

Government of Jharkhand
Urban Development & Housing Department

Notification

No.- 06 / TCPO(विविध)-09 / 2016-नवि०.....

3261/17

Ranchi, Dated.....

18/05/17

In exercise of the powers conferred by sub-section (1) of section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016), the Government of Jharkhand, hereby makes the following rules, namely:-

CHAPTER - I

PRELIMINARY

1. Short title and Commencement:-

- 1.2 These rules may be called the 'Jharkhand Real Estate (Regulation and Development) Rules, 2017 (Central act of 2016).
- 1.3 They shall come into force on the date of their publication in the official gazette.
- 1.4 These rules shall apply to entire state of Jharkhand.

2. Definitions:-

- 2.1 "Act" means the Real Estate (Regulation and Development) Act, 2017;
- 2.2 "Association of allottees" means a collective of the allottees of a real estate project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members, and shall include the authorized representatives of the allottees ;
- 2.3 "Authenticated copy" shall mean a self-attested copy of any document;
- 2.4 "Annexure" means an annexure appended to these rules.
- 2.5 "Carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.

Explanation. — For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an apartment, meant for the exclusive use of the allottee; and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net

[Signature]

[Signature]

usable floor area of an apartment, meant for the exclusive use of the allottee;

2.6 "Completion certificate" means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;

2.7 "Common Area" mean:

2.7.1 The entire land for real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;

2.7.2 The stair cases, lifts, and lift lobbies, fire escapes, and common entrances and exits of buildings;

2.7.3 The common basements, terraces, parks, play ground, open parking areas and common storage spaces;

2.7.4 The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community services personnel;

2.7.5 Installation of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating system for water conservation and renewable energy.

2.7.6 The water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use.

2.7.7 All community and commercial facilities as provided in the real estate project;

Explanation- community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.

2.7.8 All other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use,

2.8 "Department" means Urban Development & Housing Department, Government of Jharkhand;

2.9 "Form" means a form appended to these rules;

2.10 "Government" means the Government of Jharkhand;

2.11 "Occupancy certificate" means the occupancy certificate, or such other certificate by whatever name called, issued by the competent authority permitting occupation of any building, as provided under local laws, which has provision for civic infrastructure such as water, sanitation and electricity;

2.12 "Section" means a section of the Act;

2.13 "Selection Committee" means the selection committee constituted under section-22 and section- 46 (3) of the Act in accordance with these rules.

2.14 "Search Committee" means the search committee constituted under these rules to assist the selection committee and

2.15 Words and expressions used but not defined in these rules, but defined in the act, shall have the meanings respectively assigned to them in the Act.

CHAPTER - II

REAL ESTATE PROJECT

3. Information and documents to be furnished by the promoter for registration of project:-

3.1 A promoter shall furnish the following additional information and documents, along with those specified under the sections 4 of the Act, for registration of the real estate project with the regulatory authority namely :-

- 3.1.1 Authenticated copy of the PAN card of the promoter;
- 3.1.2 Audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years.
- 3.1.3 The number of open parking areas and the number of covered parking areas available in the real estate project;
- 3.1.4 Copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents with authentication of such title; if such land is owned by another person;
- 3.1.5 Details of encumbrances on the land on which development is proposed including details of any rights, title, interest, dues, litigation and name of party in or over such land along with details;
- 3.1.6 Where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
- 3.1.7 Name, 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.

3.2 The application referred to in sub- section (1) of section 4 shall be made in Form 'A', in triplicate, until the application procedure is made web based as provided under sub-section (3) of section 4 of the act.

3.3 The promoter shall pay a registration fee at the time of application for registration by way of a demand draft or a bankers cheque drawn on any

scheduled bank or through online payment mode, as the case may be, for a sum calculated at the rate of:-

3261
18/05/17

3.3.1 In case of residential project, five rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees ten per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than five lakhs rupees.

3.3.2 In case of mixed development (residential and commercial) project, rupees ten per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees fifteen for projects, where the area of land proposed to be developed exceeds one thousand square meters but shall not be more than seven lakhs rupees;

3.3.3 In case of commercial projects twenty rupees per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters; or twenty-five rupees per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters, but shall not be more than ten lakhs rupees.

3.3.4 In case of plotted development project, five rupees per square meter, but shall not be more than two lakhs rupees.

3.4 The declaration to be submitted under clause (1) of sub-section (2) of section 4, shall be in Form 'B', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

3.5 In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of 30 days provided under sub section (1) of section 5, registration fee to extent of ten percent paid under sub-rules (3) above, or rupees fifty thousand whichever is more, shall be retained as processing fee by the regulatory authority and the remaining amount shall be refunded to the promoter within 30 days from the date of such withdrawal.

4. Disclosure by promoters of existing projects:-

4.1 Upon the notification for commencement of sub-section (1) of section 3, the promoter of an ongoing project which has not received completion certificate shall, within the time specified in the said sub-section, make an application to the Authority as provided in rule 3.



- 3261
18/05/19
- 4.2 The promoter shall disclose all project details as required under the act and the rules and regulation made thereunder, including the status of the project and the extent of completion:-
 - 4.2.1 The original sanctioned plan, layout plan and specifications and the subsequent modifications carried out, if any, including the existing sanctioned plan, layout plan and specifications;
 - 4.2.2 The total amount of money collected from the allottees and the total amount of money used for development of the project including the total amount of balance money lying with the promoter;
 - 4.3 The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.
 - 4.4 In case of plotted development, the promoter shall disclose the area of the plot being sold to the allottees.
 5. **Withdrawal of sums deposited in separate account:-**
 - 5.1 For the purposes of sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act, the land cost shall be the cost incurred by the promoter, whether as an outright purchase, lease charges and will include the charges incurred to obtain the approval of the competent authority.
 - 5.2 For the purposes of clause (D) of clause (1) of sub-section (2) of section 4 of the Act, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project.
 6. **Grant or rejection of registration of project:-**
 - 6.1 Upon the registration of a project as per section 5 read with rule 3 of the Act, as the case may be, the Authority shall issue a registration certificate with a registration number in Form 'C' to the promoter.
 - 6.2 In case of rejection of the application as per section 5 of the Act, the Regulatory Authority shall inform the applicant in Form 'D';
 7. **Extension of registration of project:-**
 - 7.1 The registration granted under the Act, may be extended by the Authority, on an application made by the promoter in Form 'E', in triplicate, until the application procedure is made web based, within three months prior to the expiry of the registration granted.
 - 7.2 The application for extension of registration shall be accompanied with a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, for an amount

equivalent to twice the registration fees as prescribed under sub-rule (3.3) of rule 3 along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:-

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

326/
18/05/17

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

7.4 In case of extension of registration, the Authority shall inform the promoter about such extension in Form 'F' and in case of rejection of the application for extension of registration the Authority shall inform the promoter about such rejection in Form 'D':-

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

8. Revocation of registration of the project:-

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

9. Agreement for sale:-

9.1 For the purpose of sub -section (2) of section 13 of the Act, the agreement for sale shall be in the form as Form- 'G.'

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

[Handwritten signature]

CHAPTER - III
REAL ESTATE AGENT

10. Application for registration by the real estate agent:-

10.1 Every real estate agent required to register as per sub-section (2) of section 9 of the Act shall make an application in writing to the Authority in Form 'H', in triplicate, until the application procedure is made web based, along with the following documents, namely:-

10.1.1 the brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, company etc.);

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

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

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

10.1.5 the authenticated copy of the address proof of the place of business.

10.1.6 Income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the income tax act, 1961 for any of the three year preceding the application, a declaration to such effect.

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

11. Grant of registration to the real estate agent:-

11.1 Upon the registration of a real estate agent as per section 9 of the Act, the Regulatory Authority shall issue a registration certificate with a registration number in Form 'I' to the real estate agent.

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

11.3 The registration granted under this rule shall be valid for a period of ten years.

12. Renewal of registration of real estate agent:-

12.1 The registration granted to a real estate agent under Section 9, may be renewed as per section 6 on an application made by the real estate agent in Form 'K', which shall not be less than three months prior to the expiry of the registration granted.

12.2 The application for renewal of registration shall be accompanied with a demand drafts drawn on any scheduled bank or through online payment, for a sum of five thousand rupees incase of the real estate agent being an individual or fifty thousand rupees in case of the real estate agent other

12.3 The real estate agent shall also submit all the updated documents set out in clauses 10.1.1 to 10.1.6 of sub-rule (10.1) of rule 10 at the time of application for renewal.

