

Haryana Real Estate (Regulation and Development) Rules,2017

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**TOWN AND COUNTRY PLANNING DEPARTMENT, HARYANA GOVERNMENT
NOTIFICATION**

The 28.07. 2017

No. MISC-107(A)/ED(R)/196 - In exercise of the powers conferred by sub section (1) read with sub section (2) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016) and with reference to the Haryana Government, Town and Country Planning Department, notification No. MISC-107(A)/ED(R)/1/55/2016-ITCP dated the 28th April, 2017 the Governor of Haryana hereby makes the following rules, namely,-

PART I

PRELIMINARY

**Short title and
commencement**

1. (1) These rules may be called as the Haryana Real Estate (Regulation and Development) Rules, 2017.
- (2) They shall come into force on the date of their publication in the Official Gazette.

Definitions

2. (1) In these rules, unless the context otherwise requires, -
 - (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016).
 - (b) “annexure” means an annexure appended to these rules;
 - (c) “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;
 - (d) “authenticated copy” means a self-attested copy of any document required to be provided by any person under these rules;
 - (e) “colony” shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975).

Explanation.- Colony may contain more than one project and each such project may be developed in phases.
 - (f) “common areas and facilities” shall have the same meaning as defined in the Haryana Apartment Ownership Act, 1983 (10 of 1983) in case of group housing, integrated commercial complex, cyber city/ park and in case of plotted colony, shall have the same meaning as defined in of the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);
 - (g) “cyber city” shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);
 - (h) “cyber park” shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);
 - (i) "external development works" shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);

- (j) “form” means a form appended to these rules;
- (k) "group housing" shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);
- (l) "integrated commercial complex" shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);
- (m) “internal development works” shall have the same meaning as defined under the Haryana Development and Regulation of Urban Areas Act, 1975 (8 of 1975);
- (n) “layout plan” means a plan of the colony depicting the division or proposed division of land into plots, roads, open spaces, etc and other details, as may be necessary;
- (o) “*on going project*” means a project for which a license was issued for the development under the Haryana Development and Regulation of Urban Area Act, 1975 on or before the 1st May, 2017 and where development works were yet to be completed on the said date, but does not include:
 - (i) any project for which after completion of development works, an application under Rule 16 of the Haryana Development and Regulation of Urban Area Rules, 1976 or under sub code 4.10 of the Haryana Building Code 2017, as the case may be, is made to the Competent Authority on or before publication of these rules and
 - (ii) that part of any project for which part completion/completion, occupation certificate or part thereof has been granted on or before publication of these rules.
- (p) “parking” shall have the same meaning as defined in the Haryana Building Code 2017(Building Rules);
- (q) “project land” means any parcel or parcels of land on which the project is developed and constructed by a promoter;
- (r) “section” means a section of the Act;
- (s) “Government” means the Government of the State of Haryana;
- (t) “schedule” means a schedule appended to these rules;
- (u) “structural defects” means actual physical damage/ defects to the designated load-bearing elements of the building, apartment or unit like faults, breakage or cracks, appearing over time in elements such as load bearing columns, walls, slabs, beams etc. which can affect the strength and stability of the apartment or the building and shall include any of the following, namely:-
 - (i) defects due to design attributes of reinforced cement concrete (RCC) or structural mild steel (MS) elements of an engineered (structurally designed) building structure;
 - (ii) defects due to faulty or bad workmanship of RCC or MS work;
 - (iii) defects due to materials used in such RCC or MS work;
 - (iv) major cracks in masonry work that are induced as result of failures of RCC or MS work;
 - (v) any defect which is established to have occurred on account of negligence, use of inferior materials or non-adherence to the regulatory codes of practice by the promoter.

Explanation:- The promoter shall not be liable for any such

structural/ architectural defect induced by the allottee, by means of carrying out structural or architectural changes from the original specifications/ design.

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

PART II REAL ESTATE PROJECT

Application for registration. section 4

3. (1) An application to the Authority for registration of the real estate project shall be made in writing in Form '*REP-I*', in triplicate to furnish the following information and documents alongwith those specified under section 4 of the Act, for registration of the project with the Authority, namely.-
- (a) authenticated copy of the PAN card of the promoter;
 - (b) annual report including the liabilities on the books of the builder, specially its debt to asset ratio, 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 any party in or over such land. Non encumbrance certificate issued by the concerned revenue authority not below the rank of Tehsildar;
 - (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(s) of the land along with a copy of the registered (wherever applicable) 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 authorized person, in case of other entities.
- (2) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft or a banker's cheque in favour of "Haryana Real Estate Regulatory Authority" drawn on any Scheduled bank or through online payment mode, as the case may be, for a sum calculated at the rate mentioned in *Schedule-1*.

- (3) The declaration to be submitted under clause (1) of sub-section (2) of section 4, shall be in Form 'REP-II', 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 on the grounds of sex, cast, creed, colour, religion etc. The promoter may have differential pricing of units/ apartments/ plots.

**Additional disclosure
by Promoters of
ongoing projects.
section 4**

4. (1) The promoter of an ongoing project shall make an application to the Authority to furnish the following information, namely:-

- (a) the total money collected from the allottees, money spent on development of the project and the balance/ unspent amount lying with the promoter;
- (b) status of the project (extent of the development carried out till date and the extent of the development pending) including the original time period disclosed to the allottees for completion of the project at the time of sale including the delay and the time period within which he undertakes to complete the pending project, which shall be commensurate with the extent of development already completed, and this information shall be certified by an engineer, an architect and a chartered accountant.

(2) The promoter shall disclose the size of the apartment based on the carpet area even if 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 allottees to that extent.

(3) In case of a plotted development, the promoter shall disclose the area of the plot being sold to the allottees as per the demarcation/ zoning plan approved by the competent authority.

(4) For ongoing and new projects, the promoter shall, within a period of three months of the application for registration of the project with the Authority, deposit in a separate bank account, seventy percent of the amount already realized from the allottees, which shall be utilized for meeting the land and construction cost of the project as provided under sub-clause(D) of clause (1) of sub-section (2) of section 4 which shall be used for the purposes specified therein.

Explanation.- (1) For the purposes of sub-clause (D) of clause (1) of sub-section (2) of section 4, the land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease, registration charges, stamp duty and brokerage cost etc.
(2) The construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project inclusive of all statutory charges as well as external development charges (EDC).

(5) A Project where an application under rule 16 of the Haryana Development and Regulation of Urban Area Rules, 1976 or under sub-code 4.10 of the Haryana Building Code 2017, as the case may be, is made to the competent Authority on or before publication of these rules but the grant of part completion/ completion under The Haryana Development and Regulation of Urban Area Rules, 1976 or occupation certificate, part thereof, under sub code 4.10 of the Haryana Building Code 2017, as the case may be, is refused by the Competent Authority, whether before, on or after 31.07.2017, the promoter shall have to make an application to the Haryana Real Estates Regulatory Authority for registration of the project

within thirty days of receipt of communication of such refusal by the applicant.

