent. of the amounts realised by [me / the promoter] for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by [me / the promoter] in proportion to the percentage of completion of the project.

6. That the amounts from the separate account shall be withdrawn by [me / the promoter] after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.

7. That [I / the promoter] shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That [I / the promoter] shall take all the pending approvals on time, from the competent authorities.

9. That [I / the promoter] [have / has] furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.

10. That [I / the promoter] shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

Deponent

**Verification**

The contents of my above Affidavit *cum* Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_.

Deponent



**Form 'B'****(see rule 5(1))****REGISTRATION CERTIFICATE OF PROJECT**

This registration is granted under section 5 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.] \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_  
 \_ State \_\_\_\_\_;

OR

[in the case of a firm / society / company / competent authority etc.] \_\_\_\_\_ [firm / society / company / competent authority etc.] \_\_\_\_\_ 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 prescribed by the Government;

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

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

(iv) The registration shall be valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless extended by the Authority in accordance with the Act and the rules made thereunder;

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

(vi) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.

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

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

**Form 'C'**

**(see rules 5(2), rule 6(4) and rule 7)**

**INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF PROJECT /  
REJECTION OF APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT /  
REVOCATION OF REGISTRATION OF PROJECT**

From:

The Real Estate Regulatory Authority (Name of place)

\_\_\_\_\_  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Application/Registration] No.: \_\_\_\_\_

Dated: \_\_\_\_\_

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

or

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

or

You are hereby informed that the registration granted to your project is hereby revoked.

for the reasons set out:- \_\_\_\_\_

Place:

Dated:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

**Form 'D'****(see rule 6(4))****CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT**

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

\_\_\_\_\_  
 \_\_\_\_\_,  
 registered with the Authority vide project registration certificate bearing  
 No. \_\_\_\_\_ of:—

1. [in the case of an individual] [Mr./Ms.] \_\_\_\_\_ son of  
 [Mr./Ms.] \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_  
 State \_\_\_\_\_;

OR

[in the case of a firm / society / company / competent authority etc.] \_\_\_\_\_ [firm  
 / society / company / competent authority etc.] \_\_\_\_\_ having its [registered  
 office/principal place of business] at \_\_\_\_\_.

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

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

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

(iii) The registration shall be extended by a period of \_\_\_\_\_ [days / weeks / months] and shall be valid until \_\_\_\_\_;

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

(v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project;

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

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

**Form 'E'**  
**(see rule 9)**

**APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT**

To

The Real Estate Regulatory Authority (Name of Place):

\_\_\_\_\_  
\_\_\_\_\_

Sir,

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

1. [in the case of an individual] [Mr./Ms.] \_\_\_\_\_ son of  
[Mr./Ms.] \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_  
\_ State \_\_\_\_\_.

OR

[in the case of a firm / society / company etc.] \_\_\_\_\_ [firm / society / company etc.] \_\_\_\_\_ having its [registered office / principal place of business] at \_\_\_\_\_.

2. The requisite particulars are as under:-

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

(ii) In case of individual –

(a) Name of [Individual / Proprietorship firm]

(b) Father's Name

(c) Occupation

(d) Address

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

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

OR

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

(a) Name

(b) Address

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

(d) Major activities

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

- (f) Name, photograph, contact details and address of [partners / directors etc.]
- (iii) Particulars of registration as [proprietorship, societies, partnership, company etc.] including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (iv) Authenticated copy of the address proof or the place of business;
- (v) Details of registration in any other State or Union Territory;
- (vi) Any other information as specified by regulations.

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

- (i) Demand Draft No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_, in favour of \_\_\_\_\_, drawn on \_\_\_\_\_ bank as registration fee as per sub-rule (2) of rule 8 or through online payment as the case may be \_\_\_\_\_ (give details of online payment such as date paid, transaction no. etc.);
- (ii) Authenticated copy of the PAN card of the real estate agent; and
- (iii) Authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable.

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

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

**Form 'F'****(see rule 10(2))****REGISTRATION CERTIFICATE OF REAL ESTATE AGENT**

1. This registration is granted under section 9 with registration Certificate bearing No. \_\_\_\_\_ to [in the case of an individual] [Mr./Ms.] \_\_\_\_\_ son of [Mr./Ms.] \_\_\_\_\_  
Tehsil \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_;

OR

[in the case of a firm / society / company etc.] \_\_\_\_\_ [firm / society / company etc.] \_\_\_\_\_ having its [registered office / principal place of business] at \_\_\_\_\_ to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the \_\_\_\_\_ State in terms of the Act and the rules and regulations made thereunder.