12.4 In case of renewal of registration, the Authority shall inform the real estate agent in Form 'L' about the same and in case of rejection of the application for renewal of registration the Authority, shall inform the real estate agent in Form 'J':

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

12.5 The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provision of the act and the rules and regulations made thereunder.

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

13. Revocation of registration of real estate agent:-

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

14. Maintenance of Books of accounts, records and documents:-

The real estate agent shall maintain and preserve its books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961 (43 of 1961).

15. Other functions of a real estate agent:-

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

CHAPTER – IV

DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

16. Details to be published on the website of the Authority:-

16.1 Details to be published on the website-

For the purpose of clause (b) of section 34, the Regulatory Authority shall ensure that the following information, as applicable, shall be made available on its website in respect of each project registered under the Act, namely:-

16.1.1 Details of the promoter including the following, namely:-

16.1.1.1 Developer or group profile:-

16.1.1.1.1 A brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration as such enterprise and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (whether as proprietorship, societies, limited liability partnership, partnership, company, competent authority);

16.1.1.1.2 Background of promoter:- work experience of the promoter and in case of A newly incorporated or registered entity work experience of the parent entity;

16.1.1.2 Track record of the promoter:-

16.1.1.2.1 Number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the Jharkhand.

16.1.1.2.2 Number of years of experience of the promoter or parent entity, in real estate construction in other states or Union territories;

16.1.1.2.3 Number of completed projects and area constructed till date.

16.1.1.2.4 Number of ongoing projects and proposed area to be constructed.

16.1.1.2.5 Details and profile of ongoing and completed projects for the last five years as provided under clause (b) of sub-section (2) of section 4 of the Act.

16.1.1.3 Litigations:- Details of litigation in the past five years in relation to the real estate projects.

16.1.1.4 Website:-

16.1.1.4.1 web link of the developer or parent entity, as the case may be;

16.1.1.4.2 web link of the project;

16.1.2 Details of the real estate project including the following, namely:-

16.1.2.1 Compliance and registration:-

16.1.2.1.1 authenticated copy of the approvals and commencement received from the competent authority as provided under clause (c) of sub-section (2) of section 4;

16.1.2.1.2 the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of subsection (2) of section 4;

16.1.2.1.3 details of the registration granted by the Authority under the Act.

16.1.2.2 Apartment, plot and garage related details:-

16.1.2.2.1 Details of the number, type and carpet area of apartments for sale in the project as provide under clause (h) of sub-section (2) of section-4

16.1.2.2.2 Details of the number and area of garage/covered parking for sale in the project as provided under clause (1) of sub -section (2) of section 4.

16.1.2.2.3 Details of the number of open parking areas and covered parking areas available in the real estate project;

3261
18/05/17

16.1.2.3 Registered Agents:- names and addresses of real estate agents as provided under clause (J) of sub section (2) of section 4.

16.1.2.4 Consultants:- Details, including name and addresses, of contractors, architect, structural engineers and other persons concerned with the development of the real estate project under clause (K) of sub section (2) of section 4 of the act.

- A. Name and address of the firm;
- B. Names of promoters;
- C. Year of establishment;
- D. Names and profile of key projects completed;

16.1.2.5 Location:- the details of the location of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of sub section (2) of section 4;

16.1.2.6 Development Plan:-

- A. The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub - section (2) of section 4;
- 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;
- D. The stage wise time schedule of completion of the project, including the provisions for civic

infrastructure like water, sanitation and electricity etc.

16.1.3 Financial details of the promoter:-

16.1.3.1 The authenticated copy of the PAN card of the promoter;

16.1.3.2 audited balance sheet of the promoter for preceding financial year and income tax returns of the promoter for three preceding financial years and in case of newly incorporated or registered entity such information shall be disclosed for the parent entity;

16.1.4 The promoter shall upload the following updates on the webpage for the project, within seven days from the expiry of each quarter, namely:-

16.1.4.1 list of number and types of apartments or plots, booked;

16.1.4.2 list of number of garages booked;

16.1.4.3 status of the project:-

16.1.4.3.1 status of construction of each building with photographs;

16.1.4.3.2 status of construction of each floor with photographs;

16.1.4.3.3 status of construction of internal infrastructure and common areas with photographs.

16.1.4.4 Status of approvals:-

16.1.4.4.1 Approvals received;

16.1.4.4.2 Approvals applied and expected date of receipt;

16.1.4.4.3 Approvals to be applied and date planned for application;

16.1.4.4.4 Modifications, amendment or revisions, if any, issued by the competent authority with regard to any sanctioned plans, layout plans, specifications, license, permit or approval for the project;

16.1.5 Downloads;;

16.1.5.1 Approvals-

16.1.5.1.1 No objection Certificates-

a) Consent to Establishment and operate

b) Environment clearance

3261
18/05/12

- c) Fire NOC
 - d) Permission from water and sewerage department
 - e) Height clearance from Airport Authority of India where applicable
 - f) Other approvals as may be required and obtain for the project.
- 16.1.5.1.2 Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases proposed for implementation.
- 16.1.5.1.3 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, whichever is applicable;
- 16.1.5.1.4 Authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority
- 16.1.5.1.5 Floor plans for each tower and block including clubhouse, amenities and common areas;
- 16.1.5.1.6 Any other permission, approval, or license that may be required under applicable law
- 16.1.5.1.7 Authenticated copy of occupancy certificate and completion certificate including its application.

(1) Legal documents-

- a) the details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;
- b) authenticated copy of the legal title deed reflecting the title of the promoter to the

3261
18/05/17

land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;

- c) land title search report from an advocate having experience of at least ten years in land related matter;
- d) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land or non-encumbrance certificate through an advocate having experience of atleast ten years in land related matter;
- e) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;
- f) Sanction letters
 - i. from banks for construction finance
 - ii. from banks for home loan tie ups

16.1.6 Contact details- contact address, contact numbers and email-id of the promoter, authorised person and other officials handling the project.

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

16.1.6.2 for the purpose of clause (d) of section 34, the Regulatory Authority shall ensure that the following information shall be made available on its website in respect of each real

estate agent registered with it or whose application for registration has been rejected or revoked, namely:-

16.1.6.2.1 For real estate agents registered with the Regulatory Authority:-

- i. registration number and the period of validity of the registration of the real estate agent with the Authority;
- ii. brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company etc.);
- iii. particulars of registration as proprietorship, societies, partnership, company etc. including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- iv. name, address, contact details and photograph of the real estate agent, if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;
- v. authenticated copy of the PAN card of the real estate agent;
- vi. authenticated copy of the address proof or the place of business and the contact address, contact numbers and email-id of the real estate agent and its other officials;
- vii. Income tax returns filed under the provisions of the income tax act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the income tax act, 1961 for any of the three year preceding the application, a declaration to such effect.

16.1.6.2.2 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-

- 3261
18/05/17
- i. registration number and the period of validity of the registration of the real estate agent with the Authority;
 - ii. brief details of his enterprise including its name, registered address, type of enterprise (whether as proprietorship, societies, partnership, company etc.);
 - iii. name, address, contact details and photograph of the real estate agent if it is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of other persons;

16.1.6.2.3 such other documents or information as may be specified by the Act or the rules and regulations made there under.

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

over

CHAPTER – V

**RATE OF INTEREST PAYABLE BY PROMOTER AND
ALLOTTEE AND TIMELINES FOR REFUND**

17. Interest payable by promoter and allottee:-

The rate of interest payable by the promoter to the allottee or by the allottee to the promoter, as the case may be, shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

18. Timelines for refund:-

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

CHAPTER – VI


REAL ESTATE REGULATORY AUTHORITY

19. Selection of Chairperson and other Members of Authority:-

- 3261
18/05/17
- 19.1 As and when vacancies of Chairperson or any other Member in the Authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled as per provisions of section 21 of the act.
- 19.2 The State Government shall expeditiously constitute a Selection Committee, as often as may be required, to select persons for appointment as chairperson.
- 19.3 The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government. The Selection Committee shall consist of the following members, namely:-
- 19.3.1 Chief Justice of High court of Jharkhand or his nominee shall be the chairman
- 19.3.2 Additional Chief Secretary or Principal Secretary or Secretary to Government, Urban Development & Housing Department shall be the member and convenor of the selection committee.
- 19.3.3 Principal Law secretary, Government of Jharkhand
- 19.4 The Selection Committee as constituted under sub rule (2) may, for the purpose of selection of the Chairperson or a Member of the Regulatory Authority, devise its own procedure as deems fit including the appointment of search committee and may lay down guidelines and procedure to invite applications from amongst persons having adequate knowledge of and professional experience of at-least twenty years in case of the Chairperson and fifteen years in the case of the Members in urban development, housing, real estate development, infrastructure, economics, technical experts from relevant fields, planning, law, commerce, accountancy, industry, management, social service, public affairs or administration:

Provided that a person who is, or has been, in the service of the State Government shall not be appointed as a Chairperson unless such person has held the post of Additional Chief Secretary or Chief Secretary to the State Government or any equivalent post in the Central Government :

Provided further that a person who is, or has been, in the service of the State Government shall not be appointed as a Member unless such person has held the post of Secretary or Principal Secretary to the State Government or any equivalent post in the Central Government.



