

Bihar Real Estate (Regulation and Development) Rules,2017

Index

Sl. No	Contents	Page No
1	Short title and Commencement	1
2	Definitions	1
3	Information and documents to be furnished by promoter for registration of real estate project	1
4	Additional disclosure by promoters of ongoing projects	3
5	Grant or rejection of registration of project	4
6	Extension of registration of project	4
7	Revocation of registration of the project	5
8	Agreement For Sale	5
9	Application for registration by the real estate agent	5
10	Grant of registration to the real estate agent	5
11	Renewal of registration of real estate agent	6
12	Revocation of registration of real estate agent	6
13	Books of accounts, records and documents	6
14	Other functions of a real estate agent	
15	Obligations of registered real estate agents	7
16	Details to be published on website	7
17	Interest payable by promoter and allottee	11
18	Timelines for refund	12
19	Selection of Chairperson and other Members of Authority	12
20	Salary and allowances payable and other terms and conditions of service of Chairperson and other Members of Authority	12
21	Administrative powers of the Chairperson of Authority	12
22	Salary and allowances payable to and the other terms and conditions of service of the officers and of the employees of Authority	13
23	Functioning of Authority	13
24	Additional powers of Authority	15
25	Recovery of interest, penalty and compensation	15
26	Manner of implementation of order, direction or decision of the adjudicating officer, the Authority or the Appellate Tribunal	15
27	Appeal and the fees payable	14
28	Selection of Members of Appellate Tribunal	15
29	Salary and allowances payable and other terms and conditions of service of Chairperson and Members of Appellate Tribunal	15
30	Inquiry of the charges against Chairperson or Member of Authority or Appellate Tribunal	16
31	Salary and allowances payable and other terms and conditions of service of officers	17

	and other employees of Appellate Tribunal	
32	Additional powers of Appellate Tribunal	17
33	Administrative powers of chairperson of Appellate Tribunal	17
34	Functioning of Appellate Tribunal	18
35	Terms and conditions and the fine payable for compounding of offence	18
36	Filing of complaint with the Authority and inquiry by Authority	19
37	Filing of complaint with the adjudicating officer and inquiry by adjudicating officer	20
38	Budget, accounts and audit	21
39	Annual Report	22
40	Form-A= Application for Registration of Project	22
41	Form-B= Declaration, supported by an affidavit, which shall be signed by the promoter or any person authorized by the promoter	25
42	Form-C= Registration Certificate of Project	26
43	Form-D= Intimation of rejection of application for registration of project/ Rejection of application for extension of registration of project/ Revocation of registration of project	27
44	Form-E= Application for Extension of registration of project	28
45	Form-F= Certificate for extension of registration of project	29
46	Form-G= Application for registration of real estate agent	30
47	Form-H= Registration Certificate of real estate agent	31
48	Form-I= 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	33
49	Form-J= Application for renewal of registration of real estate agent	33
50	Form-K=Certificate Renewal of registration of real estate agent	34
51	Form-L= Appeal to appellate tribunal	35
52	Form-M= Complaint to regulatory Authority	37
53	Form-N= Application to adjudicating officer	39
54	Form-O= Annual statement of account	40
55	Form-P= Annual report to be prepared by regulatory authority	45
56	Annexure-A= Agreement For Sale	49

**Government of Bihar
Urban Development and Housing Department**

NOTIFICATION

BIHAR REAL ESTATE (REGULATION AND DEVELOPMENT) RULES, 2017

In exercise of the powers conferred by section 84 and in pursuance of sub-clause (iv) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 of Government of India (16 of 2016), the State Government, hereby makes the following rules, namely: —

CHAPTER I

PRELIMINARY

1. **Short title and Commencement.**— (1) These rules may be called the Bihar Real Estate (Regulation and Development) Rules, 2017.
(2) It shall be applicable to the whole State of Bihar.
(3) They shall come into force on the date of their publication in the Official Gazette.
2. **Definitions.**— (1) In these rules, unless the context otherwise requires,-
 - (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
 - (b) “association of allottees” means a collective of the allottees of a real estate project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members, and shall include the authorised representatives of the allottees;
 - (c) “authenticated copy” shall mean a self-attested copy of any document;
 - (d) “Form” means a Form appended to these rules;
 - (e) “State Government” means the Government of Bihar;
 - (f) “section” means a section of the Act.(2) Words and expressions used but not defined in these rules, but defined in the Act, shall have the meanings respectively assigned to them in the Act.