Grant or rejection of registration of project. section 5

5. (1) Upon the registration of a project, the Authority shall issue a registration certificate with a registration number in Form 'REP-III' to the promoter for the stipulated period of completion of the project as mentioned in the application of the promoter provided that the license and other permissions granted to the promoter by the competent authorities are valid at the time of such registration. In case, the stipulated time of such registration is beyond the validity period of license, then the promoter shall renew his said license/permissions for the remaining period well in time. Otherwise, his registration may be cancelled after giving him an opportunity of being heard. (2) In case of rejection of the application, the Authority shall inform the promoter in *Form 'REP-IV'*:

Provided that, the Authority may grant an opportunity to the promoter to rectify the defects, if any, within a period of thirty days from the date of issuance of communication regarding such defects.

Extension of registration of project. section 6

6. (1) The registration granted under the Act, may be extended by the Authority, on an application made by the promoter in Form *REP-V*, in triplicate 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 in favour of "Haryana Real Estate Regulatory Authority" 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 (2) 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 extension of registration is due to *force majeure*, Court orders, Government policy/ guidelines, decisions, the Authority may at its discretion, waive the extension fee of registration.

(3) In case of extension of registration, the Authority shall inform the promoter about the same in *Form 'REP-VI'* and in case of rejection of the application for extension of registration, the Authority shall inform the promoter about such rejection in *Form REP-IV*.

Provided that, the Authority may grant an opportunity to the promoter to rectify the defects, if any, within a period of thirty days from the date of issuance of communication regarding such defects.

Revocation of registration of project. section 7

7. Upon the revocation of registration of a project under section 7, the Authority shall inform the promoter about such revocation in *Form 'REP-IV'*.

Provided that, the promoter shall be given an opportunity of being heard before revocation of registration of his project.

Agreement for sale

8. (1) The agreement for sale shall be as per Annexure 'A'.
(2) Any application letter, allotment letter or any other document signed by the

section 13

allottees, in respect of the apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit rights and interests of the allottees under the agreement for the sale or under the Act or the rules for the regulations made thereunder.

PART III

REAL ESTATE AGENT

Application for registration by real estate agent. section 9

9. (1) Every real estate agent shall make an application in writing to the Authority in *Form REA-I*, in triplicate, for registration alongwith following documents, namely:-
- (a) the brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, society, partnership, company etc.);
 - (b) the particulars of registration (whether as a proprietorship, partnership, company, society etc.) including the bye-laws, memorandum of association, articles of association, etc. as the case may be;
 - (c) name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other entities;
 - (d) the authenticated copy of the PAN card of the real estate agent;
 - (e) the authenticated copy of the address proof of the place of business;
 - (f) such other information and documents, as may be specified by regulations.
- (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 in favour of “Haryana Real Estate Regulatory Authority” drawn on any Scheduled bank or through online payment, as the case may be, for a sum calculated at the rate mentioned in *Schedule II*.

Grant of registration to real estate agent. section 9

10. (1) On receipt of the application under rule 9, the Authority shall within a period of thirty days either grant registration to the real estate agent or reject the application, as the case may be:
- Provided that, the Authority may grant an opportunity of being heard to the real estate agent to rectify the defects, if any, within a period of thirty days from the date of issuance of communication regarding such defects.
- (2) Upon the registration of a real estate agent, the Authority shall issue a registration certificate with a registration number in *Form REA-II* to the real estate agent.
- (3) In case of rejection of the application, the Authority shall inform the applicant in *Form REA-III*.
- (4) The registration granted under this rule shall be valid for a period of five years.

**Renewal of
registration of real
estate agent.
Section 9**

11. (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 REA-IV*, in triplicate, within 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 in favour of “Haryana Real Estate Regulatory Authority” drawn on any Scheduled bank or through online payment, as the case may be, for a sum calculated at the rate mentioned in *Schedule II*.

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

(4) In case of renewal of registration, the Authority shall inform the real estate agent about the same in *Form REA-V* and in case of rejection of the application for renewal of registration, the Authority shall inform the real estate agent in *Form REA-III*:

Provided that no application for renewal of registration shall be rejected, unless the real estate agent has been given an opportunity of being heard:

Provided further that the Authority may grant an opportunity to the real estate agent to rectify the defects, if any, within a period of thirty days from the date of issuance of communication regarding such defects.

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

**Revocation of
registration of real
estate agent.
section 9**

12. The Authority may revoke the registration granted to the real estate agent or renewal thereof, as the case may be, shall intimate the real estate agent of such revocation in *Form REA-III*.

**Books of accounts,
records and
documents.
section 10**

13. 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) and the rules made thereunder.

PART IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

**Details to be
published on the
website. section 34**

14. (1) The Authority shall ensure that the following information, 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 of 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, society, limited liability partnership, partnership, company, competent

authority);

- (B) background of the 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 in other cases, 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 in the State:

- (A) number of years of experience of the promoter or parent entity, as the case may be, in real estate development;
- (B) number of completed projects and area constructed till date in the past five years including the status of the projects, delay in its completion, details of type of land and payments pending;
- (C) 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;
- (D) 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:

Provided that if the promoter does not have past experience of developing real estate project within the State, the Authority may ask 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.

Above information are required to be given in a prescribed manner as per 'Annexure - B'.

- (iii) Litigations: Details of ongoing litigation in the past five years in relation to the real estate projects developed or being developed by the promoter in the State.

Above information are required to be given in a prescribed manner as per 'Annexure - C'.

(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(s) and registration details,-

- (A) authenticated copy of the approvals/ sanctions received from

the competent authority as provided under clause (c) of sub-section (2) of section 4;

(B) the original and subsequent sanctioned zoning/ building 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 parking 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/ parking space for sale in the project;

(C) Details of the number and areas of parking space including surface, stilt and basement as provided in sanctioned building/ site plans and available in the project;

(iv) registered real estate agents,- names and addresses of real estate agents for the project alongwith his registration number issued by the Authority;

(v) details of consultants, 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 firms/ association/ enterprise/ promoters, as the case may be;

(C) year of establishment;

(D) names and profile of key projects completed;

(vi) location:- the details of the location of the project in revenue estate, Tehsil and District with clear demarcation of land where the project is situated along with its boundaries including its latitudes and longitudes;

(vii) Development Works Plan:

(A) The plan of development works to be executed in the proposed project and the proposed facilities to be provided as per approval in the service plan estimates regarding provision of basic infrastructure like water supply, sewerage, drainage, electricity, horticulture, ,fire fighting facilities, emergency evacuation services, use of renewable energy, etc., as the case may be;

(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 respective timelines to achieve the same;

(c) financial details of the promoter,-

(i) the authenticated copy of the PAN card of the promoter;

(ii) the annual report including the liabilities on the books of the builders, specially its debt to asset ratio audited profit and loss account, balance sheet, cash flow statement, director's report and the auditor's report of the promoter for the immediately preceding three financial years and where annual report is not available then the audited profit and loss account, balance sheet, cash flow statement and the auditors report of the promoter for the immediately preceding three financial years and in case of newly incorporated or registered entity such information shall be disclosed for the parent entity;

(d) the promoter shall upload the following updates on the webpage for the project, within fifteen days from the expiry of each quarter, namely:-

(i) list of number and types of apartments or plots, booked;

(ii) list of number of garages/ parking space booked;

(iii) status of the project,-

(A) Status of construction of each building with photographs;

(B) Status of construction of internal infrastructure and common areas with photographs.