- 3261
18/05/17
- 20.
- 19.5 The Selection Committee shall prepare a panel of names possessing the requisite qualification and experience and found suitable for consideration for appointment as Chairperson or Member of the Regulatory Authority.
- 19.6 The State Government shall within thirty days from the date of receipt of the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or other Member, as the case may be.

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

- 20.1 The salaries and allowances payable to the Chairperson and other Members of the Authority shall be as follows-
- 20.1.1 The Chairperson and Member of the Authority shall be paid a consolidated monthly salary equivalent to Chief Secretary and Principal Secretary of the State Government respectively.
- 20.2 **Dearness Allowance and city compensatory Allowance-** The Chairperson or the Member of the Authority shall be entitled to receive Dearness Allowance and other allowances at the rate as are admissible to the Chief Secretary of the State Government or principal Secretary of the State Government respectively:
- 20.2.1 Provided that in case a person appointed as the Chairperson or a member is in receipt of any pension, the pay of such person shall be reduced by the gross amount of pension including any commuted portion thereof drawn by him;
- 20.2.2 Provided further that the Chairperson and other Members shall be entitled to draw admissible allowance on the original basic pay before such fixation of pay.
- 20.3 **Leave-**
- 20.3.1 The Chairperson or a Member shall be entitled to thirty days of earned leave for every year of service. The payment of leave salary during the leave shall be as admissible to the Chief Secretary or the Principal Secretary as the case may be. The Chairperson or Member shall be entitled to encashment of fifty percent of earned leave to his credit at any time.
- 20.3.2 **Leave Sanctioning Authority-**
- Leave Sanctioning Authority in case of-
- 20.3.2.1 The Chairperson of the Authority, shall be the Minister-in-charge of the Urban Development & Housing Department of the State Government and

20.3.2.2 The Members of the Authority, shall be the Chairperson.

20.4 Travelling Allowance and Daily Allowance:-

20.4.1 The Chairperson and the Members while on tour (including the journey undertaken or any expiry of his term to proceed to his hometown) shall be entitled to travelling allowances, daily allowance, transportation of personal effects and other similar matters at the same rate as admissible to the Chief Secretary or the Principal Secretary of the State Government as the case may be;

20.4.2 The Chairperson and every Member shall be his own controlling officer in respect of his bills relating to travelling allowances and daily allowances; and

20.4.3 Domestic official tours: The Chairperson and a Member, while on tour, shall be entitled to the facility of government accommodation in the guest house or inspection bungalows run by the State Government or hotel accommodation in case Government accommodation is not available, as applicable to Chief Secretary or Principal Secretary of Government of Jharkhand.

3261
18/05/17

20.5 Leave Travel Concession:-

The Chairperson and Members shall be entitled to Leave Travel Concession (L.T.C.) at the same rates as admissible to the Chief secretary or the Principal Secretary to the Government as the case may be.

20.6 Medical Facilities:-

The Chairperson and a Members shall be entitled to medical treatment and hospital facilities as provided to the members of Indian Administrative Service of the corresponding grade in the State Government.

20.7 Conveyance facility:-

The Chairperson and a Member shall be entitled to conveyance facilities as admissible to the Chief Secretary or the Principal Secretary to the Government respectively.

20.8 Accommodation to Chairperson and Members:-

20.8.1 The Chairperson and Members of the Authority shall be entitled to get admissible HRA (House Rent Allowance);

20.9 Telephone facilities:-

The Chairperson or Members of the Authority shall be entitled to telephone facilities as admissible to the Chief Secretary or the Principal Secretary of the State Government respectively.



20.10 Other allowance:-

The Chairperson and Members of the Authority shall be entitled to such other allowance as are applicable to the Chief Secretary or the Principal Secretary respectively in the State Government.

Notwithstanding the provisions contained in this rule, if the Chairperson or the Member is a serving officer of the State or Central Government, his entitlement shall be higher of those admissible to him under the applicable service rule.

20.11 Tenure of office:-

20.11.1 The Chairperson and every Member shall, unless removed from office under sub-section (1) of section 26, hold office for a period not exceeding five years from the date he takes charge of the office in that capacity, or till the age of sixty five years, whichever is earlier.

20.11.2 When the Chairperson is unable to discharge his functions owing to absence, illness or any other cause, the senior-most (in order of appointment) Member of the Real Estate Regulatory Authority holding office for the time being shall discharge the functions of the Chairperson until the day, on which the Chairperson resumes the charge of his functions.

20.11.3 If a vacancy occurs in the office of the Chairperson by reason of his death or resignation, the State Government shall nominate senior most Member as per seniority of date of appointment to act as the Chairperson and the Member so nominated shall hold office of the Chairperson until the vacancy is filled by a fresh appointment under sub-section (3) of Section 24 of the Act. Till that period the senior-most (in order of appointment) Member of the Real Estate Regulatory Authority holding office for the time being shall discharge the functions of the Chairperson, until the day on which the Chairperson resumes the charge of his functions.

20.12 Oath of Office and Secrecy:-

20.12.1 Every person appointed to be Chairperson and Member shall, before entering upon their office, make and subscribe to an Oath of Office and of Secrecy in the Forms-I and J, respectively.

20.12.2 Before appointment, the Chairperson and the Member shall have to give an undertaking that he does not and will not have any such financial or other interest as is likely to affect prejudicially his functions as such Chairperson or Member.

21. Administrative powers of the Chairperson of Authority –

21.1 The Chairperson of the Authority shall exercise the administrative powers in respect of-

- 3261
18/05/17
- 21.1.1 Matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies with the approval of the government;
 - 21.1.2 Matters pertaining to creation and abolition of posts;
 - 21.1.3 Matters pertaining to appointments, promotions and confirmation for all posts;
 - 21.1.4 Acceptance of resignations by any Member, officer or employee;
 - 21.1.5 Officiating against sanctioned posts;
 - 21.1.6 Authorization of tours to be undertaken by any Member, officer or employee within and outside India and allowance to be granted for the same;
 - 21.1.7 Matters in relation to reimbursement of medical claims;
 - 21.1.8 Matters in relation to grant or rejection of leaves;
 - 21.1.9 Permission for hiring of vehicles for official use;
 - 21.1.10 Nominations for attending seminars, conferences and training courses in India or abroad;
 - 21.1.11 Permission for invitation of guests to carry out training course;
 - 21.1.12 Matters pertaining to staff welfare expenses;
 - 21.1.13 Sanction or scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
 - 21.1.14 Matters relating to disciplinary action against any Member, officer or employee.

21.2 The Chairman of the Authority shall also exercise such other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and the rules and regulations made there under.

CHAPTER – VII

POWERS AND FUNCTIONS OF THE AUTHORITY

22. Functioning of the Authority:-

- 326/
18/05/17
- 22.1 The office of the regulatory authority shall be located at Ranchi or at such place as may be determined by the State Government by notification.
 - 22.2 The working days and office hours of the regulatory authority shall be the same as that of the State Government.
 - 22.3 The official common seal and emblem of the regulatory authority shall be such as the State Government may specify.