CHAPTER II

REAL ESTATE PROJECT

3. **Information and documents to be furnished by promoter for registration of real estate project.**— (1) A promoter shall furnish the following information and documents, along with those specified under section 4 of the Act, for registration of the project with the Authority, namely:-
 - (a) authenticated copy of the PAN card and AADHAAR card of the promoter;
 - (b) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors report of the promoter for the immediately preceding three financial years; and where annual report is not available, the audited profit and lost account, balance sheet, cash flow statement and the auditors report 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 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;
- (e) 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 or non encumbrance certificate through an advocate having experience of atleast ten years from the revenue authority not below the rank of tehsildar, as the case may be;
- (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;
- (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.
- (h) (i) Sanctioned plan where the project is being developed along with information relating to the FSI/ TDR and other entitlements which are proposed to be utilized in accordance with the relevant Development Control Regulations for the time being in force, for carrying out such sanctioned plan and the amenities and common facilities (including common areas, parking spaces) to be provided in accordance with the sanctioned plan;
- (ii) The Proposed Plan, Proposed Layout Plan of the whole project and Floor Space Index proposed to be consumed in the whole project, as proposed by the promoter,
- (iii) Proposed Floor Space Index to be consumed and sanctioned Floor Space Index. In case the sanctioned Floor Space Index is different than what is proposed to be consumed by the promoter, then the proposed Floor Space Index shall be disclosed at the time of registration and as and when the Floor Space Index is sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
- (iv) Proposed Number of building(s) or wing(s) to be constructed and sanctioned number of the building(s) or wing(s). In case the sanctioned Number of building(s) or wing(s) is different than what is proposed to be constructed by the promoter, then the proposed Number building(s) or wing(s) shall be disclosed at the time of registration and as and when the Additional Number of building(s) or wing(s) are sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
- (v) Proposed Number of Floors in respect of each of the building or wing to be constructed and sanctioned Number of Floors in respect of each of the building or wing. In case the sanctioned Number of Floors is different than what is proposed to be constructed by the promoter, then the proposed Number of Floors shall be disclosed at the time of registration and as and when the Additional Number of Floors are sanctioned, the same shall be uploaded on the website of the Regulator by the Promoter from time to time.
- (vi) Aggregate area in sq. meters of the recreation open space
- (i) the particulars in respect of Architecture and Design Standards, Type of Construction Technology, Earthquake Resistant Measures and the like to be adopted for Buildings

and for Common Areas and of amenities / facilities in the Layout Plan of the real estate project.

- (2) An application to the Authority for registration of the real estate project shall be made in writing in Form 'A', in triplicate, until the procedure is made web based for filing of such application.
 - (3) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, for a sum calculated at the rate of,-
 - (a) in case of group housing project,- five rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees ten per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than five lakhs rupees;
 - (b) in case of mixed development (residential and commercial) project,- ten rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters; or fifteen rupees per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than seven lakhs rupees;
 - (c) in case of commercial projects, - twenty rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters; or twenty five rupees per square meter for projects, where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than ten lakh rupees;
 - (d) in case of plotted development projects,- five rupees per square meter, but shall not be more than two lakhs rupees.
 - (4) The declaration to be submitted under clause (1) of sub-section (2) of section 4, shall be in Form 'B', 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.
4. **Additional disclosure by promoters of ongoing projects.** — (1) Upon the notification for commencement of sub-section (1) of section 3, the promoter of an ongoing project which has not received completion certificate shall, within the time specified in the said sub-section, make an application to the Authority as provided in rule 3.
- (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

587
commensurate with the 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 (1) of sub-section (2) of section 4, which shall be used for the purposes specified therein.

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

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

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

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

(2) The application for extension of registration shall be accompanied with a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, for an amount equivalent to half the registration fees as prescribed under sub-rule (3) of rule 3 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 'F' and in case of rejection of the application for extension of registration the Authority shall inform the promoter about such rejection in Form 'D':

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

7. **Revocation of registration of the project.**— Upon the revocation of registration of a project as per section 7, the Authority shall inform the promoter about such revocation in Form 'D'.
8. **Agreement for sale.** — (1) The Agreement for Sale to be executed between the promoter and the allottee shall be in the form as per Annexure.
 (2) Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of 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 shall make an application in writing to the Authority in Form 'G', 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 and AADHAAR card of the real estate agent;
 - (e) the authenticated copy of the address proof of the place of business.
 (2) The real estate agent shall pay a registration fee at the time of application for registration by way of a demand draft or a bankers cheque drawn on any scheduled bank or through online payment, as the case may be, for a sum of ten thousand rupees in case of the applicant being an individual or fifty thousand rupees in case of the applicant other than an individual.
10. **Grant of registration to the real estate agent.**— (1) On receipt of the application under rule 8, 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 'H' to the real estate agent.
 - (3) In case of rejection of the application, the Authority shall inform the applicant in Form 'I'.

565

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

11. **Renewal of registration of real estate agent.**— (1) The registration granted to a real estate agent under the Act, may be renewed, on an application made by the real estate agent in Form 'J', 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 or a bankers cheque drawn on any scheduled bank or through online payment, as the case may be, for a sum of five thousand rupees in case of the real estate agent being an individual or twenty five thousand rupees in case of the real estate agent other than an individual.