(iv) Status of approvals:

(A) approval received;

(B) approvals applied for and expected date of such approvals as per notification no. 7/31/2014-3AR dated 07.05.2015 of the Haryana Right to Service Act, 2014, (4 of 2014);

(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 licence, permit or approval for the project.

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

(i) Approvals:

(A) authenticated copy of the licence or land use permission, sanctioned building(s) plan and other sanctions from the competent authority obtained in accordance with the laws applicable and where the project is proposed to be developed in phases, an authenticated copy of the licence or land use permission, sanctioned layout plan/ building(s) plan as the case may be for each of such phase(s);

- (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(s) 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 sanction that may be required under applicable law including fire no-objection certificate, permission from water and sewerage department etc.;
- (F) authenticated copy of part completion/ completion certificate, occupation certificate or part thereof.

(ii) legal documents-

- (A) the details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed of land;
 - (B) authenticated copy of the legal title deed reflecting the title of the land on which development of such project or its phase(s) is proposed, as the case may be;
 - (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. Non encumbrance certificate issued by the concerned revenue authority not below the rank of Tehsildar;
 - (E) where the promoter is not the owner of the land on which development is proposed, details of the consent of the owner(s) of the land along with a copy of the registered (wherever applicable) collaboration agreement/ development agreement/ joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner(s) and copies of title and other documents reflecting the title of such land proposed to be developed;
 - (F) details of sanction/ approval letter obtained from bank(s)/ financial institution/ organization for the purposes of home loan tie-up;
- (f) Contact details:- name, address, contact numbers and email-id of the promoter/ authorised person and other officials related to the project, as the case may be.
- (2) The Authority shall maintain a database related to the project(s) and ensure that the information specified therein shall be made available on its website in respect of each project(s) 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(s) 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, society, partnership, company etc.);
- (iii) particulars of registration as proprietorship, society, partnership, company etc. including the bye-laws, memorandum of association, articles of association, etc., as the case may be;
- (iv) name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners, directors, etc. in case of other persons;
- (v) authenticated copy of the PAN card of the real estate agent/ agency;
- (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/ agency 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, society, partnership, company, etc.);
- (iii) name, address, contact details and photograph of the real estate agent if it is an individual and the name, address, contact details and photograph of the partners, directors, etc. in case of other persons;

(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 regularly.

PART V

INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

**Interest payable by
promoter and
Allottee**

15. An allottee shall be compensated by the promoter for loss or damage sustained due to incorrect or false statement in the notice, advertisement, prospectus or brochure in the terms of section 12. In case, allottee wishes to withdraw from the project due to discontinuance of promoter's business as developers on account of suspension or revocation of the registration or any other reason(s) in terms of clause (b) sub-section (I) of Section 18 or the promoter fails to give possession of the apartment/ plot in accordance with terms and conditions of agreement for sale in terms of sub-section (4) of section 19. The promoter shall return the entire amount with interest as well

Section 19

as the compensation payable. The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest marginal cost of lending rate plus two percent. In case, the allottee fails to pay to the promoter as per agreed terms and conditions, then in such case, the allottee shall also be liable to pay in terms of sub-section (7) of section 19:

Provided that in case the State Bank of India marginal cost of lending rate (MCLR) is not in use, it shall 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.

**Timelines for refund.
section 9**

16. Any refund of money alongwith the applicable interest and compensation 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 a period of ninety days from the date on which such refund alongwith applicable interest and compensation, as the case may be, becomes due.

PART VI

REAL ESTATE REGULATORY AUTHORITY

**Manner for
appointment of
Chairperson and
Members. section 22**

17. (1) As and when, vacancies of Chairperson or any other Member in the Authority exists or arises, or is likely to arise, the Government may make a reference to the Selection Committee in respect of the vacancies to be filled.
- (2) The Selection Committee may, for the purpose of selection of the 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 a Chairperson or Member of the Authority.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the Government.
- (4) The Selection Committee shall make its recommendation to the Government within a period of sixty days from the date of reference made under sub-rule (1).
- (5) The Government shall within thirty days from the date of 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 Member, as the case may be.

**Salary and
allowances payable
and other terms and
conditions of service
of Chairperson and
Members of
Authority. section 24**

18. (1) The salaries and allowances payable to the Chairperson and Members of the Authority shall be as follows, namely:
- (a) the Chairperson of the Authority shall be paid a salary equivalent to that of the Chief Secretary of the State Government; if he is or has been in the service of the Central/ State Government or shall be paid a consolidated monthly salary of ` two lakh fifty thousand rupees; if he has not been in Central/ State Government;
- (b) the Members of the Authority shall be paid a salary equivalent to Principal Secretary of the State Government; if he is or has been in the service of the Central/ State Government or shall be paid a

consolidated monthly salary of ` two lakh rupees; if he has not been in Central/ State Government;

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

(3) The Chairperson and Members shall be entitled to residential houses and vehicles as per their entitlement;

(4) All other allowances and conditions of service of the Chairperson and the Member shall be such, as determined by the State Government from time to time.

Administrative powers of the Chairperson of Authority. section 25

19. The Chairperson of the Authority shall exercise the following powers, namely:-

- (a) matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies with the prior approval of the Government;
- (b) matters pertaining to creation and abolition of posts, appointments, promotions and confirmation of employee of Group 'A' and 'B' with the prior approval of the Government;
- (c) acceptance of resignations of employees of Group C and D.
- (d) acceptance of resignation of Group 'A' and 'B', employees and Member(s), with prior approval of the Government;
- (e) authorization of tours to be undertaken by any Member, officer or employee within the State and outside;
- (f) matters in relation to reimbursement of medical claims;
- (g) matters in relation to grant or rejection of leave(s).
- (h) permission for hiring of vehicles for official use;
- (i) nomination for attending seminars, conferences and training courses the State and outside;
- (j) permission for invitation of guest(s)/ experts to carry out training course;
- (k) matters pertaining to staff welfare and expenses;
- (l) sanction of new capital assets or scrapping/ write-off of capital assets which have become unserviceable or are considered beyond economical repairs;
- (m) matters relating to disciplinary action against any officer or employee of the Authority.

Salary and allowances payable to and the other

20. (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

**terms and conditions
of service of officers
and employees of
Authority. section 28**

accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government.

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

**Additional powers of
Authority. section 35**

21. (1) In addition to the powers specified in clause (iv) of sub-section (2) of section 35, the Authority may require the promoter(s), allottee(s) or real estate agent(s) to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary.

