

(B) Amenities: a detailed note explaining 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, any other facilities and amenities or public health services proposed to be provided in the project;

(C) Gantt 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.

(c) Financials of the promoter:

- (i) authenticated copy of the PAN card of the promoter ;
- (ii) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years and in case of a newly incorporated or registered entity annual returns of the last 3 financial years of the parent entity.

(d) The promoter shall upload the following updates on the webpage for the project, with seven days from the expiry of each quarter:

(i) List of number and types of apartment or plots, as the case may be booked;

(ii) List of number of garages book;

(iii) Status of the project:

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

(B) Status of construction of each floor with photographs;

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

(iv) Status of approvals:

(A) Approval received;

(B) Approvals applied and expected date of receipt;

(C) Approvals to be applied and date planned for application;

(D) Modifications, amendment or revisions, if any, issued by the Competent Authority with regard to any license, permit or for the project.

(e) Downloads:

(i) (A) No objection certificates

(1) Consent to Establish and Operate;

(2) Environment Clearance;

(3) Fire NOC;

(4) Permission from Water and Sewerage department;

(5) Height clearance from Airport Authority of India;

(6) Such other approval as may be required and obtained for the project.

(B) 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 phase, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phase;

(C) 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;

(D) 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;

(E) Floor plans for each tower and block including clubhouse, amenities and common areas;

(F) Any other permission, approval or license that may be required under applicable law;

(G) Authenticated copy of occupancy certificate and completion certificate including its application.

(ii) Legal Documents;

(A) Details including the pro-forma of the application form, allotment letter, agreement for sale and the conveyance deed;

(B) Authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed along with legally valid documents with authentication of such title, if such land is owned by another person;

(C) Land Title Search Report from an advocate having experience of not less than ten years in land related matters;

(D) Details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of not less than ten years in land related matters;

(E) Where the promoter is not 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:

(1) From banks for construction finances;

(2) From banks for home loan tie-ups.

(f) Contact details: Contact address, contact numbers and email-ids of the promoter and other officials handling the project.

(g) Such other documents or information, as may be specified by the Act or the rules and regulations made thereunder.

(2) For the purpose of clause (c) of Section 34, the Real Estate 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 penalized, as the case may be.

- (3) For the purpose of clause (d) of Section 34, the Real Estate 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:

(a) For real estate agents registered with the Authority,-

(i) registration number and the period of validity of the registration of the real estate agent with the Real Estate Regulatory Authority;

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

(iii) particulars of registration including the bye-laws, memorandum of association, articles of association, etc. as the case may be;

(iv) photographs of the real estate agent, if it is an individual and the photograph of the partners, directors, etc. in case of other persons;

(v) authenticated copy of the PAN card;

(vi) income tax returns filed under the provisions of the Income Tax Act, 1961(No. 43 of 1961) for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the said Act for any of the three years preceding the application, a declaration to such effect;

(vii) authenticated copy of the address proof of the place of business and the contact address, contact numbers and email-ids of the real estate agent and other officials responsible.

- (b) In case of applicants whose application for registration as a real estate agent has been rejected or real estate agents whose registration has been revoked by the Real Estate Regulatory Authority:

- (i) registration number and the period of validity of the registration of the real estate agent with the Real Estate Regulatory Authority;
 - (ii) brief detail of his enterprises including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies, etc.);
 - (iii) photograph of the real estate agent, if it is an individual and the photograph of the partners, directors, etc. in case of other person.
- (c) Such other documents or information, as may be specified by the Act or the rules and regulations made thereunder.
- (4) The Real Estate Regulatory Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule and shall ensure that such back-up is updated on the last day of each month.

CHAPTER V

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

17. Rate of interest payable of the promoter and the 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 Prime Lending Rate plus two percent.

18. Timelines for refund.- Any refund of money along with the applicable interest and compensation, if any, payable by the promoter in terms of the Act or the rules and regulations made thereunder, shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with applicable interest and compensation, if any, becomes due.