23. Additional powers of the Authority:-

- 23.1 In addition to the powers specified in sub-section (2) of section 35 of the act, the regulatory authority shall have the following additional powers:
 - 23.1.1 Require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;
 - 23.1.2 Requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (Central Act 1 of 1872), any public record or document or copy of such record or document from any office.
- 23.2 The Regulatory Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the regulatory authority in the conduct of any inquiry or proceedings before it.
- 23.3 On receipt of the application in prescribed form and complete in all respects under section 4 of the act read with rule 3 for registration of a project, the Authority may review the documents submitted along with the application under rule 3 and enquire, *inter-alia*, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time specified under sub-section (1) of section 5 of the act, namely:-
 - 23.3.1 the nature of rights and interest of the promoter to the land which is proposed to be developed;
 - 23.3.2 extent and location of area of land proposed to be developed;
 - 23.3.3 layout plan of the project;
 - 23.3.4 financial, technical and managerial capacity of the promoter to develop the project;

23.3.5 plan regarding the development works to be executed in the project; and

23.3.6 Conformity of development of the project with neighboring areas.

23.4 The Authority may in the interest of the allottees, enquire 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:

23.4.1 withdrawn the said amounts from the account maintained as provided under sub-clause (D) of clause (I) of sub-section (2) of section 4; or

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

23.4.3 Recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

24. Manner of recovery of interest, penalty and compensation:-

Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as arrears of land revenue shall be carried out in the manner provided in the Jharkhand Land Revenue Act, 1964 and the rules made there under.

25. Manner of implementation of order, direction or decisions of the adjudicating officer, the Authority or the Appellate Tribunal:-

For the purpose of sub-section (2) of section 40 of the act, every order passed by the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, regulatory authority or the Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, regulatory authority or Appellate Tribunal, as the case may be, in the event of its inability to execute the order, send such order to the principal civil court, to execute such order either within the local limits of whose jurisdiction the real estate project is located or in the principal civil court within the local limits of whose jurisdiction the person against whom the order is being issued, actually and voluntarily resides, or carries on business, or personally works for gain.

CHAPTER – IX

CONDITIONS OF SERVICE OF OFFICERS AND OTHER EMPLOYEES OF THE AUTHORITY

26. Categories of officers and employees of the Authority and pay scales:-

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

27. Conditions of service.-

27.1 The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay;

Provided that the provisions of the Jharkhand Civil Services shall apply to the officers and employees of the Authority subject to modification specified in the schedule to these rules.

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

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

27.4 The term of the appointment of consultants or experts may be terminated by the Authority by serving one months notice.

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

28. Functioning of Authority –

28.1 The office of the Authority shall be located at such place as may be determined by the State Government by notification.

- 3261
18/05/17
- 28.2 The working days and office hours of the Authority shall be the same as that of the normal working days and office hours of the other offices of the State Government.
- 28.3 The official common seal and emblem of the Authority shall be such as the State Government may specify.
- 28.4 Every notice, order and direction of the Authority shall bear the seal of the Authority which shall be in custody with the person designated by the Chairperson.
- 28.5 The Authority shall ordinarily have sittings at its headquarters and at such other places as the Chairperson may by general or special order specify.

29. Additional powers of Authority :-

- 29.1 In addition to the powers specified in clause (iv) of sub-section (2) of section 35 of the act, the Authority shall exercise the following additional powers,-
- 29.1.1 Require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;
- 29.1.2 Requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (1 of 1872), any public record or document or copy of such record or document from any office.
- 29.2 The Regulatory Authority may call upon such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, town planning/urban planning, architecture, law or engineering or from any other disciplines it deems necessary, to assist the Authority in the conduct of any inquiry or proceedings before it.
- 29.3 The Authority may in the interest of the allottees, inquire into the payment of amounts imposed as penalty, interest or compensation, paid or payable by the promoter, in order to ensure that the promoter has not:-
- 29.3.1 Withdrawn the said amounts from the account maintained under sub-clause (D) of clause (l) of sub-section(2) of section 4; or
- 29.3.2 Used any amounts paid to such promoter by the allottees for that real estate project for which the penalty, interest or compensation is payable, or any other real estate project; or
- 29.3.3 Recovered the amounts paid as penalty, fine or compensation from the allottees of the relevant real estate project or any other real estate project.

30. **Recovery of interest, penalty and compensation:-**

Subject to the provisions of sub-section (1) of the section 40, the recovery of the amounts due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under local laws.

31. **Manner of implementation of order, direction or decisions of the adjudicating officer the regulatory authority or the appellate tribunal:-**

For the purpose of sub-section (2) of section 40 of the act, every order passed by the adjudicating officer, Regulatory Authority or Appellate Tribunal, as the case may be, under the act or the rules and regulations made thereunder, shall be enforced by the Adjudicating officer, Regulatory Authority or Appellate Tribunal in the same manner as if it were a decree or order made by the principal civil court in a suit pending therein and it shall be lawful for the adjudicating officer, Regulatory Authority or appellate tribunal as the case may be, in the event of its inability to execute such order either within the local limits of whose jurisdiction the person, against whom the order is being issued, actually and voluntarily resides, or carries on business, or personality works for gain.

CHAPTER – X

CONDITIONS OF SERVICE OF OFFICERS AND OTHER EMPLOYEES OF THE AUTHORITY

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

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

33. Conditions of service:-

33.1 The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to officers and employees of the State Government and drawing the corresponding scales of pay;

Provided that, the provisions of the Jharkhand Civil Services Rules shall apply to the officers and employees of the Authority subject to modification specified in the schedule to these rules.

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

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

33.4 The term of the appointment of consultants or experts may be terminated by the Authority by serving one months notice.

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

CHAPTER – XI

REAL ESTATE APPELLATE TRIBUNAL

34. Appeal and the fees payable:-

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

34.2 Every appeal shall be filed in Form 'M', alongwith the following documents, namely:-

34.2.1 An attested true copy of the order against which the appeal is filed;

34.2.2 An attested Copies of the documents relied upon by the appellant and referred to in the appeal; and

34.2.3 An index of the documents.

34.3 Procedure for filling the appeal shall be as decided by the Appellate Tribunal.

35. Selection of Members of Appellate Tribunal :-

35.1 The Chairperson of the Appellate Tribunal shall be appointed by the State Government in consultation with the Chief Justice of High Court of Jharkhand under provisions of sub section (2) of section 46 of the Act.

35.2 As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled in consonance with provisions of section 46 of the Act.

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

35.4 The Selection Committee shall select two persons for each vacancy and recommend the same to the state Government.

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

35.6 The State Government shall within 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.

36. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of Appellate Tribunal:-

36.1 The salaries and allowances payable to the Chairperson and Members of the Appellate Tribunal shall be as follows,-

36.1.1 The salary, allowances, facilities and pension payable to and condition of service of the Chairperson shall those of a Judge of a High Court of Jharkhand;

36.1.2 The full time member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as a member of the Appellate Tribunal.

Provided that, if the Chairperson or a Member, before the date of assuming office as chairperson or a member, as the case may be, was in receipt of or being eligible so to receive the pension (other than disability pension) in respect of any previous service under the Central or State Government, his salary in respect of service as a Chairperson or as a Member, as the case may be, shall be reduced by the amount of that pension and dearness relief thereon, including any portion of the pension, which may have been commuted.

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

36.3 The other allowances and conditions of service of the Chairperson and the other Member shall be such as determined by the State Government from time to time.

37. Inquiry of the charges against Chairperson or Member of Authority or Appellate Tribunal:-

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

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

- 326/
18/05/17
- 37.3 The State Government shall forward to the Judge appointed under sub-rule (2), copies of:-
- 37.3.1 The statement of charges against the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be; and
- 37.3.2 Material documents relevant to the inquiry.
- 37.4 The Chairperson or Member of the Authority or Appellate Tribunal, as the case may be, shall be given a reasonable opportunity of being heard with respect to the charges within the time period as may be specified in this behalf by the Judge conducting the inquiry in the matter.
- 37.5 Where it is alleged that the Chairperson or Member of an Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.
- 37.6 After the conclusion of the investigation, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.
- 37.7 After receipt of the report under sub-rule (6), the State Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.
38. **Salary and allowances payable and other terms and conditions of service of officers and other employees of Appellate Tribunal:-**
- 38.1 The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, as applicable to officers and employees of the appropriate Government and drawing the corresponding scales of pay.
- 38.2 The appropriate Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees, as the case may be.
39. **Additional powers of Appellate Tribunal:-**
- 39.1 In addition to the powers specified in clause (g) of sub-section(4) of section 53, the Appellate Tribunal shall exercise the following additional powers:-

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

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

3261
18/05/18

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

40. Administrative powers of Chairperson of Appellate Tribunal:-

40.1 The Chairperson of the Appellate Tribunal shall exercise the administrative powers in respect of:-

40.1.1 Matters pertaining to staff strength, wages and salary structures, emoluments, perquisites and personnel policies;

40.1.2 Matters pertaining to creation and abolition of posts;

40.1.3 Matters pertaining to appointments, promotions and confirmation for all posts;

40.1.4 Acceptance of resignations by any Member, officer or employee;

40.1.5 Officiating against sanctioned posts;

40.1.6 Authorization of tours to be undertaken by any Member, officer or employee: within and outside India;

40.1.7 Matters in relation to reimbursement of medical claims;

40.1.8 Matters in relation to grant or rejection of leaves;

40.1.9 Permission for hiring of vehicles for official use;

40.1.10 Nominations for attending seminars, conferences and training courses in India or abroad;

40.1.11 Permission for invitation of guests to carry out training course;

40.1.12 Matters pertaining to staff welfare expenses;

40.1.13 Sanction or scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;

40.1.14 All matters relating to disciplinary action against any Member, officer or employee.

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

41. Functioning of Appellate Tribunal:-

41.1 The office of the Appellate Tribunal shall be located at such place as may be determined by the appropriate Government by notification.