(2) The Authority may call upon such experts or consultants from the fields of urban planning, 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(s) maintained under sub-clause (D) of clause (I) of sub-section (2) of section 4; or;
- (b) used any amounts paid by the allottee(s) to such promoter for that real estate project for which the penalty, interest or compensation is payable, or any other real estate project(s); or
- (c) recovered the amounts paid/ payable as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

(4) For the purpose of adjudging the compensation under section 12, 14, 18 and 19, the Authority shall in consultation with Government appoint one or more officers, who shall not be below the rank of Class-I Officer/ Additional District Judge who have sufficient expertise and experience for holding judicial/ quasi judicial court/ enquiry. The adjudicating officer shall give a reasonable opportunity of hearing to the parties before determining the compensation.

PART VII

REAL ESTATE APPELLATE TRIBUNAL

**Appeal and fees
section 31 and 44**

22. (1) Every appeal filed under sub-section (1) of section 44, shall be filed in Form 'AAT', in triplicate, 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.

(2) Every appeal shall be accompanied by a fee as specified in *Schedule – III* in the form of a demand draft or a bankers cheque drawn on a Scheduled

bank in favour of the Appellate Tribunal.

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

(4) Where a party to the appeal is represented by an authorised person, 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.

(5) The procedure for day to day functioning of the Appellate Tribunal, shall be such, as may be adopted by it.

Selection of Members of Appellate Tribunal

23. (1) As and when vacancies of a Member(s) in the Appellate Tribunal exists or arises, or is likely to arise, the Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

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

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

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

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

Salary and allowances payable and other terms and conditions of service of Chairperson and Members of Appellate Tribunal. section 48

23A. (1) The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows, namely:-

- (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 India:

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

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

(3) The Chairperson and member shall be entitled to residential houses and

vehicles as per their entitlement.

(4) All 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.

Salary and allowances payable and other terms and conditions of service of officers and other employees of Appellate Tribunal.
section 51

24. (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, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are applicable to officers and employees of the Government and drawing the corresponding scales of pay.
- (2) The Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees, as the case may be.

Additional powers of Appellate Tribunal.
section 53

25. (1) In addition to the powers specified in clause (g) of sub-section (4) of section 53, the Appellate Tribunal may require the promoter(s), allottee(s) or real estate agent(s) to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary.
- (2) The Appellate Tribunal may call upon such experts or consultants from the fields of urban planning, 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.

Administrative powers of Chairperson of Appellate Tribunal.
section 54

26. 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 with prior approval of the Government;
 - (b) matters pertaining to creation and abolition of posts with prior approval of the Government;
 - (c) matters pertaining to appointments, promotions and confirmation for all posts with prior approval of the Government;
 - (d) acceptance of resignations by any Member(s) or officer(s) with prior approval of the Government;
 - (e) authorisation of tours to be undertaken by any Member, officer or employee within and outside State;
 - (f) matters in relation to reimbursement of medical claims;
 - (g) matters in relation to grant or rejection of leaves;
 - (h) permission for hiring of vehicles for official use;
 - (i) nominations for attending seminars, conferences and training courses within and outside State;

- (j) permission for invitation of guests/ experts to carry out training course;
- (k) matters pertaining to staff welfare expenses;
- (l) sanction of new capital assets or scrapping/ write-off of capital assets which have become unserviceable or are considered beyond economical repairs
- (m) all matters relating to disciplinary action against any officer or employee.

PART VIII

OFFENCES AND PENALTIES

Enforcement of order, direction or decision of adjudicating officer, Authority or Appellate Tribunal. section 40

27. (1) Every order passed by the adjudicating officer or the Authority or the Appellate Tribunal, as the case may be, under the Act or rules and the regulation made thereunder, shall be enforced by an adjudicating officer of the Authority or Appellate Tribunal in the same manner as if it were a decree or a order made by a civil court in a suite pending therein; and it shall be lawful for the adjudicating officer or the Authority or the Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the civil court, to execute such order.
- (2) The court may, 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.	five to ten percent of the estimated cost of the real estate project.
Punishable with imprisonment under section 64.	five to ten percent of the estimated cost of the real estate project.
Punishable with imprisonment under section 66.	five to ten percent of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated.
Punishable with imprisonment under section 68.	five to ten percent of the estimated cost of the plot, apartment or building, as the case may be.

PART IX

FILING OF COMPLAINT WITH THE AUTHORITY AND THE ADJUCATING OFFICER

Filing of complaint with the Authority

28. (1) Any aggrieved person may file a complaint with the Authority for any violation of the provisions of the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in *Form 'CRA'*, in triplicate, which shall be accompanied by a fees as prescribed in *Schedule III* in the form of a demand draft or a bankers cheque drawn on a Scheduled bank in favour of "Haryana Real Estate Regulatory

Section 31

Authority”.

(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 alongwith particulars of the alleged contravention and the relevant documents to the respondent specifying date and time of hearing;
- (b) the respondent against whom such notice is issued under clause (a) of sub-rule (2), shall file his reply in respect of the complaint within the period as specified in the notice;
- (c) the notice shall specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;
- (d) on the date so fixed, the Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent.
 - (i) pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it deems 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 with reasons to be recorded in writing;
- (f) in case the Authority is satisfied on the basis of the submissions made that there is a need for further hearing into the complaint, it may order production of documents or other evidence(s) on a date and time fixed by it;
- (g) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- (h) the Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (11 of 1872);
- (i) on the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions, is satisfied that,
 - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder, it shall pass such orders

including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made 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.

Filing of complaint and inquiry by adjudicating officer. sections 12, 14, 18 and 19.

29. (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under sections 12, 14, 18 and 19 in *Form 'CAO'*, in triplicate, which shall be accompanied by a fee as mentioned in *Schedule III* in the form of a demand draft or a bankers cheque drawn on a Scheduled bank in favour of "Haryana Real Estate Regulatory Authority" and payable at the branch of that bank at the station where the seat of the said Authority is situated.

(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 deems fit, as the case may be, in accordance with the provisions

- (ii) of the Act or the rules and regulations, made thereunder; 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, he may dismiss the complaint;
- (f) in case the adjudicating officer is satisfied on the basis of the submissions made that there is a need for further hearing into the complaint, he 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.
- (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 14 and such compensation as he deems fit.
 - (ii) not liable to any interest or 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, 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.

PART X

BUDGET AND REPORT

- Budget, accounts and audit. section 77** 30. (1) At the end of each financial year, the Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts in *Form 'ASA'*.

- (2) The Authority shall preserve the accounts and other relevant records prepared under sub-rule (1) for a minimum period of five years.
- (3) The accounts and other relevant records under sub-rule (1) shall be signed by the Chairperson, Members, Secretary and the officer in-charge of Finance and Accounts.
- (4) The accounts of the Authority and the audit report shall, as soon as possible, be submitted to the Government for laying before the Parliament.

**Annual report
section 78**

- 31.** (1) The Authority shall prepare its annual report in *Form 'ARA'*.
- (2) The Authority may also include in the Annual Report such other matters as deemed fit by the Authority for reporting to the Government.
 - (3) The annual report shall, after adoption at a meeting of the Authority and signed by the Chairperson and Members and authenticated by affixing the common seal of the Authority, with requisite number of copies thereof, be submitted to the Government within a period of one hundred and eighty days immediately following the close of the financial year for which it has been prepared.