CHAPTER VI

REAL ESTATE REGULATION AUTHORITY

19. Manner of selection of chairperson and members of the Authority. (1) As and when vacancies of chairperson or a Member in the Real Estate Regulatory Authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(2) The Selection Committee may, for the purpose of selection of the chairperson or a Member of the Real Estate Regulatory Authority, follow such procedure as it may deem fit.

(3) The Selection Committee shall select two persons for each vacancy and recommend the same to the State Government within a period of forty five days from the date of reference made under sub-rule (1) of rule 19.

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

20. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Real Estate Regulatory Authority.- (1) The salaries and allowances payable to the chairperson and other members of the Authority shall be as follows, -

(a) The Chairperson shall be paid consolidated salary of two lakhs fifty thousand rupees per month.

(b) The Member shall be paid consolidated salary of two lakhs rupees per month.

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

(3) The other allowances and conditions of service of the Chairperson and the Members shall be such as may be determined by the Appropriate Government, from time to time.

21. Administrative powers of the Chairperson of the Real Estate Regulatory Authority.-

The administration powers of the Chairperson of the Real Estate Regulatory Authority shall include making decisions with regard to the following,-

- (a) all matters pertaining to staff strength, wages and salaries structures, emoluments, perquisites and personal policies;
- (b) all matters pertaining to creation and abolition of posts;
- (c) all matters pertaining to appointments, promotions, and confirmation for all posts;
- (d) acceptance of resignations by any Member, officer or employee;
- (e) officiating against sanctioned posts;
- (f) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same;
- (g) all matters in relation to reimbursement of medical claims;
- (h) all matters in relation to grant of rejection of leaves;
- (i) permission for hiring of vehicles for official use;
- (j) nominations for attending seminars, conferences and training courses in India or abroad;
- (k) permission for invitation of guests to carry out training course;
- (l) all matters pertaining to staff welfare expenses;
- (m) sanction scrapping or write-off of capital assets, which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (n) all matters relating to disciplinary action against any Member, officer or employee;
- (o) any other powers that may be required for the efficient functioning of the Authority and enforcement of the provisions of the Act and these Rules.

22. Salary, allowances payable and other terms and conditions of service of the officers, employees, experts and consultants engaged by the Real Estate Regulatory Authority.-

- (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

day, age of superannuation shall be regulated in accordance with such rules and regulations as, from time to time, are applicable to officers and employees of the State Government and drawing the corresponding scales of pay;

- (2) Consultants or experts that may be engaged by the Authority shall be paid a monthly honorarium as may be determined by the State Government, from time to time;
 - (a) the consultant or expert shall not be deemed to be regular members of the staff borne on the establishment of the Authority;
 - (b) The consultant or expert may be appointed for a tenure of one year, extendable on year to year basis;
 - (c) their appointment may be terminated by the Authority by serving one month's notice.
- (3) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees or consultants and experts, as the case may be.

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

(2) The working days and office hours of the Real Estate Regulatory Authority shall be same as that of the State Government.

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

24. Additional powers of the Authority.- (1) In addition to the powers specified in sub-section (2) of Section 35 the Real Estate Regulatory Authority shall have the following additional powers,-

- (a) require the promoter , allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary;
- (b) requisitioning, subject to the provisions of sections 123 and 124 of the Indian Evidence Act, 1872 (No. 1 of 1872), any

public record or document or copy of such record or document from any office.

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

(3) On receipt of the application in prescribed form, complete in all respects under Section 4 read with Rule 3 for registration of a project, the Authority may review the documents submitted along with the application under said section 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 prescribed under sub-section (1) of Section 5, namely:-

- (a) the nature of rights and interest of the promoter to the land, which is proposed to be developed;
- (b) extent and location of area of land proposed to be developed;
- (c) layout plan of the project;
- (d) financial, technical and managerial capacity of the promoter to develop the project;
- (e) plan regarding the development works to be executed in the project; and
- (f) conformity of development of the project with neighboring areas.