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

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

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:

Provided further 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.

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

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.**— (1) 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 and not involve himself in any unfair trade practices, namely:—

(i) making any statement, whether orally or in writing or by visible representation which—

(A) falsely or knowingly represents that services or amenities are of a particular standard or grade;

(B) represents that the Promoter or himself has approval or affiliation which such promoter or himself does not have;

(C) makes a false or misleading representation concerning the services which the promoter does not have;

(ii) publishing any advertisement whether in any newspaper or other media, of services that are not intended to be offered by the promoter;

(2) Facilitate the possession of all the information and documents, as the allottee, is entitled to, at the time of booking of any plot, apartment or building or as the case may be and discharge such other functions as prescribed by the regulations of the Authority.

15. Obligations of registered real estate agents. –

(1) Every registered real estate agent shall prominently display number of his Registration Certificate at the principal place of business and at its branch offices.

(2) Every registered real estate agent shall quote the number of his registration certificate on all the documents relating to advertisement, marketing, selling or purchase issued by the real estate.

CHAPTER IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

16. 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

563

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.

(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 and AADHAAR 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 lost 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 (accessible only to Authority);
- (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-

- (56)
- (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 clubhouse, 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 proforma 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 atleast 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) 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) 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 and AADHAAR 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 thereunder.
- (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

17. **Interest payable by promoter and allottee.**— The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be at two percent above the prevalent Prime Lending Rate of State bank of India prevailing on the date on which the amount becomes due.

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.

18. **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 thereunder, shall be payable by the promoter to the allottee within 60 days from the date on which such refund along with applicable interest and compensation, as the case may be, becomes due.

CHAPTER VI

REAL ESTATE REGULATORY AUTHORITY

19. **Selection of Chairperson and other Members of Authority.**— (1) As and when vacancies of Chairperson or any other Member in the Authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(2) 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.

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

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

(5) The State Government shall within thirty days from the date of receipt of the 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.

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

(g) the Chairperson shall be paid a consolidated monthly salary of two lakh fifty thousand rupees and shall not be entitled to any allowance relating to house and vehicle;

(h) the Member shall be paid a consolidated monthly salary of two lakh rupees and shall not be entitled to any allowance relating to house and vehicle.

(2) The Chairperson and 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 Members shall be such as may be determined by the State Government from time to time.

21. **Administrative powers of the Chairperson of Authority.**— (1) The Chairperson of the Authority shall exercise the administrative powers in respect of-

(i) matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies;

- (j) matters pertaining to creation and abolition of posts;
- (k) matters pertaining to appointments, promotions and confirmation for all posts;
- (l) acceptance of resignations by any Member, officer or employee of the Authority;
- (m) officiating against sanctioned posts;
- (n) authorisation of tours to be undertaken by any Member, officer or employee of the Authority within and outside India;
- (o) matters in relation to reimbursement of medical claims;
- (p) matters in relation to grant or rejection of leaves;
- (q) permission for hiring of vehicles for official use;
- (r) nominations for attending seminars, conferences and training courses in India or abroad;
- (s) permission for invitation of guests to carry out training course;
- (t) matters pertaining to staff welfare expenses;
- (u) 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;
- (v) 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.

- 22. Salary and allowances payable to and the other terms and conditions of service of the officers and of the employees of 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 State Government and drawing the corresponding scales of pay.

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

- 23. Functioning of Authority.**— (1) The office of the Authority shall be located at such place as may be determined by the State 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 State Government.

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

24. **Additional powers of 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 (1) of sub-section (2) of section 4; 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.
25. **Recovery of interest, penalty and compensation.**— The recovery of the amounts due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under applicable local laws.
26. **Manner of implementation of order, direction or decision of the adjudicating officer, the Authority or the Appellate Tribunal.**- For the purpose of sub-section (2) of section 40, every order passed by the adjudicating officer, Authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, the Authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, Authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court within the local limits of whose jurisdiction the person against whom the order is being issued, resides, or carries on business, or personally works for gain.

CHAPTER VII

REAL ESTATE APPELLATE TRIBUNAL

27. **Appeal and the fees payable.**— (1) Every appeal filed under sub-section (1) of section 44 shall be accompanied by a fees of five thousand rupees in the form of a demand draft or a bankers cheque 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 'L', 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, 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. Selection of Members of Appellate Tribunal.— (1) As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(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 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 State Government.

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

(5) The State Government shall within thirty days from the date of 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

553
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 salary drawn at the maximum of the scale of pay of Additional Secretary to the Government of Bihar:

Provided that any person who has held a post with the Government, senior than that of Additional Secretary to the Government of Bihar, prior to becoming a Member, he shall be paid a monthly salary corresponding to the post at which he retired.

