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HOUSING & URBAN DEVELOPMENT DEPARTMENT

NOTIFICATION

The 12th September, 2022

S.R.O. No.589/22— In exercise of the powers conferred by section 84 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the State Government do hereby make the following rules to amend the Odisha Real Estate (Regulation and Development) Rules, 2017, namely:—

1. Short Title and Commencement: — (1) These rules may be called the Odisha Real Estate (Regulation and Development) Amendment Rules, 2022.

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

2. In the Odisha Real Estate (Regulation and Development) Rules, 2017, in Annexure- A , —

(a) in Para G, for the words, “of *pro rata* share”, wherever they occur, the words “undivided interest” shall be substituted ;

(b) in Para L, after the words and the bracket “[Apartment/Plot]”, and before the words “and the garage/closed parking”, the words and comma “,undivided interest in the common areas” shall be inserted;

(c) in clause 1.2, in Explanation thereto, —

(I) for item (ii), the following item shall be substituted, namely: —

“(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, Cess and such other taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot] to the allottee and

the project to the association of allottees or the Competent Authority, as the case may be, after obtaining the occupancy certificate:

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

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

(II) in item (iii), for the words, “within 30 days from the date of such written intimation”, the words “as demanded by the Promoter within the time and in the manner specified therein” shall be substituted ;

(III) in item (iv), for the words, “*pro rata* share”, the words “undivided interest” shall be substituted ;

(d) in clause 1.3, the following proviso shall be added, namely : —

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

(e) in clause 1.8, —

(I) for item (ii), the following items shall be substituted, namely: —

(ii) The Allottee shall also have undivided interest in the Common Areas. Where the 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.

(iia) The promoter shall hand over the common areas to the association of allottees after duly obtaining the occupancy certificate from the Competent Authority as provided in the Act;”;

(II) in item (iii), for the words, “fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project”, the words, commas and figure “electrical

connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;” shall be substituted; and

(III) after item (iii), the following item shall be inserted, namely:—

“(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.”;

(f) the clause 1.10 shall be omitted;

(g) for clause 5.1, the following clause shall be substituted, namely : —

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

(h) in clause 6, :—

(i) for the words, “the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans”, the words “proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, Payment Plan and the specification, amenities and facilities” shall be substituted; and

(ii) for the words “and specifications.” the comma and the words “,specification, amenities and facilities.” shall be substituted;

(I) in clause 7.1, :—

(i) for the words and the bracket “possession of the [Apartment/Plot].”, the words “possession of the Apartment/Plot to the allottee and the common areas to the association of allottees or the Competent Authority, as the case may be,” shall be substituted;

(ii) after the Figures and words “45 days from that date.” the words “and the promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.” shall be inserted;

(j) in clause 7.2, :—

(i) for the figure, bracket and words, “3 (three months) from the date of issue of such notice and the Promoter shall give possession of the

[Apartment/Plot] to the Allottee.”, the words “two months from the date of issue of such occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of such occupancy certificate.” shall be substituted;

(ii) for the words, beginning with, “The Allottee agree(s)” and ending with the words “occupancy certificate of the Project”, the following shall be substituted, namely :—

“The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be, after the issuance of the occupancy certificate for the project. The promoter shall handover the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.”;

(k) in clause 7.4, the following shall be added, namely :—

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the Competent Authority, as the case may be, within thirty days after obtaining the occupancy certificate.”;

(L) in clause 7.6, :—

(i) after the words “claim for” and before the word “compensation” the words “interest and” shall be inserted;

(ii) in the proviso thereto, for the words and the bracket “till the handing over of the possession of the [Apartment/Plot]”, the words “till handing over of the possession, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.” shall be substituted;

(m) in clause 8, in item (xi), for the words “Competent Authorities;” the words “Competent Authorities till the occupancy certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the Competent Authority, as the case may be,” shall be substituted ;

(n) in clause 9.2, :—

(l) in item (i) for the words “penal interest” the word “interest” shall be substituted;

(II) in item (iii), after the words and bracket “[Apartment/Plot]”, the words “ which shall be paid by the Promoter to the allottee within forty- five days of it becoming due” shall be inserted.

(o) in clause 9.3, in item (ii) the following provisions shall be inserted, namely :—

“Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination”.

(p) for clause 10, the following clause shall be substituted, namely :—

“10. The Promoter, on receipt of Total Price of the [Apartment/Plot] as per clause 1.2 under the Agreement from the Allottee, shall execute a registered conveyance deed and convey the title of the [Apartment/Plot] together with undivided interest in the common areas and separately convey undivided proportionate title in the Common Areas to the association of Allottees or Competent Authority as the case may be, within three months from the date of issuance of the occupancy certificate, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.”;

(q) in clause 11, for the words “allottees”, the words “ allottees upon the issuance of the occupancy certificate of the project.” shall be substituted;

(r) the clause 13 shall be omitted;

(s) in the clause 17, the following clause shall be substituted, namely :—

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

(t) for clause (18), the following clause shall be substituted, namely :—

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

(u) for clause 20, including its shoulder heading, the following clause shall be substituted, namely :—

“20. **LAW ON APARTMENT OWNERSHIP** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the laws/rules/regulations for the time being in force.”;

(v) in clause 32, after the words “accordance with the” and before the words “laws of India” the words “ Acts, rules and regulations made thereunder including other applicable” shall be inserted.

[No. 15165-HUD-LEGIS-POLICY-0007/2022/ HUD]

By Order of the Governor

G. MATHI VATHANAN

Principal Secretary to Government