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

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;

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

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of Section 10;

(iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made there under;

(vii) The real estate agent shall not contravene the provisions of any other law for the time being in force as applicable to him;

(viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.

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

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

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

Form 'G'

(see rules 10(3), 11(4) and 12)

**INTIMATION OF REJECTION OF APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT / REJECTION OF APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT / REVOCATION OF REGISTRATION OF REAL ESTATE AGENT**

From:

The Real Estate Regulatory Authority (Name of Place):

\_\_\_\_\_  
\_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_

[Application / Registration] No.: \_\_\_\_\_

Dated: \_\_\_\_\_

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

or

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

or

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

for the reasons set out: \_\_\_\_\_

Place:

Dated:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

**Form 'H'**  
**(see rule 11(1))**

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

From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To

The Real Estate Regulatory Authority (Name of Place):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sir,

[I/We] apply for renewal my/our registration as a real estate agent under registration certificate bearing No.

1. 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 renewal fee as per sub-rule (2) of rule 10 or through online payment as the case may be \_\_\_\_\_ (give details of online payment such as date paid, transaction no. etc.);

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

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

(iv) In case of individual:—

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

(b) Father's Name:

(c) Occupation:

(d) Address:

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

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

OR

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

(a) Name:

(b) Address:

(c) Copy of registration Certificate as [firm / societies / company etc.]—

(d) Major activities:

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

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



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

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

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

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

(ix) Any other information as specified by regulations.

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

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant(s)

**Form 'I'**  
**(see rule 11(4))**

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

1. This renewal of registration is granted under section 9 to [in the case of an individual] [Mr./Ms.] \_\_\_\_\_ son of [Mr./Ms. \_\_\_\_\_ Tehsil \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_];

OR

[in the case of a firm / society / company etc.] \_\_\_\_\_ [firm / society / company etc.] \_\_\_\_\_ having its [registered office / principal place of business] at \_\_\_\_\_, in continuation to registration Certificate bearing No. \_\_\_\_\_, of \_\_\_\_\_.

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

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;

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

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of Section 10;

(iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;

(v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made hereunder;

(vii) The real estate agent shall not contravene the provisions of any other law for the time being in force as applicable to him;

(viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.

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

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

Dated:

Place:

Signature and seal of the Authorised Officer

Real Estate Regulatory Authority

**Form 'J'**  
**(see rule 27(2))**

**APPEAL TO APPELLATE TRIBUNAL**

Appeal under section 44 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016)

For use of Appellate Tribunal's office:

Date of filing: \_\_\_\_\_

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

Appeal No.: \_\_\_\_\_

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

Registrar: \_\_\_\_\_

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

\_\_\_\_\_ Appellant(s)

And

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

Details of appeal:

1. Particulars of the appellants:

(i) Name(s) of the appellant:

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

(iii) Address for service of all notices:

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

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

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

3. Jurisdiction of the Appellate Tribunal:

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

4. Limitation:

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

OR

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

5. Facts of the case:

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

6. Relief(s) sought:

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

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

7. Interim order, if prayed for:

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

[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 [demand draft or online payment] in respect of the fee in terms of sub-rule (1) of rule 25:

(i) Amount:

(ii) Name of the bank on which drawn:

(iii) [Demand draft number / online payment transaction no.]:

10. List of enclosures:

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

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

(iii) An index of the documents

(iv) Other documents as annexed along with the complaint

Signature of the appellant(s)

**Verification**

I \_\_\_\_\_ (name in full block letters) [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)

Instructions:

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

**Form 'K'**  
**(see rule 40(1))**  
**ANNUAL STATEMENT OF ACCOUNTS**  
Receipts and Payments Account

For the year ended \_\_\_\_\_ (In Rupees)