FORM 'REP-I'
[See rule 3(1)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Authority
Haryana _____

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 / companies / limited liability partnership / competent authority etc.] -

- (a) Name
 - (b) Address
 - (c) Copy of registration certificate
 - (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;
 - (iv) Name and address of the bank or banker with which account in terms of sub-clause (D) of clause (l) of subsection (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 in favour of "Haryana Real Estate Regulatory Authority" dated _____ drawn on _____ bearing no. _____

_____ for an amount of ` _____/- calculated as per sub-rule (2) 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 in triplicate, namely:-

- (i) authenticated copy of the PAN card of the promoter;
- (ii) annual report including the liability on the books of the builder, especially its debt to asset ratio, its 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 or whatever period applicable in this regard;
- (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 change 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 concerned revenue officer not below the rank of tehshildar;
- (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 registered (wherever applicable), 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;
- (vi) authenticated copy of the licence or land use permission, sanctioned building(s) plan and other sanctions from the competent authority obtained in accordance with the laws applicable and where the project is proposed to be developed in phases, an authenticated copy of the licence or land use permission, sanctioned layout plan/ building(s) plan as the case may be for each of such phase(s);
- (vii) 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;
- (viii) authenticated copy of the layout plan of the project or the phase(s) thereof, and also the layout plan of the whole project as sanctioned by the competent authority and other specifications of the project;
- (ix) floor plans for each tower and block including clubhouse, amenities and common areas;
- (x) any other permission, approval or sanction that may be required under applicable law including fire no-objection certificate, permission from water and sewerage department etc.;
- (xi) authenticated copy of part completion/ completion certificate, occupation certificate or part thereof
- (xii) 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;

- (xiii) 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;
 - (xiv) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the Allottees;
 - (xv) the number, type and area of plots for sale alongwith the other amenities, facilities and services to be given in the said project.
 - (xvi) 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 apartment with the apartment, if any;
 - (xvii) the number and areas of parking space for sale in the project;
 - (xviii) the number of open parking areas and the number of covered parking areas available in the real estate project;
 - (xix) the names and addresses of his real estate agents, if any, for the proposed project;
 - (xx) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
 - (xxi) a declaration in *FORM REP-II*.
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 'REP-II'
[See rule 3(3)]

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

Affidavit cum Declaration

Affidavit cum Declaration of Mr./Ms. _____ promoter of the proposed project / duly authorized by the promoter of the proposed project, vide its/his/their authorization dated _____;

I, _____ [promoter of the proposed project / duly authorized by the promoter of the proposed 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.

Explanation:- where the promoter is not the owner of the land on which development of project is proposed, details of the consent of the owner(s) of the land along with a copy of the registered (wherever applicable) 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

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/promoter] is _____.
4. That seventy per cent of the amounts realised by [me/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 [me/ the promoter] after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That [I / the promoter] shall get the accounts audited within six months after the end of every

financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That [I/ the promoter] shall take all the pending approvals on time, from the competent authorities.
9. That [I/ the promoter] [have/ has] furnished such other documents as have been prescribed by the Act and the rules and regulations made thereunder.
10. That [I / the promoter] shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on the grounds of sex, cast, creed, religion etc.

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 'REP-III'
[See rule 5(1)]

REGISTRATION CERTIFICATE OF PROJECT

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

[Specify Details of Project including the project address];

1. (in the case of an individual) [Mr./Ms.] _____ son of
[Mr./Ms.] _____ Tehsil _____ District _____ State _____
_____;

Or

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

2. This registration is granted subject to the following conditions, namely:-
- (i) The promoter shall enter into an agreement for sale with the allottees as prescribed by the Government;
 - (ii) The promoter shall offer to execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the unit/ apartment, plot or building as the case may be;
 - (iii) The promoter shall convey/ allow usage of common areas as per Rule 2(1)(f) of the HRERA Rules, 2017.
 - (iv) The Promoter shall deposit seventy percent 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;
 - (v) 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 rules made thereunder;
 - (vi) The promoter shall comply with the provisions of the Acts and the rules and regulations made thereunder and applicable in the State;
 - (vii) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
 - (viii) The promoter shall comply with all other terms and conditions as conveyed by the Authority.
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 Authorized Officer
Real Estate Authority

FORM 'REP-IV'
[See rules 5(2), rule 6(3), 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 Authority,

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 Authorized Officer
Real Estate Authority

FORM 'REP-V'
[See rule 6(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

To

The Real Estate Authority,

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 in favour of "Haryana Real Estate Regulatory Authority" drawn on _____ bank as extension fee as provided under subrule (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/ construction works undertaken till date;
- (iii) Explanatory note regarding the state of development/ construction 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 'REP-II'* 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 original 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 'REP-VI'
[See rule 6(3)]

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 offer to execute and register a conveyance deed in favour of the allottee(s) for Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The promoter shall deposit seventy percent 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 (l) of sub-section (2) of section 4;
 - (iii) The registration shall be extended by a period of _____ [days/ week/ 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 there under.

Dated:
Place:

Signature and seal of the Authorized Officer
Real Estate Authority

FORM 'REA-I'
[See rule 9(1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Authority

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 promoter

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.] and authorised person 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 of the place of business;

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

(vi) Any other information as specify by regulations.

3. [I/we] enclose the following documents along with, namely:-

- (i) Demand Draft / Bankers Cheque No. _____ dated _____ for a sum of ` _____, in favour of “Haryana Real Estate Regulatory Authority” _____, 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 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 'REA-II'
[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/ unit/ apartment or building, as the case may be, in real estate projects registered in the _____ State in terms of the Act and the rules and regulations made thereunder,

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

- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;
- (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 12;
- (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
- (iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
- (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
- (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made 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 Authorized Officer
Real Estate Authority

FORM 'REA-III'
[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 Authority,

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 Authorized Officer
Real Estate Authority

FORM 'REA-IV'
[See rule 11(1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

To

The Real Estate Authority,

Sir,

[I/we] apply for renewal my/our registration as a real estate agent under registration certificate bearing No. _____, which expires on_____.

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

- (i) A demand draft / bankers cheque no._____ dated _____ for rupees_____ in favour of "Haryana Real Estate Regulatory Authority" _____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 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 'REA-V'
[See rule 11(4)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted under section 9 of the Act to -

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

or

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

in continuation to registration certificate bearing No. _____, of
_____.

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

- (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the Authority;
- (ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 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 Authorized Officer
Real Estate Authority

FORM 'AAT'
[See rule 22(1)]

APPEAL TO APPELLATE TRIBUNAL

For use of Appellate Tribunal's office:

Date of filing: _____

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

Appeal No.: _____

Signature: _____

Registrar: _____

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between
_____ Appellant(s)

And
_____ Respondent(s)

Details of appeal:

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

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

3. Jurisdiction of the Appellate Tribunal:

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

4. Limitation:

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

or

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

5. Facts of the case:

(give a concise statement of facts and grounds of appeal against the specific order of 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 (2) of rule 22:

- (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 centimeters width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

(2) Every appeal shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the appeal.