(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 other Member shall be such as may be determined by the State Government from time to time.

30. Inquiry of the charges against Chairperson or Member of Authority or Appellate Tribunal.—

(1) The State Government shall on the occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of a Chairperson or Member of the Authority or as specified under sub-section (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 State 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 Chief Justice of the High Court to appoint a sitting or retired Judge of the High Court.

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

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

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

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

(6) After the conclusion of the investigation, the Judge shall submit his report to the State Government stating therein his findings and the reasons 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 State 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 State Government and drawing the corresponding scales of pay.
- (2) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees, as the case may be.
32. **Additional powers of Appellate Tribunal.**— (1) In addition to the powers specified in clause (g) of sub-section
- (4) of section 53, 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.
33. **Administrative powers of Chairperson of Appellate Tribunal.**— (1) The Chairperson of the Appellate Tribunal shall exercise the administrative powers in respect of-
- (a) matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies;
 - (b) matters pertaining to creation and abolition of posts;
 - (c) matters pertaining to appointments, promotions and confirmation for all posts;
 - (d) acceptance of resignations by any Member, officer or employee;
 - (e) officiating against sanctioned posts;
 - (f) authorisation of tours to be undertaken by any Member, officer or employee: within and outside India;
 - (g) matters in relation to reimbursement of medical claims;
 - (h) matters in relation to grant or rejection of leaves;
 - (i) permission for hiring of vehicles for official use;
 - (j) nominations for attending seminars, conferences and training courses in India or abroad;
 - (k) permission for invitation of guests to carry out training course;
 - (l) matters pertaining to staff welfare expenses;

- 553
- (m) 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;
 - (n) 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.
34. **Functioning of Appellate Tribunal.**— (1) The office of the Appellate Tribunal shall be located at such place as may be determined by the State 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 State Government.
- (3) The official common seal and emblem of the Appellate Tribunal shall be such as the State 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

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

Offence	Amount to be paid for compounding the offence
Punishable with imprisonment under sub section (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
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

36. **Filing of complaint with the Authority and inquiry by Authority.**— (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M', in triplicate, until the application procedure is made web based, which shall be accompanied by a fees of one thousand rupees in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favour of Authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through online payment, as the case may be.
- (2) The Authority shall for the purposes of deciding any complaint as specified under sub-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) 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 hearings shall also be communicated to the complainant;
 - (d) on the date so fixed, the Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,-
 - (i) pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
 - (ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent;
 - (e) 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

(55)
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 thereunder;
 - (ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder, the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;
- (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.

37. Filing of complaint with the adjudicating officer and inquiry by adjudicating officer.— (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under section 12, 14, 18 and 19 in Form 'N', in triplicate, until the application procedure is made web based, which shall be accompanied by a fees of one thousand rupees in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favour of the Authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through online payment, as the case may be.

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

- (a) Upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
- (b) The respondent against whom such notice is issued under clause (a) of sub-rule (2) may file his reply in respect of the complaint within the period as specified in the notice;
- (c) The notice may specify a date and time for further hearing and the 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, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder;

- (ii) does not plead guilty and contests the complaint, the adjudicating officer shall demand 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

38. **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 'O'.
- (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

549
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 State Government.

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

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

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

FORM 'A'

[See rule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Regulatory Authority (Name of Place)

Sir,

[I/We] hereby apply for the grant of registration of [my/our] project to be set up at _____ Tehsil _____ District State.

1. The requisite particulars are as under:-

(i) Status of the applicant - [individual / company / proprietorship firm / societies / partnership firm / competent authority etc.];

(ii) In case of individual –

(a) Name

(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 promoter

OR

In case of [firm / societies / trust / company / limited liability partnership / competent authority etc.] -

(a) Name

548

- (b) Address
 - (c) Copy of registration certificate as [firm / societies / trust / company / limited liability partnership / competent authority etc.]
 - (d) Main objects
 - (e) Contact Details (Phone number, E-mail, Fax Number etc.)
 - (f) Name, photograph, contact details and address of [chairman / partners / directors] and authorised person etc.
- (iii) PAN No. _____ of the promoter, AADHAAR No. _____ of the promoter;
- (iv) Name and address of the bank or banker with which account in terms of sub-clause (D) of clause (I) of sub- section (2) of section 4 will be maintained____
;
- (v) Details of project land held by the applicant _____;
- (vi) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc.
;
- (vii) Agency to take up external development works _____ [Local Authority / Self Development];
- (viii) Registration fee by way of a demand draft / bankers cheque dated _____ drawn on _____ bearing no. _____ for an amount of Rs. _____/- calculated as per sub-rule (3) of rule 3 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);
- (ix) Any other information the applicant may like to furnish.
2. [I/We] enclose the following documents, namely:-
- (i) authenticated copy of the PAN card/ AADHAAR card of the promoter;
 - (ii) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors report of the promoter for the immediately preceding three financial years and where annual report is not available, the audited profit and lost account, balance sheet, cash flow statement and the auditors report of the promoter for the immediately preceding three financial years;
 - (iii) 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;
 - (iv) 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 no encumbrance certificate from an advocate having experience of atleast ten years or from the revenue authority not below the rank of tehshildar, as the case may be;
 - (v) 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