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

41.3 The official common seal and emblem of the Appellate Tribunal shall be such as the appropriate Government may specify.

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

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

CHAPTER – XII

OFFENCES AND PENALTIES

42. Terms and conditions and the fine payable for compounding of offence—

42.1 The court shall, for the purposes of compounding any offence punishable with imprisonment under the Act, accept an amount as specified in the Table below:-

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

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

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

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

CHAPTER XIII

FILING OF COMPLAINT WITH THE AUTHORITY AND THE ADJUDICATING OFFICER

43. Filing of complaint with the Authority and inquiry by Authority –

43.1 Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'N', in triplicate, until the application procedure is made web based, which shall be accompanied by a fees of one thousand rupees in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favour of Authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through online payment, as the case maybe.

43.2 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:-

43.2.1 Upon receipt of the complaint, the Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;

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

43.2.3 The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

43.2.4 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,-

43.2.4.1 Pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;

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

- 326/
18/05/17
- 43.2.5 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;
- 43.2.6 In case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;
- 43.2.7 The Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
- 43.2.8 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);
- 43.2.9 On the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that,-
- 43.2.9.1 The respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder, it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;
- 43.2.9.2 The respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder, the Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;
- 43.2.10 If any person fails, neglects or refuses to appear, or present himself as required before the Authority, the Authority shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.
- 43.3 The procedure for 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.
- 43.4 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.

44. Filing of complaint with the adjudicating officer and inquiry by adjudicating officer –

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

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

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

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

44.2.3 The notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

44.2.4 On the date so fixed, the adjudicating officer shall explain to the respondent 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:-

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

44.2.4.2 Does not plead guilty and contests the complaint, the adjudicating officer shall demand and explanation from the respondent;

44.2.5 In case the adjudicating officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;

44.2.6 In case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing into the

complaint it may order production of documents or other evidence on a date and time fixed by him;

44.2.7 The adjudicating officer shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

44.2.8 The adjudicating officer shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry, and in taking such evidence, the adjudicating officer shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (11 of 1872);

44.2.9 On the date so fixed, the adjudicating officer upon consideration of the evidence produced before him and other records and submissions is satisfied that the respondent is,-

44.2.9.1 Liable to pay interest and compensation, as the case may be, the adjudicating officer may, by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder; or

44.2.9.2 Not liable to any interest and compensation, as the case may be, the adjudicating officer may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;

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

44.3 The procedure for day to day functioning of the adjudicating officer, which have not been provided by the Actor the rules made thereunder, shall be as specified by regulations made by the Authority.



CHAPTER – XIV
MISCELLANEOUS

45. Interpretation:-

If any question arises relating to the interpretation of these rules or when express provision has not been made in these rules about a particular matter, the same shall be referred to the Department for its decision. Such decision shall be issued by the Department after obtaining approval from the Chief Secretary, which shall be binding.

46. Residuary provision:-

Matters relating to the terms and conditions of service of the Chairperson or a Member with respect to which no express provision has been made in these rules, shall be referred by the Authority to the State Government for its decision, and the decision of the State Government thereon shall be applicable to the Chairperson or Member, as the case may be.

47. Power to relax:-

The State Government shall have power to relax any provision of these rules in respect of Chairperson or any other Member for reasons to be recorded in writing.

CHAPTER – XV
BUDGET AND REPORT


48. Budget, Accounts and Audit:-

- 48.1 At the end of the financial year of every year, the Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts in section 77 as per Form 'P'.
- 48.2 The Authority shall preserve the accounts and other relevant records prepared under sub-rule (1) for a minimum period of five years.
- 48.3 The accounts and other relevant records under sub-rule (1) shall be signed by the Chairperson, Members, Secretary and the officer in-charge of Finance and Accounts.
- 48.4 The accounts of the Authority and the audit report shall, as soon as possible, be submitted to the State Government for laying before the Parliament.

49. Annual Report:-

- 49.1 The Authority shall prepare its annual report as provided in section 78 in Form 'Q'.
- 49.2 The Authority may also include in the Annual Report such other matters as deemed fit by the Authority for reporting to the State Government.
- 49.3 The annual report shall, after adoption at a meeting of the Authority and signed by the Chairperson and Members and authenticated by affixing the common seal of the Authority, with requisite number of copies thereof, be submitted to the State Government within a period of one hundred and eighty days immediately following the close of the year for which it has been prepared.

By the order of Governor of Jharkhand


(Rajesh Kumar Sharma)
Secretary to Government

Memo No.- 06 / TCPO(विविध)-09 / 2016-नवि०.....

3261(232)

Ranchi, Dated.....

18/05/17

Copy to: Superintendent, Govt. Press, Hinoo, Ranchi for publication in extraordinary gazette of Jharkhand/Nodal Officer, e-gazette, Urban Development and Housing Department, Govt. of Jharkhand for information and necessary action.

18/05/17

Memo No.- 06 / TCPO(विविध)-09 / 2016-नवि०.....

3261(232)

Secretary to Government

Ranchi, Dated.....

18/05/17

Copy to: PS to Hon'ble Chief Minister, Jharkhand/PS to Hon'ble Departmental Minister/Chief Secretary, Jharkhand/Additional Chief Secretary, Principal Secretary/Secretary, All Departments/Director, SUDA/Director, DMA/Divisional Commissioner, All Divisions/All Deputy Commissioner, Jharkhand/All Urban Local Bodies/VC, RRDA/MD, MADA/Town Planner/All Officers of Urban Development and Housing Department, Govt. of Jharkhand for information and necessary action.

18/05/17

Secretary to Government

ममो

FORM 'A'

[See rule 3(3.2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

- The Real Estate Regulatory Authority (Name of Place)

Sir,

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

1. The requisite particulars are as under:-

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

(ii) In case of individual -

- (a) Name
- (b) Father's Name
- (c) Occupation
- (d) Address
- (e) Contact Details (Phone number, E-mail, Fax Number etc.)
- (f) Name, photograph, contact details and address of the promoter

OR

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

- (a) Name
- (b) Address
- (c) Copy of registration certificate as [firm / societies / trust / company / limited liability partnership / competent authority etc.]
- (d) Main objects
- (e) Contact Details (Phone number, E-mail, Fax Number etc.)
- (f) Name, photograph, contact details and address of [chairman / partners / directors] and authorised person etc.

(iii) PAN No. _____ of the promoter;

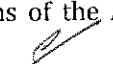
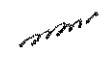
(iv) Name and address of the bank or banker with which account in terms of sub-clause (D) of clause (I) of subsection (2) of section 4 will be maintained _____;

(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];

2/11/11

- (viii) Registration fee by way of a demand draft / bankers cheque dated _____ drawn on _____ bearing no. _____ for an amount of Rs. _____/- calculated as per sub-rule (3) of rule 3 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);
- (ix) Any other information the applicant may like to furnish.
2. [I/We] enclose the following documents, namely:-
- (i) authenticated copy of the PAN card of the promoter;
 - (ii) audited balance sheet of the promoter for preceding financial years and income tax returns of the promoter for three preceding financial years;
 - (iii) copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed to be developed along with legally valid documents with authentication of such title, if such is owned by another;
 - (iv) details of encumbrances on the land on which development is proposed including any rights, title, interest, dues, litigation and name of any party in or over such land along with details.
 - (v) where the promoter is not the owner of the land on which development of project is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which project is proposed to be developed;
 - (vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
 - (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
 - (viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
 - (ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
 - (x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
 - (xi) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any;
 - (xii) the number and areas of garage for sale in the project;
 - (xiii) the number of open parking areas and the number of covered parking areas available in the real estate project;
 - (xiv) the names and addresses of his real estate agents, if any, for the proposed project;
 - (xv) the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;
 - (xvi) a declaration in Form 'B'.
3. [I/We] enclose the following additional documents and information regarding ongoing projects, as required under rule 4, and under other provisions of the Act or the rules and regulations made thereunder, namely:-
- 
- 

- (i)
- (ii)
- (iii)

.....