FORM 'CRA'
[See rule 28 (1)]

COMPLAINT TO AUTHORITY

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):
 - (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 28:
- (i) Amount
 - (ii) Name of the bank on which drawn
 - (iii) [Demand draft number/bankers cheque/online payment transaction no.]
9. List of enclosures:
- (i) Copies of the documents relief upon by the complainant and referred to in the complaint.
 - (ii) An index of documents.
 - (iii) Other documents as annexed along with 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 centimeters width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

(2) Every 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 'CAO'
[See rule 29(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

_____ Complaint (s)

And

_____ Respondent(s)

Details of claim:

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:

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 29:

- (i) Amount
- (ii) Name of the bank on which drawn

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

8. List of enclosures:

- (i) Copies of the documents relief upon by the complainant and referred to in the complaint.
- (ii) An index of documents.
- (iii) Other documents as annexed along with 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 centimeters width on top and with a right margin on 2.5 cm, and left margin of 5 cm, duly paginated, indexed and stitched together in paper book form.

(2) Every 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 'ASA'
[See rule 30 (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.	Balance Brought down:			13.	Chairperson and Members:		
1.1.	Bank			13.1.	Pay and Allowances		
1.2.	Cash in hand			13.2.	Other benefits		
2.	Fee, Charges and Fine:			13.3.	Travelling expenses:		
2.1.	Fees			13.3.1	Overseas		
2.2.	Charges			13.3.2	Domestic		
2.3.	Fines			14.	Officers:		
2.4.	Others (specify)			14.1.	Pay and Allowances		
3.	Grants:			14.2.	Retirement benefits		
3.1.	To Accounts with Government			14.3.	Other benefits		
3.2.	Others (specify)			14.4.	Travelling expenses:		
4.	Gifts			14.4.1	Overseas		
5.	Seminars and conferences			14.4.2	Domestic		
6.	Sale of Publications			15.	Staff:		
7.	Income on investments and Deposits :			15.1.	Pay and Allowances		
7.1.	Income on investments			15.2.	Retirement benefits		
7.2.	Income on Deposits			15.3.	Other benefits		
8.	Loans:			15.4.	Travelling expenses:		
8.1.	Government			15.4.1	Overseas		
8.2.	Others (specify)			15.4.2	Domestic		
9.	Sale of Assets			16.	Hire of Conveyance		

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

					down:		
				36.1	Bank		
				36.2	Cash in hand		
	Total				Total		

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

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

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

	Total				Total			
--	-------	--	--	--	-------	--	--	--

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Office In-charge (Finance and Accounts)

Balance Sheet as on 31st March _____

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	1			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		
					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 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)

Office In-charge (Finance and Accounts)

FORM 'ARA'
[See rule 31 (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 No.	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.

SI. 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

SI 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.

SI. 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 and the rules and regulations made thereunder by the Promoters, Allottees and real estate agents.

SI. No.	Subject	Steps taken	Results achieved

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

SI. No.	Name of the Promoter	Details of the directions issued by the Authority/Adjudicating	Penalty/interest/ compensations imposed	Whether paid

		Officer		

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

SI. 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 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, (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 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 Government under section 33: a brief narrative on references received from the 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 subsection (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 Central Public Information Officer/ Assistant Central Public Information Officer seeking information under Right to Information Act; (ii) Number of applications for which information has been provided by Central Public Information Officer; (iii) number of applications pending with Central Public Information Officer; (iv) number of appeals filed before the First Appellate Authority against the order of Central Public

Information Officer; (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)

SCHEDULE-I
(See Rule 3(2))
Rates of Registration Fee for Promoter
(Rs. per sq. meter)

S. No.	Category of uses	Hyper/High Potential I & II	Medium/Low Potential
1.	Residential/Industrial	10	5
2.	Commercial/Cyber Park	20	10

- Note:-**
- 1) Category of zones as defined in schedule mentioning rate of license fee in Rule 1976 of the Haryana Development and Regulation of Urban Area Act 1975.
 - 2) In case of residential/industrial plotted colony, the rate would be applicable for gross area of the colony.
 - 3) In the case of Group Housing/Commercial/ Cyber Park, rates are upto 100 FAR and would be proportionately higher for higher FAR.

SCHEDULE-II
(See rule 9 (2) and 11(2))
Registration/renewal fee for Real Estate Agent

Sr.No.	Type of agent	Registration fee	Renewal fee
1	For individual	₹ 25,000/-	₹ 5,000/-
2	Other than individual	₹ 2,50,000/-	₹ 50,000/-

SCHEDULE-III
(See rule 22(1) and 28(1))

Fee for filing complaint before the Authority and Appeal in the appellate Tribunal

1. Fee for filing complaint before the Authority: ₹ 1000/-
2. Fee for filing the appeal before the Appellate Tribunal: ₹ 1000/-
3. Fee for every annexure ₹ 10/-

4. For every additional affidavit ` 20/-

Note: Separate fee of ` 1,000/-shall be payable in case of filing of amended complaint/appeal.

ANNEXURE A
[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 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 signatory, _____, authorized (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).

[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, unless the context otherwise requires,-

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Government” means the Government of the State of Haryana;
- (c) “Rules” means the Real Estate (Regulation and Development) Rules, 2017 for the State of Haryana;
- (d) “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 law full 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 a building [residential/ commercial/ industrial/ IT/ *any other purpose*] project, comprising _____ multistoried apartment(s)/ building(s)/ [*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 [residential/ commercial/ industrial/ IT/ *any other purpose*] project, comprising _____ plots/ [*insert any other components of the Projects*] and the said project shall be known as ‘_____’ (“**Project**”);

Provided that where the 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 has been 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 complied with;
- D. The _____ [*Please insert the name of the concerned competent authority*] has granted the approval/ sanction to develop the Project vide approval dated _____ bearing license/ sanction no. _____;
- E. The Promoter has obtained approval on the layout plan/ demarcation/ zoning/ site plan/ building plan/ or any requisite approval for the Project 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/ any other laws of the State as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the Haryana Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee had applied for residential apartment/ commercial unit/ IT unit/ any other built up unit in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, on _____ floor in [tower/ block/ building] no. _____ (**“Building”**) along with stilt/ basement parking no. (if applicable) _____ admeasuring _____ square feet in the _____ [*Please insert the location of the said parking*], as permissible under the applicable law and right in the common areas (**“Common Areas”**) as defined under Rule 2(1)(f) of Rules, 2017 of the State (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 meters and parking area (wherever applicable) admeasuring _____ [*Area*] (*if applicable*) in the _____ [*Please insert the location of the said parking*], as permissible under the applicable law and right in the common areas as per provisions of HDRU Act, 1975 (8 of 1975). (hereinafter referred to as the **“Plot”** more particularly described in **Schedule A**);

- H. The Parties have gone through all the terms and conditions of 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 in the State and related to the Project;

- K. The Parties, relying on the confirmations, representations and assurances of each other, do 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 of this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith 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 Plot/ Unit for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) as specified in Para G.
- 1.2 The Total Price for the built up Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) based on the carpet area is ` _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

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

[OR]

The Total Price of plot for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) as per approved demarcation/ zoning plan (whichever is applicable) is ` _____ (Rupees _____ only) ("**Total Price**") (Give break up and description):