547
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;

- (vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
 - (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority (See the list at Rule 3(h));
 - (viii) 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;
 - (ix) the location details 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;
 - (x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
 - (xi) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any;
 - (xii) the number and areas of garage for sale in the project;
 - (xiii) the number of open parking areas and the number of covered parking areas available in the real estate project;
 - (xiv) the names and addresses of his real estate agents, if any, for the proposed project;
 - (xv) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
 - (xvi) a declaration in Form 'B'.
3. [I/We] enclose the following additional documents and information regarding ongoing projects, as required under rule 4, and under other provisions of the Act or the rules and regulations made thereunder, namely:-
- (i)
 - (ii)
 - (iii)
 -
4. [I/We] solemnly affirm and declare that the particulars given herein are correct to [my/our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

Dated:

Place:

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

FORM 'B'

[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

545

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 'C'

[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:-

- a. The promoter shall enter into an agreement for sale with the allottees as prescribed by the State Government;
- b. 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;
- c. 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;
- d. 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;
- e. The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

544

- f. 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 'D'

[See rule 5(2), rule 6(4); 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 'E'

[See rule 6(1)]

543

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

To

The Real Estate Regulatory Authority (Name of Place)

Sir,

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

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

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

- (i) A demand Draft No. / Bankers Cheque No. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as extension fee as provided under sub- rule (2) of rule 6 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);
- (ii) Authenticated Plan of the project showing the stage of development works undertaken till date;
- (iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project _____;
- (iv) Authenticated copy of the [permission/approval] from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the Authority;
- (v) The authenticated copy of the project registration certificate; and
- (vi) Any other information as may be specified by regulations.

Place:

Dated:

Yours faithfully,

Signature and seal of the applicant(s)

FORM 'F'

[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

54)

FORM 'G'

[See rule 9(1)]

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;

(540)

(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 / Bankers Cheque No. _____ dated _____ for a sum of Rs. _____, in favour of _____, drawn on _____ bank as registration fee as per sub-rule (2) of rule 9 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 and AADHAAR 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] therefrom.

Dated:

Place:

Yours faithfully

Signature and seal of the applicant(s)

FORM 'H'

[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

539

provided under rule 13;

- (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 thereunder;
 - (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 'I'

[See rule 10(3), 11(4), 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 'J'

[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.
_____, which expires on _____.

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

- (i) A demand draft / bankers cheque no. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as renewal fee as per sub-rule (2) of rule 11 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 AADHAAR 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 'K'

[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

536

[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 _____.

1. 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 13;
 - (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 thereunder;
 - (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.
2. 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.
3. 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 'L'

[See rule 27(2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44

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: _____

532
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 / bankers cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 27:

- (i) Amount:
- (ii) Name of the bank on which drawn:
- (iii) [Demand draft number / bankers cheque / online payment transaction no.]:

10. List of enclosures:

- (i) An attested true copy of the order against which the appeal is filed
- (ii) Copies of the documents relied upon by the appellant and referred to in the appeal
- (iii) An index of the documents
- (iv) Other documents as annexed along with the complaint

Signature of the appellant(s)

Verification

I _____ (name in full block letters) [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 centimetres 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 'M'

[See rule 36(1)]

COMPLAINT TO AUTHORITY

Complaint under section 31

For use of Regulatory Authority(s)

office: Date of filing: _____

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

Complaint No.: _____

Signature: _____

Registrar: _____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

Complainant(s) And

Respondent(s) Details of claim:

1. Particulars of the complainant(s):

- 533
- (i) Name(s) of the complainant:
 - (ii) Address of the existing office / residence of the complainant:
 - (iii) Address for service of all notices:
 - (iv) Contact Details (Phone number, e-mail, Fax Number etc.):

2. Particulars of the respondents:

- (i) Name(s) of respondent:
- (ii) Office address of the respondent:
- (iii) Address for service of all notices:
- (iv) Contact Details (Phone number, e-mail, Fax Number etc.):

3. Jurisdiction of the Authority:

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

4. Facts of the case:

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

5. Relief(s) sought:

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

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

6. Interim order, if prayed for:

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

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

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

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

8. Particulars of [demand draft / bankers cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 36:

- (i) Amount
- (ii) Name of the bank on which drawn
- (iii) [Demand draft number / bankers cheque / online payment transaction no.]