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

Dated:

Place:

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



FORM 'B'

[See rule 3(3.4)]

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

Affidavit-cum-Declaration

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

I, _____ Son/Daughter/Wife of _____ aged _____ R/O promoter of the project / duly authorised by the promoter of the project] do hereby solemnly declare, undertake and state as under:

1. That [I / promoter] [have / has] a legal title to the land on which the development of the project is proposed

OR

_____ [have/has] a legal title to the land on which the development of the proposed project is to be carried out

AND

a legally valid authentication of title of such land along with an authenticated copy of the agreement between such owner and promoter for development of the real estate project is enclosed herewith.

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

OR

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

3. That the time period within which the project shall be completed by [me / the promoter] is _____.
4. That seventy per cent. of the amounts realised by [me / the promoter] for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn by [me / the promoter] in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn by [me / the promoter] after it is certified by an engineer, an architect and a chartered accountant in practice that the withdrawal is in proportion to the percentage of completion of the project.
7. That [I / the promoter] shall get the accounts audited within six months after the end of every financial year by a chartered accountant in practice, and shall produce a statement of accounts duly certified and signed by such chartered accountant and it shall be verified during the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That [I / the promoter] shall take all the pending approvals on time, from the competent authorities.

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

Deponent

Verification

I _____ son/daughter/wife _____ of
_____ aged _____ R/O _____ do hereby verify that the contents
in 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

mm

[Signature]

FORM 'C'

[See rule 6(6.1)]

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.] _____
R/O _____ Block _____ 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 provided in 'Form G'
 - (ii) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;
 - (iii) The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub-section (2) of section 4;
 - (iv) The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless extended by the Authority in accordance with section 6 read with rules and regulation made under;
 - (v) The promoter shall comply with the provisions of the Act and the rules and regulations made under;
 - (vi) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project.
3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority



FORM 'D'

[See rule 6(6.2), rule 7(7.4); rule 8]

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

From:

The Real Estate Regulatory Authority (Name of place)

To

[Application/Registration] No.: _____

Dated: _____

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

OR

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

OR

You are hereby informed that the registration granted to your project is hereby revoked for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority



FORM 'E'

[See rule 7(7.1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

To

The Real Estate Regulatory Authority (Name of Place)

Sir,

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

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

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

- (i) A demand Draft No. / Bankers Cheque No. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as extension fee as provided under sub-rule (2) of rule 7;
- (ii) Authenticated Plan of the project showing the stage of development works undertaken till date;
- (iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project _____;
- (iv) Authenticated copy of the [permission/approval] from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the Authority;
- (v) The 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 'F'

[See rule 7(7.4)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

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

registered with the Authority vide project registration certificate bearing No. _____ of:-

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

OR

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

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

- (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;
- (ii) The promoter shall deposit seventy per cent. of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (I) of sub-section (2) of section 4;
- (iii) The registration shall be extended by a period of _____ years commencing from _____ and ending with _____ section 6 read with rule 7 of the act;
- (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 is being developed;
- (vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority



10/10/16

ANNEXURE-G

(See sub rule (1) of rule 9)

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20____,

By and Between

[If the promoter is a company]

_____, a company incorporated under the _____ (CIN no. _____), provisions of the Companies Act, 2013, [Central Act 18 of 2013], as the case may be], having its registered office at _____ and its corporate office at _____, represented by its authorized signatory _____ (PAN - _____), (Aadhar no. _____) authorized hereinafter referred to as the "Promoter" vide board resolution dated _____

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm]



, a partnership firm registered under the Indian Partnership Act,

1932(Central Act 9 of 1932), having its principal place of business at

, (PAN

), represented by its authorized Partner

(Aadhar no.

) authorized vide

hereinafter

referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual]

Mr. / Ms.

, (Aadhar no.

) son /

daughter of

, aged about

residing at

mm



, (PAN _____),
hereinafter

called the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof

be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporate
under the provisions of the Companies Act, 2013, [Central Act 18 of 2013], as the case may be],
having its registered office at _____ (PAN _____), represented by
its authorized signatory, _____ (Aadhar no. _____)
_____) duly authorized *vide* board resolution dated _____, hereinafter

referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932,
having its principal place of business at _____, (PAN _____),
represented by its authorized partner, _____ (Aadhar no. _____)
_____ referred to as
authorized *vide* _____, hereinafter the "**Allottee**"

2/1/17

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged _____ about _____, residing at _____

2000

, (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted

assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____

 for self and as the Karta of the Hindu Joint Mitakshara Family known as

 HUF, having its place of business / residence
 at _____, (PAN _____)

), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

WHEREAS:

- A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally _____ square
 _____ admeasuring _____ e
 meters situated at _____ in Tehsil & District _____ ("Said Land") vide sale
 deed(s) _____ registered as documents no. _____ at the office of the

21/11/14

P

dated

Sub-Registrar;

[OR]

("Owner") is the absolute and lawful owner of [khasra nos./
survey

nos.] *[Please insert land details as per local laws]*

totally
admeasuring

square
meters

situated at

in Tehsil & District

("Said



mm

Land") vide sale deed(s) _____ registered as documents no. _____
dated _____

at the office of the Sub-Registrar. The Owner and the Promoter have entered into a

[collaboration/development/join _____ date
t _____ development] agreement d _____

registered as document no. _____ at the office of the Sub-Registrar; _____
[REDACTED]

B. The Said Land is earmarked for the purpose of building a
[commercial/residential/any

_____ multistoried apartment buildings and
other purpose] project, comprising [insert
any other components of the Projects] and the said project shall be known as
' ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a
[commercial/residential/any other purpose] project, comprising plots and _____

[insert any other components of the Projects] and the said project shall be known
as

' ("Project");

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

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities
with respect to the right, title and interest of the Promoter regarding the Said Land on
which Project is to be constructed have been completed;

D. The _____ [Please insert the name of the concerned competent
authority] has granted the commencement certificate to develop the Project vide
approval dated bearing no. ; _____

E. The Promoter has obtained the final layout plan approvals for the Project from

20/11/2019



[Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Real

Estate Regulatory Authority at _____ no. ;

on _____ under registration

G. The Allottee had applied for an apartment in the Project vide application no.

_____ date _____ and has been allotted apartment
_____ d _____ no.

_____ are _____
having carpet a _____ of _____ square feet, type _____, on _____ floor in

[tower/block/building]
no.

(“Building”) along with garage/closed parking no.

admeasurin

g

square feet in the

[Please insert

_____ the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

24/11/17



[OR]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____

_____ having area _____
 and has been allotted plot no. _____ of _____ square
 _____ feet and plot for garage/closed parking admeasuring _____ square feet (if
 applicable)] in _____ [Please insert the location of the
 the _____ garage/closed

parking], as permissible under the applicable law and of *pro rata* share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A**);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

I.

 [Please enter any additional disclosures/details]

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell _____ the Allottee
 and _____
 hereby agrees to purchase the Apartment or Plot and the garage/closed _____ applicable)
 parking (if _____ as
 specified in para G;

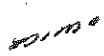
NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

[Signature]

[Signature]

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell
to the Allottee and the Allottee hereby agrees to purchase, the Apartment or Plot as specified in para G;



1.2 The Total Price for the Apartment or Plot based on the carpet area is Rs.

(Rupee
s

only
("Total

Price") (Give break up and description):

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

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

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[OR]

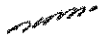
Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

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

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;



- (iv) The Total Price of Apartment or Plot includes: 1) *pro rata* share in the Common garage(s)/closed parking(s) as provided in Areas; and 2) _____ the Agreement.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 *[Applicable in case of an apartment]* The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment or Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment or Plot ;
- (ii) The Allottee shall also have undivided proportionate share in the Common

Areas. Since the share / interest of Allottee in the Common Areas is undivided and

cannot be divided or separated, the Allottee shall use the Common Areas along with

other occupants, maintenance staff etc., without causing any inconvenience or



hindrance to them. Further, the right of the Allottee to use the Common Areas

shall always be subject to the timely payment of maintenance charges and other

charges as applicable. It is clarified that the promoter shall convey undivided

proportionate title in the common areas to the association of allottees as provided in

the Act;



- (iii) That the computation of the price of the Apartment or Plot includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment or Plot along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose

of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

- 1.10 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, y ^{namel} XX - here specify the details shall not form a part of the declaratio
n to be filed with [Please insert the name of the
concerned competent authority]to be filed in accordance with the
relevant
XX [XX insert the name of the State ct, if any].