Plot No. _____ Block No. _____ Area of the Plot (in square meter) _____ Parking (if applicable) _____	Rate of Plot per square meter
--	-------------------------------

Total price (in rupees)	_____
-------------------------	-------

Explanation:

- (i) The Total Price as mentioned above includes the booking amount paid by the allottee to the Promoter towards the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable);
- (ii) The Total Price as mentioned above includes Taxes (GST and Cess or any other taxes/ fees/ charges/ levies etc. which may be levied, in connection with the development/ construction of the Project(s)) paid/ payable by the Promoter up to the date of handing over the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) to the allottee(s) or the competent authority, as the case may be, after obtaining the necessary approvals from competent authority for the purposes of such possession:

Provided that, in case there is any change / modification in the taxes/ charges/ fees/ levies etc., the subsequent amount payable by the allottee to the promoter shall be increased/ decreased based on such change / modification:

Provided further, if there is any increase in the taxes/ charges/ fees/ levies etc. 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(s) the details of the taxes/ fees/ charges/ levies etc. paid or demanded along with the acts/ rules/ notifications together with dates from which such taxes/ fees/ charges/ levies etc. have been imposed or become effective;
- (iv) The Total Price of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) includes recovery of price of land, development/ construction of [not only of the Apartment/ Unit/ Plot] but also of the Common Areas (if applicable), internal development charges, infrastructure augmentation charges, external development charges, taxes/ fees/ levies etc., 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) in 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/ fees/ levies etc. 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 unless agreed upon by the allottee(s).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned building 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 and Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities. 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 and Rules made thereunder or as per approvals/ instructions/ guidelines of the competent authorities.
- 1.7 *[Applicable in case of an apartment/ unit]* The Promoter shall confirm to the carpet area that has been allotted to the Allottee after the construction of the Building/ Unit, as the case may be, is complete and the occupation certificate/ part occupation (as the case may be) 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 90 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, which is not more than five percent of the carpet area of the apartment, allotted to the 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.

[OR]

[Applicable in case of a plot] The Promoter shall confirm the area of a plot as per approved demarcation-cum-zoning plan that has been allotted to the Allottee(s) after the development of the plotted area alongwith essential services [as mandated by Rules and Regulation of competent authority] is complete. The Promoter shall inform the allottee about any details of the changes, if any, in the area. The total price payable for the area shall be recalculated upon confirmation by the Promoter. If there is reduction in the area then the Promoter shall refund the excess money paid by Allottee within 90 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 area, which is not more than five percent of the area of the plot, allotted to the 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 meter 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable);
 - (ii) The Allottee shall also have a right in the Common Areas as provided under Rule 2(1)(f) of Rules, 2017 of the State. The Allottee(s) 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/ competent authorities after duly obtaining the occupation certificate/ part occupation certificate/ part completion/ completion certificate from the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017 of the State;
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be).
- 1.9 The Promoter agrees to pay all outstanding payments before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of such outstanding (including land cost, ground rent, municipal or other local taxes/ charges/ levies etc., 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 outstanding(s) 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 outstanding(s) 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.

- 1.10 The Allottee has paid a sum of ` _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) at the time of application; the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) 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 Rule 15 of HRERA Rules, 2017.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction/ development 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 residing 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 other 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 any other 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 all necessary formalities as specified and 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable), 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017.

6. CONSTRUCTION/ DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan/ demarcation-cum-zoning/ site plan/ building plan, specifications, amenities, facilities, etc. depicted in the advertisement/ brochure/ agreement/ website (as the case may be) regarding the project(s) where the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) is located and has accepted the floor/ site plan, payment plan and the specifications, amenities, facilities, etc. [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 bye-laws such as Haryana Building Code, 2017, FAR, density norms, provisions prescribed, approved plans, terms and condition of the license/ allotment as well as registration of RERA, etc. 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 provisions and norms 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 Rules made thereunder or as per approvals/instructions/ guidelines of the competent authorities, and any breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT/ ANY OTHER USAGE (AS THE CASE MAY BE):

- 7.1 **Schedule for possession of the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage** - The Promoter agrees and understands that timely delivery of possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017, is the essence of the Agreement.

The Promoter assures to hand over possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be) alongwith parking (if applicable) as per agreed terms and conditions unless there is delay due to “*force majeure*”, Court orders, Government policy/ guidelines, decisions affecting the regular development of the real estate project. If, the completion of the Project is delayed due to the above conditions, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage (as the case may be).

The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure and above mentioned conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee, the entire amount received by the Promoter from the allottee within ninety days. 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 **(A) Procedure for taking possession of Plot** - The Promoter, upon obtaining the approved demarcation-cum-zoning plan/ provision of services by the colonizer/ promoter, duly certifying/ part completion certificate, as the case may be, in respect of plotted colony shall offer in writing the possession of the plot within three months from the date of above, to the Allottee(s) as per terms of this Agreement.

The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall provide a copy (on demand) of approved demarcation-cum-zoning plan/ provision of services by the colonizer/ part completion certificate in respect of plotted development [Residential/ Commercial/ Industrial/ IT Colony/ any other usage (as the case may be) alongwith parking (if applicable)] at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

(B) Procedure for taking possession of built-up Unit/ Apartment - The Promoter, upon obtaining the occupation certificate or part thereof of building blocks in respect of Group Housing/ Commercial/ IT Colony/ Industrial/ any other usage (as the case may be) alongwith

parking (if applicable) shall offer in writing the possession of the unit/ apartment within three months from the date of above approval, to the Allottee(s) as per terms of this Agreement.

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 promoter shall provide copy (on demand) of occupation certificate or part thereof in respect of Group Housing/ Commercial/ IT Colony/ Industrial/ any other usage (as the case may be) alongwith parking (if applicable) at the time of conveyance of the same. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges and holding charges as determined by the Promoter/ association of allottees/ competent authority, as the case may be.

- 7.3 **Failure of Allottee to take Possession of Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage to the allottee as per terms and condition of the agreement.

In case the Allottee fails to comply with the essential documentation, undertaking, etc. or fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges and holding charges as specified in para 7.2.

- 7.4 **Possession by the Allottee** - After obtaining the occupation certificate of the building blocks in respect of Group Housing colony/ Commercial colony/ IT Colony or approved Zoning-cum-Demarcation Plan/ provision of the services by the colonizer/ promoter, duly certifying/ part completion, in respect of a plotted colony, as the case may be and handing over the physical possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable) to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, and common areas to the association of allottees or the competent authority, as the case may be as provided under Rule 2(1)(f) of Rules, 2017.

- 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 and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety 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*”, Court orders, Government policy/ guidelines, decisions, if the promoter fails to complete or is unable to give possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable).

- (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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within **ninety** days of it becoming due.