9. List of enclosures:

- (iv) Copies of the documents relied upon by the complainant and referred to in the complaint
- (v) An index of documents
- (vi) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

I _____ (name in full block letters) [son / daughter] of _____ the complainant do hereby verify that the contents of paragraphs [1 to 9] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the complainant(s)

Instructions: (1) Every complaint shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be 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 centimetres 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 complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

FORM 'N'

[See rule 37(1)]

COMPLAINT TO ADJUDICATING OFFICER

Claim for interest and compensation under section 31 read with section 71

For use of Adjudicating Officers office:

Date of filing: _____

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

Complaint No.: _____

Signature: _____

Authorised Officer: _____

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

Complainant(s) And

Respondent(s) Details of claim:

1. Particulars of the complainant(s):
 - (i) Name(s) of the complainant:
 - (ii) Address of the existing office / residence of the complainant:
 - (iii) Address for service of all notices:
 - (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
 - (v) Details of allottees apartment, plot or building, as the case may be:
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.):
 - (v) Registration no. and address of project:
3. Jurisdiction of the adjudicating officer:

The complainant declares that the subject matter of the claim falls within the jurisdiction of the adjudicating officer.
4. Facts of the case:

[give a concise statement of facts and grounds of claim against the promoter]
5. Compensation(s) sought:

531

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

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

6. Claim not pending with any other court, etc.:

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

7. Particulars of [demand draft / bankers cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 37:

(i) Amount:

(ii) Name of the bank on which drawn:

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

8. List of enclosures:

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

(ii) An index of documents

(iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

I _____ (name in full block letters) [son / daughter] of _____ the complainant do hereby verify that the contents of paragraphs [1 to 8] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the complainant(s)

Instructions: (1) Every complaint shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be 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 centimetres 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 complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

FORM 'O'

[See rule 38(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 of Investments			17.	By Wages		
11.	To Recoveries from pay bills:			18.	By Overtime		
11.1.	To Loans and Advances Principal Amount			19.	By Honorarium		
11.2.	To Interest on Loans and Advances			20.	By Other office expenses		
11.3.	To Miscellaneous			21.	By Expenditure on Research		
51	To Others (specify)			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		

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Income and Expenditure Account

For the period 1st _____ to 31st _____

(In Rupees)

A/c Code	Expenditure	Schedule	Current Year As on	Previous Year As on	A/c Code	Income	Schedule	Current Year As on	Previous Year As on
13.	To Chairperson and Members				2.	By Fee, Charges and Fine	A		
13.1.	To Pay and Allowances				2.1.	By Fee			
13.2.	To Other benefits	C			2.2.	By Charges			
13.3.	To Travelling Expenses				2.3.	By Fines			
13.3.1.	To Overseas				2.4.	By Others (specify)			
13.3.2.	To Domestic				3.	By Grants	B		
14.	To Officers				3.1.	By Account with Government			
14.1.	To Pay and Allowances				3.2.	By Others (Specify)			
14.2.	To retirement Benefits	D			4.	By Gifts			
14.3.	To Other Benefits	C			5.	By Seminars and Conferences			
14.4.	To Traveling Expenses				6.	By Sale of Publications			
14.4.1.	To Overseas				7.	By Income on investments and Deposits			
14.4.2.	To Domestic				7.1.	By Income on investments			
15.	To Staff				7.2.	By Income on Deposits			
15.1.	To Pay and Allowances				11.2.	By Interest on Loan and Advances			
15.2.	To Retirement Benefits	D			12.	By Miscellaneous Income			
15.3.	To Other Benefits	C			12.1.	By Gain on Sales of Assets			

15.4.	To Traveling expenses					By Excess of expenditure over income			
15.4.1.	To Overseas					(Transferred to Capital Fund Account)			
15.4.2.	To Domestic								
16.	To hire of Conveyance								
17.	To Wages								
18.	To Overtime								
19.	To Honorarium								
20.	To Other office expenses	E							
21.	To expenditure on Research								
22.	To Consultation expenses								
23.	To Seminars and conferences								
24.	To Publications of Authority								
25.	To Rent and Taxes								
26.	To Interest on loans								
27.	To Promotional Expenses								
28.	To membership fee	F							
29.	To Subscription	G							
35.	To Others								
35.1.	To Leave Salary and Pension								
35.2.	Contribution								
35.3.	To Audit Fee								
35.4.	To Misc.								
37.	To Depreciation	H							
48.	To Loss on sale of assets								
49.	To Bad Debts written off								
50.	To Provision for bad and								
	To Excess of income over								
	(Transferred to Capital Fund								
	Total:					Total:			

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Balance Sheet as on 31st (Month) (Year) _____ (in rupees)