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

9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale on Investments			17.	By Wages		
11.	To Recoveries from pay bills			18.	By Overtime		
				19.	By Honorarium		
				20.	By Other office expenses		
				21.	By Expenditure on Research		
				22.	By Consultation expenses		
				23.	By Seminars and conferences		
				24.	By Publications of Authority		
				25.	By Rent and Taxes		
				26.	By Interest on Loans		
				27.	By Promotional Expenses		
				28.	By Membership fee		
				29.	By Subscription		
				30.	By Purchase of Fixed Assets (specify)		
				31.	By Investments and Deposits:		
				31.1	By Investments		
				31.2	By Deposits		
				32.	By Security Deposits		
				33.	By Loans and Advances to:		
				33.1	By Employees:		
				33.1.1.	By Bearing Interest		
				33.1.2.	By Not bearing Interest		
				33.2.	By Suppliers/contractors		
				33.3.	By others (specify)		
				34.	By Repayment of loan		
				35.	By Others		
				35.1.	By Leave Salary and Pension		
				35.2.	Contribution		
				35.3.	By Audit Fee		
				35.4.	By Misc:		
				36.	By Balance carried down:		
				36.1	By Bank		

				36.2	By Cash in hand		
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)

## Income and Expenditure Account

For the 1st April \_\_\_\_\_ to 31st March \_\_\_\_\_ (In Rupees)

A/c Code	Expenditure	Current Year as on	Previous year as on	A/C Code	Income		Current Year as on
37.	To Chairperson and Members			61.	By Fee, Charges and Fine		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Overseas			61.4.	By Others (specify)		
37.3.2.	To Domestic			62.	By Grants		
38.	To Officers			62.1.	By Account with Government		
38.1.	To Pay and Allowances			62.2.	By Others (Specify)		
38.2.	To retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Seminars and Conferences		
38.4.	To Traveling Expenses			65.	By Sale of Publications		
38.4.1.	To Overseas			66.	By Income on investments and Deposits		
38.4.2.	To Domestic			66.1.	By Income on investments		
39.	To Staff			66.2.	By Income on Deposits		
39.1.	To Pay and Allowances			66.3.	By Interest on Loan and Advances		
39.2.	To Retirement Benefits			67.	By Miscellaneous Income		
39.3.	To Other Benefits			67.1.	By Gain on Sales of Assets		
39.4.	To Traveling expenses			67.2.	By Excess of expenditure over income		

39.4.1.	To Overseas			67.3.	(Transferred to Capital Fund Account)		
39.4.2.	To Domestic						
40.	To hire of Conveyance						
41.	To Wages						
42.	To Overtime						
43.	To Honorarium						
44.	To Other office expenses						
45.	To expenditure on Research						
46.	To Consultation expenses						
47.	To Seminars and conferences						
48.	To Publications of Real Estate Regulatory Authority						
49.	To Rent and Taxes						
50.	To Interest on loans						
51.	To Promotional Expenses						
52.	To membership fee						
53.	To Subscription						
54.	To Others						
54.1.	To Leave Salary and Pension						
54.2.	Contribution						
54.3.	To Audit Fee						
54.4.	To Misc.						
55.	To Depreciation						
56.	To Loss on sale of assets						
57.	To Bad Debts written off						
58.	To Provision for bad & doubtful debts						
59.	To Excess of income over Expenditure						
60.	(Transferred to capital Fund Account)						
	Total				Total		

Member(s) (Signature)

Chairperson (Signature)



Balance as on 31<sup>st</sup> March \_\_\_\_\_ (In rupees)

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

Member(s) (Signature)

Chairperson (Signature)

**(see rule 8(1))**

**AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**By and Between**

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

\_\_\_\_\_, (CIN no. \_\_\_\_\_), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_ and its corporate office at \_\_\_\_\_ (PAN - \_\_\_\_\_), represented by its authorized signatory \_\_\_\_\_ (Aadhar no. \_\_\_\_\_) authorized *vide* board resolution dated \_\_\_\_\_ hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

**[If the promoter is a Partnership firm]**

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized Partner \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

**[If the promoter is an Individual]**

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

**AND**

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

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) duly authorized *vide* board resolution dated \_\_\_\_\_, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

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

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized *vide* \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

**[If the Allottee is an Individual]**

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

[OR]

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

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] [*Please insert land details as per local laws*] \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Tehsil & District \_\_\_\_\_ ("**Said Land**") *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 [khasra nos./ survey nos.] [*Please insert land details as per local laws*] \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Tehsil & District \_\_\_\_\_ ("**Said Land**") *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 dated \_\_\_\_\_ registered as document no. \_\_\_\_\_ at the office of the Sub-Registrar;