Provided that 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 offer of the possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage, which shall be paid by the promoter to the allottee within **ninety** 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) All approvals, licenses, sanctions and permission issued by the competent authorities with respect to the Project(s) or phase(s), as the case may be, as well as for the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage being sold to the

allottee(s) 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(s) or phase(s), as the case may be, as well as for the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage and for common areas as provided under Rule 2(1)(f) of Rules, 2017;

- (v) 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;
- (vi) 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable) to the Allottee(s), common areas to the association of allottees or the competent authority, as the case may be, as provided under Rule 2(1)(f) of Rules, 2017;
- (ix) 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;
- (x) 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 offer of possession of plot/ apartment/ commercial unit/ IT unit has been issued, as the case may be and as per the provisions of the Haryana Development and Regulation of Urban Areas Act, 1975, rules thereof, equipped with all the specifications, amenities ,facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017;
- (xi) 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*”, Court orders, Government policy/ guidelines, decisions, 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 developed Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable) 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 Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage 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 or part thereof has been issued by competent authority.

[OR]

For the purposes of developed plot, it shall mean the plot, having provision of water supply, sewerage, electricity, roads or any other amenities approved in the demarcation-cum-zoning plan, essential for habitable environment (as per guidelines of the competent authority) and for the same the promoter has obtained demarcation-cum-zoning plan/ part completion/ completion certificate, as the case may be;

- (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:

- (ii) 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/ development milestones and only thereafter the Allottee be required to make the next payment without any interest for the period of such delay; or
- (iii) 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 plot/ unit/ apartment, along with interest at the rate prescribed in the Rules within ninety 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable), which shall be paid by the promoter to the allottee within ninety 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 two 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 ninety days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT/ any other usage alongwith parking (if applicable) in favour of the Allottee and refund the money paid to him by the allottee by forfeiting the booking amount paid for the allotment and interest component on delayed payment (payable by the customer for breach of agreement and non payment of any due payable to the promoter). The rate of interest payable by the allottee to the promoter shall be the State Bank of India highest marginal cost of lending rate plus two percent. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation. On such default, the Agreement and any liability of the promoter arising out of the same 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 UNIT/ APARTMENT/ PLOT:

The promoter on receipt of total price of the plot as per 1.2, shall execute a conveyance deed preferably within three months but not later than six months from possession and convey the title of the plot for which possession is granted to the allottee.

[OR]

The promoter, on receipt of total price of Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable), shall execute a conveyance deed in favour of allottee(s) preferably within three months but not later than six months from possession.

Provided that, the unit/ apartment/ plot is equipped with all the specifications, amenities, facilities as per the agreed terms and conditions and common areas as provided under Rule 2(1)(f) of Rules, 2017. However, in case, the Allottee fails to deposit the stamp duty and/ or registration charges, other ancillary 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 such stamp duty, registration charges, other ancillary charges are paid by the Allottee to the Promoter.

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 or competent authority, as the case may be, upon the issuance of the occupation certificate/ part thereof, part completion certificate/ completion certificate of the project, as the case may be. The cost of such maintenance has been included in the Total Price of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage.

In case, the allottee/ association of allottees fails to take possession of the said essential services as envisaged in the agreement or prevalent laws governing the same, then in such a case, the promoter or the developer has right to recover such amount as spent on maintaining such essential services beyond his scope.

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 ninety 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.

Provided that, the promoter shall not be liable for any such structural/ architectural defect induced by the allottee(s), by means of carrying out structural or architectural changes from the original specifications/ design.

13. RIGHT TO ENTER THE UNIT/ APARTMENT/ PLOT FOR REPAIRS AND MAINTENANCE WORKS:

The Promoter/ maintenance agency/ association of allottees/ competent authority shall have rights of access of Common Areas, parking spaces for providing necessary maintenance services and the allottee(s) agrees to permit the association of allottees and/ or maintenance agency/ competent authority to enter into the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage after giving due notice and entering the said premises during the normal working hours, unless the circumstances warrant otherwise, with a view to rectify such defect(s).

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 Promoter/ Allottee(s) 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, maintenance agencies/ competent authority for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/ APARTMENT/ PLOT:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable) 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable), 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable) and keep the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable), 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/ Association of allottees 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/ Association of allottees shall not store any hazardous or combustible goods in the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) or place any heavy material in the common passages or staircase of the Building. The promoter/ allottees/ association of allottees shall ensure that they will not create any hindrance by way of locking, blocking, parking or any other manner in right of passage or access or common areas which otherwise are available for free access. The Allottee/ Association of allottees shall also not remove any wall, including the outer and load bearing wall of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable), as the case may be.
- 15.3 The Allottee/ Association of allottees 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/ competent authority. 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage alongwith parking (if applicable) with the full knowledge of all laws, rules, regulations, notifications applicable in the State and related 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 guidelines/ permissions/ directions or sanctions by competent authority.

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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) 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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable).

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 relevant Acts, Rules and Regulations/ bye laws, instructions/ guidelines and decisions of competent authority prevalent in the State. The Promoter hereby is showing the detail of various compliance of above as applicable:

Details of approvals/ compliances to be provided:-

- (A) _____;
- (B) _____;
- (C) _____;
- (D) _____;
- (E) _____;

20. BINDING EFFECT:

By just 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. Secondly, the allottee and the promoter have an obligation to execute the agreement and also register the said agreement as per the provision of the relevant Act of the State.

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 further execute the said agreement and register the said agreement, as per intimation by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within sixty 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. If, however, after giving an fair opportunity to the allottee to get this agreement executed, the allottee does not come forward or is incapable of executing the same, then in such a case, the promoter has an option to forfeit ten percent of booking amount.

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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable).

22. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties concerned in said agreement.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):

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 Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) in case of a transfer, as the said obligations go along with the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) 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(s) 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(s) 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 area/ carpet area of the Plot/ Unit/ Apartment for Residential/ Commercial/ Industrial/ IT Colony/ any other usage and parking (if applicable) bears to the total area/ carpet area of all the Unit/ 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 as per provisions of the relevant State Act at _____. 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 unit/ 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 prevalent in the State 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 above terms and conditions or the Acts and the Rules and Regulations made thereunder and prevalent in the State.]

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 PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE AND PARKING (IF APPLICABLE)

SCHEDULE 'B' - FLOOR/ SITE PLAN OF THE UNIT/ APARTMENT/ PLOT

SCHEDULE 'C' - PAYMENT PLAN

SCHEDULE 'D' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PLOT/ UNIT/ APARTMENT FOR RESIDENTIAL/ COMMERCIAL/ INDUSTRIAL/ IT COLONY/ ANY OTHER USAGE)

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]

Explanation:- (a) The promoter shall disclose the existing Agreement for Sale entered between Promoter and the Allottee in respect of ongoing project along with the application for registration of such ongoing project. However, such disclosure shall not affect the validity of such existing agreement (s) for sale between Promoter and Allottee in respect of apartment, building or plot, as the case may be, executed prior to the stipulated date of due registration under Section 3(1) of the Act.

(b) This is a model form of Agreement, which may be modified and adapted in each case having regard to the facts and circumstances of respected case. But in any event, matter and substance mentioned in those Clauses, which are in accordance with the Statute and mandatory according to the provisions of the Act shall be retained in each and every agreement executed between the promoter and allottee. Any Clause in this agreement found contrary to or inconsistent with any provision of the Act, Rules, and regulation would be void ab-initio.