A/c Code	Liabilities	Schedule	Current Year As on	Previous Year As on	A/c Code	Assets	Schedule	Current Year As on	Previous Year As on
40.	Funds	I			43.	Fixed Assets	H		
40.1.	Capital Fund				43.1.	Gross Block at Cost			
	Add Excess of Income over Expenditure/less excess of Expenditure over Income					Less Cumulative depreciation			
40.2.	Other Funds (Specify)				42.2.	Net Block			
41.	Reserves	J			44.	Capital Work-in-progress	M		
8.	Loans	K			31.	Investments & Deposits	N		
8.1.	Government				31.1.	Investment			
8.2.	Others				31.2.	Deposits			
42.	Current Liabilities and provisions	L			33.	Loans and Advances	O		
					3.1.	Account with Government	S		

527

					45.	Sundry Debtors	P		
					36.	Cash and Bank Balances	Q		
					46.	Other Current Assets	R		
	Total					Total			
	Accounting Policies and Notes to	T							

Instructions: (1) The Schedules referred / referenced above shall be prepared by the Authority based on accounting principles followed by the State Government or by other regulatory authorities or as suggested by the Comptroller and Auditor General of India from time to time.

(2) The Schedules referred to above shall form an integral part of the Income and Expenditure Account or the Balance Sheet, as the case may be.

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

FORM 'P'

[See rule 39(1)]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY**A. Introduction**

- (i) Chairman's statement:
- (ii) Objectives:
- (iii) Important achievements:
- (iv) The year in review:
 - a. Landmark decisions:
 - b. Legislative work:
 - c. Outreach programme:
- (v) Capacity building:
- (vi) International engagements:
- (vii) Impact on:
 - a. Allottees:
 - b. Promoters:
 - c. Real Estate Agents:
 - d. Economy:

B. Registration of promoters and real estate agents under the Act:**I. In relation to Promoters**

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

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

II. In relation to Real Estate Agents:

Serial Number	Name of Real Estate Agent	Address of Real Estate Agent	Registration Fee paid	Registration Number	Date of issue of registration certificate	Date on which registration certificate expires	Date and period of renewal of registration certificate	Remark
1	2	3	4	5	6	7	8	9

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

Sl. No.	No. of cases pending in the last quarter with the Authority	No. of cases received during the quarter by the Authority	No. of cases disposed of by the Authority

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

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

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

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

Sl. No.	Subject	Steps taken	Results achieved

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

Sl. No.	Name of the promoter	Details of the directions issued by the Authority / adjudicating officer	Penalty / interest / compensations imposed	Whether paid

Sl. No.	Name of the allottee	Details of the directions issued by the Authority / adjudicating officer	Penalty / interest / compensations imposed	Whether paid

Sl. No.	Name of the real estate agent	Details of the directions issued by the Authority / adjudicating officer	Penalty / interest / compensations imposed	Whether paid

- G. Investigations and inquiries ordered by the Authority or the adjudicating officer: A brief narrative of investigations and inquiries taken up by the Authority or the adjudicating officers and references received from the competent authority or the State Government.

- H. Orders passed by the Authority and the adjudicating officer: A brief narrative of orders passed by the Authority or the adjudicating officers separately for where no offence is made out, and in case offence is proved, category-wise for each category of orders passed along with a tabular statement indicating the sections under which the order was passed and brief particulars of the orders.
- I. Execution of the orders of the Authority and imposition of penalties: (i) monetary penalties – details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied, total amount realized by resorting to rule 25; (ii) matters referred to court under section 59 – total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year; (iii) matters referred to court for execution of order under section 40 – total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.
- J. Execution of the orders of the adjudicating officer and imposition of interest and compensation: (i) interest and compensations – details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, total amount realized by resorting to rule 25; and (ii) matters referred to court for execution of order under section 40 – total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year.
- K. Appeals:
- (i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:
 - (ii) Number of appeals pending at the beginning of the year:
 - (iii) Appeals filed during the year:
 - (iv) Number of appeals allowed by the Appellate Tribunal during the year:
 - (v) Number of appeals disallowed by the Appellate Tribunal during the year:
 - (vi) Brief write up on the appeals allowed by the Appellate Tribunal:
- L. References received from the State Government under section 33: a brief narrative on references received from the State Government under section 33 providing for – number of references received during the year, number of references disposed of during the year, number of references pending at the end of the year.
- M. Advocacy measures under sub-section (3) of section 33: a brief narrative on activities undertaken under sub-section (3) of section 33 – (i) workshops, seminars and other interactions with public / experts / policy-makers / regulatory bodies on laws and policies relating to the real estate sector and for creating awareness on the same; (ii) papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same; (iii) consultation papers published/placed on website of the Authority; (iv) analytical papers prepared and examined; (v) others.
- N. Administration and establishment matters: (i) report of the Secretary; (ii) composition of the Authority; (iii) details of Chairperson and Members appointed in the year and of those who demitted office (iv) details of adjudicating officers appointed in the year and those who demitted office; (v) organizational structure; (vi) a tabular statement containing information on personnel in the Authority, category-wise: sanctioned posts, posts filled up, vacancies, appointments made in the year etc.
- O. Experts and consultants engaged: details of number of experts and consultants appointed in the year and of those who demitted office.
- P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority.
- Q. Budget and Accounts: (i) budget estimates and revised estimates, under broad categories; (ii) receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75; (iii) actual expenditure under broad categories; (iv) balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75; (v) any other information.
- R. International cooperation: A brief narrative of international cooperation, if any, undertaken by the Authority.