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are

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

1.12 The Allottee has paid a sum of Rs _____ (Rupees _____)

only) as booking amount being part payment towards the Total Price of the Apartment or Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment or Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT.-

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the

Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of

'payable at

mm



3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.-

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(modification(s) made thereof and all other applicable laws including that of payment acquisition/sale/transfer of immovable properties in India etc. of remittance

and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on

behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.-

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

5. TIME IS ESSENCE.-

- 1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment or Plot to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other

obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT OR APARTMENT.-

The Allottee has seen the specifications of the Apartment or Plot and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by

the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this

Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent

Authorities shall also strictly abide by bye-laws, FAR and density norms and provisions and the

prescribed by the [Please insert the





relevant State laws] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT OR PLOT.-

- 7.1 **Schedule for possession of the said Apartment/Plot].-** The Promoter agrees and understands that timely delivery of possession of the Apartment or Plot is the essence of the Agreement. The Promoter, based on the approved plans specifications, e and assures

hand over possession of the Apartment or Plot to on _____,

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment or Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession.** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the

Apartment or Plot, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment or Plot to the Allottee. The Promoter agrees and undertakes

to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession Allottee to the e in writing within days of receiving the occupancy certificate* of the Project.

- 7.3 **Failure of Allottee to take Possession of Apartment or Plot.**- Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the

21/11/17



Apartment or Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment or Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4 **Possession by the Allottee.-** After obtaining the occupancy certificate* and handing over physical possession of the Apartment or Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

2/11/19



- 7.6 **Compensation.-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment or Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment or Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment or Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.-

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

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

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

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment or Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment or Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment or Plot and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment or Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment or Plot to the Allottee in the manner contemplated in this Agreement;

am

P

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment or Plot to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums,
damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.-

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment or Plot.

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

(i) In case the Allottee fails to make payments for consecutive demands made by

the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.



- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment or Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

11. MAINTENANCE OF THE SAID BUILDING OR APARTMENT OR PROJECT.- The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment or Plot.

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

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

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES.- The Allottee hereby agrees to purchase the Apartment or Plot on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS.- The Promoter or

maintenance agency or association allottee shall have rights of unrestricted access
of s of

parking' and parking spaces for providing
all Common Areas, garages/closed s necessary

maintenance services and the Allottee agrees to the association of allottees
permit and/or

maintenance agency to enter into Apartment or or any part thereof, after due
the Plot notice

and during the normal working hours, unless the circumstances warrant otherwise, with
a view to set right any defect.

2/11/02



15. USAGE.- Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), shall be

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

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

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE.- The Allottee is entering into this Agreement for the allotment of a Apartment or Plot with the _____ Project full knowledge of all laws, rules, regulations, notifications applicable to the _____ in

general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment or Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment or Plot / at his/ her own cost.

21/11/17

[Signature]

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE.- After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

ms

P

20. THE JHARKHAND APARTMENT ACT, 2011.- The Promoter

has assured the Allottees that the project in its entirety is in accordance with the provisions of the Jharkhand Apartment Act, 2011. The Promoter showing compliance of various laws/regulations as applicable in (xx - here specify the details).

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

22. ENTIRE AGREEMENT.- This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

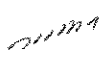
23. RIGHT TO AMEND.- This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE OR SUBSEQUENT ALLOTTEES.- It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment or Plot, in case of a transfer, as the said obligations go along with the Apartment or Plot for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE.-

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the

Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

- 25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY.-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose



of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES.-

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

29. PLACE OF EXECUTION.-

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

after the Agreement is duly executed by the Allottee and the

Promoter or simultaneously with the execution the said Agreement shall be registered

at the office of

the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at

30. NOTICES.-

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



21/11/17

Name of Allottee

(Allottee Address)

M/s Promoter name

(Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by

Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES.-

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

32. GOVERNING LAW.-

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



21/11/17

33. DISPUTE RESOLUTION.-

or any disputes arising out or touching upon or in relation to the terms and conditions
All _____ of

Agreement, including the interpretation and validity of the terms thereof and the
this _____ respective

rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which
the same shall be settled through the adjudicating officer appointed under the Act.

*[Please insert any other terms and conditions as per the contractual understanding
between the parties, however, please ensure that such additional terms and
conditions*

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1
)

(2
)

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph



20/11/11

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1)

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

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

SCHEDULE 'A' - PLEASE INSERT DESCRIPTION OF THE Apartment or Plot AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

* or such other certificate by whatever name called issued by the competent authority.



FORM 'H'

[See rule 10 (10.1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority (Name of Place)

Sir,

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

1. [in the case of an individual] [Mr./Ms.] _____ son of
[Mr./Ms.] _____ Block _____ District _____ Union
Territory _____.

OR

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

2. The requisite particulars are as under:-

- (i) Status of the applicant, whether [individual / company / proprietorship firm / societies / partnership firm / limited liability partnership etc.];
- (ii) In case of individual -
- (a) Name of [Individual / Proprietorship firm]
 - (b) Father's Name
 - (c) Occupation
 - (d) Address
 - (e) Contact Details (Phone number, e-mail, Fax Number etc.)
 - (f) Name, photograph, contact details and address of the proprietor

OR

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

- (a) Name
 - (b) Address
 - (c) Copy of registration certificate as [firm / societies / company etc.]
 - (d) Major activities
 - (e) Contact Details (Phone number, e-mail, Fax Number etc.)
 - (f) Name, photograph, contact details and address of [partners / directors etc.]
- (iii) Particulars of registration as [proprietorship, societies, partnership, company etc.] including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (iv) Authenticated copy of the address proof or the place of business;
- (v) Details of registration in any other State or Union Territory;
- (vi) Any other information as specified by regulations.

mm

[Signature]

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

- (i) Demand Draft / Bankers Cheque No. _____ dated _____ for a sum of Rs. _____, in favour of _____, drawn on _____ bank as registration fee as per sub-rule (2) of rule 10 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.

Dated:

Place:

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



21/11/21

FORM 'T'

[See rule 11(11.1)]

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 _____ Union
Territory _____;

OR

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

to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building,
as the case may be, in real estate projects registered in the _____ Union Territory 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 14;
 - (iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;
 - (iv) The real estate agent shall facilitate the possession of all information and documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be;
 - (v) The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and fulfil their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be;
 - (vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force as applicable to him;
 - (viii) The real estate agent shall discharge such other functions as may be specified by the Authority by regulations.
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the Authority in accordance with the provisions of the Act or the rules and regulations made thereunder.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the Authority may take necessary action against the real estate agent including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority



FORM 'J'

[See rule 11(11.2), 12(12.4), 13]

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

From:

The Real Estate Regulatory Authority (Name of Place)

To

[Application / Registration] No.: _____

Dated: _____

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

OR

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

OR

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

for the reasons set out:- _____

Place:

Dated:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority



2/1/2019

FORM 'K'

[See rule 12(12.1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

To

The Real Estate Regulatory Authority (Name of Place)

Sir,

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

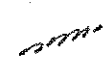
1. As required [I/We] submit the following documents and information, namely:-

- (i) A demand draft / bankers cheque no. _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank as renewal fee as per sub-rule (2) of rule 10 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);
- (ii) The authenticated copy of the registration certificate; and
- (iii) Status of the applicant, whether [individual / company / proprietorship firm / societies/ partnership firm / limited liability partnership etc.];
- (iv) In case of individual -
 - (a) Name of [Individual / Proprietorship Firm]
 - (b) Father's Name
 - (c) Occupation
 - (d) Address
 - (e) Contact Details (Phone number, e-mail, Fax Number etc.)
 - (f) Name, photograph, contact details and address of the proprietor

OR

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

- (a) Name
- (b) Address
- (c) Copy of registration certificate as [firm / societies / company etc.]
- (d) Major activities
- (e) Contact Details (Phone number, e-mail, Fax Number etc.)
- (f) Name, photograph, contact details and address of [partners / directors etc.];



- (v) particulars of registration as [proprietorship, societies, partnership, company etc.] including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (vi) authenticated copy of the address proof of the place of business;
 - (vii) authenticated copy of the PAN card of the real estate agent;
 - (viii) authenticated copy of the registration as a real estate agent in any other State or Union Territory, if applicable;
 - (ix) Any other information as specified by regulations.
2. [I/We] solemnly affirm and declare that the particulars given in herein are correct to [my /our] knowledge and belief and nothing material has been concealed by [me/us] therefrom.