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

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose*] project, comprising \_\_\_\_\_ plots and [*insert any other components of the Projects*] and the said project shall be known as ' \_\_\_\_\_ ' ("**Project**");

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

- C. The Promoter is fully competent to enter into 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;
- D. The \_\_\_\_\_ [*Please insert the name of the concerned competent authority*] has granted the commencement certificate to develop the Project *vide* approval dated \_\_\_\_\_ bearing no. \_\_\_\_\_;
- E. The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_\_ [*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;
- G. The Allottee had applied for an apartment in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. \_\_\_\_\_ ("**Building**") along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common**");

**Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Apartment"** more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule 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 \_\_\_\_\_ square feet and plot for garage/closed parking admeasuring \_\_\_\_\_ square feet (*if applicable*)] in the \_\_\_\_\_ [*Please insert the location of the garage/closed parking*], as permissible under the applicable law and of *pro rata* share in the common areas (**"Common Areas"**) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the **"Plot"** more particularly described in **Schedule A**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. \_\_\_\_\_  
\_\_\_\_ [*Please enter any additional disclosures/details*]
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. 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/closed parking (if applicable) as specified in Para G;

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

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in Para G;
- 1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only (**"Total Price"**))  
(Give break up and description):

Block/Building/Tower no. \_\_\_\_ Apartment no. \_\_\_\_ Rate of Apartment per square feet\*  
\_\_\_\_\_  
Type \_\_\_\_\_  
Floor \_\_\_\_\_

\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

AND] [if/as applicable]

Garage/Closed parking - 1 Price for 1

Garage/Closed parking - 2 Price for 2

[OR]

Plot no. \_\_\_\_\_ Rate of Plot per square feet

Type \_\_\_\_\_

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) *pro rata* share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

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

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** of the Act ("**Payment Plan**").

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

- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 *[Applicable in case of an apartment]* The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
  - (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with \_\_\_\_\_ garage/closed 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 zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with concerned Development Authority/ Regional Improvement Trust/ Special Planning Authority *[Please insert the name of the concerned competent authority]* to be filed in accordance with the Odisha Development Authorities Act, 1982/ Odisha Town Planning and Improvement Trust Act, 1956 *[Please insert the name of the relevant State act, if any]*.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or

other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.12 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 as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through /demand draft or online payment (as applicable) in favour of '\_\_\_\_\_' payable at \_\_\_\_\_.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

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

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.



## 5. TIME IS ESSENCE

- 5.1 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C** ("**Payment Plan**").

## 6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Planning and Building Standards Regulations of concerned local planning authority**[*Please insert the relevant State laws*] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT/PLOT

- 7.1 **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which 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 this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 **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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

- 7.3 **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the 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 caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section 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] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter hereby represents and warrants to the Allottee as follows

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:
- (iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

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

## **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

## **11.MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

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

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the

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

### **13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

### **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

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

### **15. USAGE**

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

### **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees 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.

### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs

which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/her own cost.

#### **18.ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **19.PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/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 or agreed to take such [Apartment/Plot/Building].

#### **20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Odisha Apartment Ownership (Amendment) Act, 2015. The Promoter showing compliance of various laws/regulations as applicable in

#### **21.BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the 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 same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### **22.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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

#### **23.RIGHT TO AMEND**

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

#### **24.PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

#### **25. WAIVER NOT A LIMITATION TO ENFORCE**

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 25.2 Failure on the part of the Promoter 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 thereafter to enforce each and every provision.

**26. SEVERABILITY**

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

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION**

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

**30. 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:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all 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.

**31. JOINT ALLOTTEES**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix  
Photograph  
and sign  
across the  
photograph

Please affix  
Photograph  
and sign  
across the  
photograph



**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) \_\_\_\_\_  
(Authorized Signatory)

Please affix  
Photograph  
and sign  
across the  
photograph

WITNESSES:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE 'A'** - PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

**SCHEDULE 'B'** - FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C'** - PAYMENT PLAN BY THE ALLOTTEE

[No. 4361–OUHM(REA)-11/2017/HUD.]

By Order of the Governor

G. MATHI VATHANAN

Commissioner-*cum*-Secretary to Government