- S. Capacity Building: A brief narrative of capacity building initiative undertaken including (i) number of employees (category wise and grade wise) trained in house with details of such programmes like content, duration and faculty; (ii) number of employees (category wise and grade wise) trained by outside institutions (separately within Indian and outside India) with details of names of institutions and duration also to specify whether training was under internship, exchange programme, fellowships, study leave, special arrangements with foreign universities/institutions; (iii) expenditure of capacity building initiatives.
- T. Ongoing programmes: A brief narrative of ongoing programmes.
- U. Right to Information: A brief narrative of (i) number of applications received by CPIO/ACPIO seeking information under RTI Act; (ii) Number of applications for which information has been provided by CPIO; (iii) number of applications pending with CPIO; (iv) number of appeals filed before the First Appellate Authority against the order of CPIO; (v) number of appeals which have been disposed of by First Appellate Authority; (vi) number of appeals pending with the First Appellate Authority; (vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member(s) (Signature)

522

ANNEXURE

[See rule 8]

AGREEMENT FOR SALE

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

By and Between

[If the promoter is a company]

____ (CIN no. _____), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) 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, and permitted assigns).

[OR]

[If the promoter is a Partnership firm]

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

[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 assigns).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____ (PAN _____), represented by its authorized partner, _____ (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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

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

52

[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 mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other 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".

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the State Government;
- (c) "Rules" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2017;
- (e) "section" means a section of the Act.

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 registration no. _____;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from _____ *[Please insert the name of the concerned competent authority]*. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the _____ (Name of the State)
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/covered parking no. _____
admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered
parking], as permissible under the applicable law and of pro rata share in the common areas ("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/covered parking
admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the
garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas
("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/covered parking (if applicable) as specified in para G.

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

1. TERMS:

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

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

Block/Building/Tower no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of
exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes,
maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

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

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet*
Total price (in rupees)	_____

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

[AND] [if/as applicable]

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

Explanation:

- (i) The Total Price above includes the 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, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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:

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the 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 recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.

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

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 *[Applicable in case of an apartment]* The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
 - (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or 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.

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing 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 outgoing 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 therefor by such authority or person.

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

517

the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque 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, 1934 and the 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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the 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 of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [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] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by 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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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 two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

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

7.4 Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

Provided that where the allottee 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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 or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [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 allottees or the competent authority, as the case may be;
- (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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (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 in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) 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 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 prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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 prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond __ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

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

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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.

14. 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.

513

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation 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.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, 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].

15.3 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.

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law 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].

19. 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 _____ [Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in _____.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding 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 _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 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.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, 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.

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 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 [Annexure C] 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.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other 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.

27. 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.

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post 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.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out 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) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

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

Please affix
photograph and
sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

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

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

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

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

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

By the Order of the Governor,

[Signature]
28/4/2017

(Chaitanya Prasad)
Principal Secretary

Urban Development and Housing Department

Memo No.-11 / नंवि० / विविध० (Real Estate)-30 / 2016-345, UD&HD/Patna, Dated 28/4/17

Copy to -Superintendent, Secretariat Printing Press, Gulzarbag, Patna, E-Gazette Cell, Finance Department, Patna, Bihar with CD for publication in an extra ordinary issue of the Bihar Gazette. He is requested to make available 200 copies of published Gazette for official use immediately.

[Signature]
28/4/2017

Principal Secretary of the Government

Memo No.-11 / नंवि० / विविध० (Real Estate)-30 / 2016-345, UD&HD/Patna, Dated 28/4/17

Copy to -Chief Secretary Bihar/ Development Commissioner, Bihar/Principal Secretary/Secretary of all departments/ Secretary to Hon'ble Chief Minister/ All Divisional Commissioners/ All District Magistrates/ All Commissioners of Municipal Corporations/All Executive Officers of Nagar Parishads and Nagar Panchayats/ Under Secretary, Bihar Land Tribunal/ P.S to Hon'ble Minister, UD&HD for kind information and necessary action.

[Signature]
28/4/2017

Principal Secretary of the Government