Dated:

Place:

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



Handwritten mark

FORM 'L'

[See rule 12(12.4)]

CERTIFICATE FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

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

[in the case of an individual] [Mr./Ms.] _____ son of
[Mr./Ms.] _____ Block _____ District _____ Union Territory
_____;

OR

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

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

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

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

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

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

Dated:

Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority



21/11/17

10/10

FORM 'M'

[See rule 34(34.2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44 of the act

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]:

Registration 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:



2/1/2019

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

6. Relief(s) sought:

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

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

7. Interim order, if prayed for:

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

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

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

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

9. Particulars of [demand draft / bankers cheque or online payment] in respect of the fee in terms of sub-rule (1) of rule 25:

(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)



FORM 'N'

[See rule 43(43.1)]

COMPLAINT TO AUTHORITY

Complaint under section 31 of the Act

For use of Regulatory Authority(s) office:

Date of filing: _____

Date of 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:

am

[Signature]

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

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

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

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

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

9. List of enclosures:

- (i) Copies of the documents relied upon by the complainant and referred to in the complaint
- (ii) An index of documents
- (iii) Other documents as annexed along with the complaint

Signature of the complainant(s)

Verification

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



Place:

Date:



FORM 'O'

[See rule 44(44.1)]

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 by post / online filing]: _____

Complaint No.: _____

Signature: _____

Authorised Officer: _____

IN THE ADJUDICATION OFFICERS OFFICE (Name of place)

Between

_____ Complainant(s)

And

_____ Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

- (i) Name(s) of the complainant:
- (ii) Address of the existing office / residence of the complainant:
- (iii) Address for service of all notices:
- (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
- (v) Details of allottees apartment, plot or building, as the case may be:

2. Particulars of the respondents:

- (i) Name(s) of respondent:
- (ii) Office address of the respondent:
- (iii) Address for service of all notices:
- (iv) Contact Details (Phone number, e-mail, Fax Number etc.):
- (v) Registration no. and address of project:

3. Jurisdiction of the adjudicating officer:

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

4. Facts of the case:

[give a concise statement of facts and grounds of claim against the promoter]

5. Compensation(s) sought:

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 applicant 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 36:

(i) Amount:

(ii) Name of the bank on which drawn:

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

8. List of enclosures:

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

(ii) An index of documents

(iii) Other documents as annexed along with the complaint

Signature of the applicant(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:

2/11/20

FORM 'P'

[See rule 49 (49.1)]

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
	To Balance Brought down:				By Chairperson and Members:		
	To Bank				By Pay and Allowances		
	To Cash in hand				By Other benefits		
	To Fee, Charges and Fine:				By Travelling expenses:		
	To Fees				By Overseas		
	To Charges				By Domestic		
	To Fines				By Officers:		
	To Others (specify)				By Pay and Allowances		
	To Grants:				By Retirement benefits		
	To Accounts with Government				By Other benefits		
	To Others (specify)				By Travelling expenses:		
	To Gifts				By Overseas		
	To Seminars and conferences				By Domestic		
	To Sale of Publications				By Staff:		
	To Income on investments and deposits:				By Pay and Allowances		
	To Income on investments				By Retirement benefits		
	To Income on Deposits				By Other benefits		
	To Loans:				By Travelling expenses:		
	To Government				By Overseas		
	To Others (specify)				By Domestic		
	To Sale of Assets				By Hire of Conveyance		
	To Sale of Investments				By Wages		
	To Recoveries from pay bills:				By Overtime		
	To Loans and Advances Principal Amount				By Honorarium		
	To Interest on Loans and Advances				By Other office expenses		
	To Miscellaneous				By Expenditure on Research		
	To Others (specify)				By Consultation expenses		
					By Seminars and conferences		

21/11/17

[Signature]

					By Publications of Authority		
					By Rent and Taxes		
					By Interest on Loans		
					By Promotional Expenses		
					By Membership fee		
					By Subscription		
					By Purchase of Fixed Assets (specify)		
					By Investments and Deposits:		
					By Investments		
					By Deposits		
					By Security Deposits		
					By Loans and Advances to:		
					By Employees:		
					By Bearing Interest		
					By Not bearing Interest		
					By Suppliers/contractors		
					By others (specify)		
					By Repayment of loan		
					By Others		
					By Leave Salary and Pension		
					Contribution		
					By Audit Fee		
					By Misc:		
					By Balance carried down:		
					By Bank		
					By Cash in hand		
	Total				Total		

Chairperson (Signature)

Member (s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Income and Expenditure Account

For the period 1st April _____ to 31st March _____

(In Rupees)

A/c Code	Expenditure	Current Year As on	Previous Year As on	A/c Code	Income	Current Year As on	Previous Year As on
	To Chairperson and Members				By Fee, Charges and Fine		
	To Pay and Allowances				By Fee		
	To Other benefits				By Charges		
	To Travelling Expenses				By Fines		
	To Overseas				By Others (specify)		

	To Domestic				By Grants		
	To Officers				By Account with Government		
	To Pay and Allowances				By Others (Specify)		
	To retirement Benefits				By Gifts		
	To Other Benefits				By Seminars and Conferences		
	To Traveling Expenses				By Sale of Publications		
	To Overseas				By Income on investments and Deposits		
	To Domestic				By Income on investments		
	To Staff				By Income on Deposits		
	To Pay and Allowances				By Interest on Loan and Advances		
	To Retirement Benefits				By Miscellaneous Income		
	To Other Benefits				By Gain on Sales of Assets		
	To Traveling expenses				By Excess of expenditure over income		
	To Overseas				(Transferred to Capital Fund Account)		
	To Domestic						
	To hire of Conveyance						
	To Wages						
	To Overtime						
	To Honorarium						
	To Other office expenses						
	To expenditure on Research						
	To Consultation expenses						
	To Seminars and conferences						
	To Publications of Authority						
	To Rent and Taxes						
	To Interest on loans						
	To Promotional Expenses						
	To membership fee						
	To Subscription						
	To Others						
	To Leave Salary and Pension						
	Contribution						
	To Audit Fee						
	To Misc.						
	To Depreciation						
	To Loss on sale of assets						
	To Bad Debts written off						
	To Provision for bad and doubtful debts						
	To Excess of income over expenditure						

me

2

	(Transferred to Capital Fund Account)					
	Total:				Total:	

Chairperson (Signature)

Member(s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

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

(In Rupees)

A/c Code	Liabilities	Current Year As on	Previous Year As on	A/c Code	Assets	Current Year As on	Previous Year As on
	Funds				Fixed Assets		
	Capital Fund				Gross Block at Cost		
	Add Excess of Income over Expenditure/less excess of Expenditure over Income				Less Cumulative depreciation		
	Other Funds (Specify)				Net Block		
	Reserves				Capital Work-in-progress		
	Loans				Investments & Deposits		
	Government				Investment		
	Others				Deposits		
	Current Liabilities and provisions				Loans and Advances		
					Account with Government		
					Sundry Debtors		
					Cash and Bank Balances		
					Other Current Assets		
	Total				Total		
	Accounting Policies and Notes to						

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

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

Chairperson (Signature)

Member (s) (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

[Handwritten Signature]

FORM 'Q'

[See rule 49]

ANNUAL REPORT TO BE PREPARED BY AUTHORITY

1. Return on registration of promoters and real estate agents.

A. 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

B. In relation to Real Estate Agents:

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

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

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

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

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

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

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

Sl. No.	Subject	Steps taken	Results achieved	

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

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

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

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

Chairperson (Signature)

Member(s) (Signature)

By order of the Governor
Pr. Secretary to the Government




17

17

17