(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,-

- (a) withdrawn the said amounts from the account maintained as provide under sub-clause (D) of clause (l) of sub-section (2) of Section 4; or
- (b) used any amounts paid to such promoter by the allottee for the real estate project for which the penalty, interest or compensation is payable, or any other real estate project;

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

25. 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 manners provided in local laws.

26. 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, every order passed by the Adjudicating Officer, Real Estate 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, Real Estate 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, Real Estate 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 VII

REAL ESTATE APPELLATE TRIBUNAL

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

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

- (a) true copy of the order against which the appeal is filed;
 - (b) copies of the document relied upon by the appellant and referred to in the appeal; and
 - (c) an index of the documents.
- (3) Every appeal shall be either filed at the filling counter of the registry of the Appellate Tribunal or through a registered post or through online system, as applicable.
- (4) In case of an appeal sent by post under sub -rule (3), it shall be deemed to have been presented to the Appellate Tribunal on the day on which it is received in its office.
- (5) where a party to the appeal is represented by an authorized person, as provided under Section 56, a copy of authorization to act as such and the written consent there to by such authorized person, both in original, shall be appended to the appeal or the reply to the notice of the appeal, as the case may be.
- (6) On the date of hearing or any other date to which hearing could be adjourned, it shall be obligatory on the parties or their agents, as the case may be, to appear before the Appellate Tribunal:

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

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

28. Manner of selection of members of the Appellate Tribunal.-(1)

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

(2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit.

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

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

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

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

(a) The Chairperson shall be paid a monthly salary equivalent to the last drawn salary by such person, as a Judge of a High Court;

(b) The whole-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;

(c) Every full-time Member, who is not a servant of the Government, shall be paid a monthly salary equivalent to the Additional Secretary to the Government of India;

(d) Every part-time Member, who is not a servant to the Government, shall be paid a sitting fee for each day he attends the meeting of the Appellate Tribunal as may be determined by the State Government, from time to time.

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

(3) The other allowances and conditions of service of the Chairperson and the whole-time Member shall be as per notification issued by the State Government, from time to time.

30. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.- (1) In

the event of the State Government becoming aware of 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 Real Estate Regulatory Authority or as specified under sub-section (1) of Section 49 in case of a Chairperson or Member of the Appellate Tribunal, by receipt of a complaint in this regard or *suo motu*, as the case may be, the State Government shall make a preliminary inquiry with respect to such charges against the Chairperson or any Member of the Real Estate Regulatory Authority or Appellate Tribunal, as the case may be.

(2) If, on preliminary inquiry, 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 the Chief justice of the High Court to appoint a sitting or retired judge of the High Court.

(3) The State Government shall forward to the Judge, copies of-

(a) the statement of charges against the Chairperson or Member of the Real Estate Regulatory Authority or Appellate Tribunal, as the case may be; and

(b) material documents relevant to the inquiry.

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

(5) Where it is alleged that Chairperson or Member of the Real Estate Regulatory Authority or Appellate Tribunal, as the case may be, 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.

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

(7) Thereafter, 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 Real Estate Regulatory Authority or Appellate Tribunal, as the case may be.

31. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal.-

(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 shall be regulated in accordance with such rules and regulation as are, from time to time, applicable to officers and employees of the State Government.

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

32. Additional powers of the Appellate Tribunal.- The Appellate Tribunal may call upon such experts or consultant 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 Appellate Tribunal in the conduct of any inquiry or proceedings before it.

33. Administrative powers of the Chairperson of the Appellate Tribunal.- The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions with regard to the following,-

- (a) all matters pertaining to staff strength, wages and salaries structure, emoluments, perquisites and personnel policies;
- (b) all matters pertaining to creation and abolition of posts;
- (c) all matters pertaining to appointments, promotions and confirmation for all posts;
- (d) acceptance of resignations by any Member, officer or employee;
- (e) officiating against sanctioned posts;

- (f) authorization of tours to be undertaken by any Member, officer or employee: within and outside India and allowance to be granted for the same;
- (g) all matters in relation to reimbursement of medical claims;
- (h) all matters in relation to grant or rejection of leaves;
- (i) permission for hiring of vehicles for official use;
- (j) nominations for attending seminars, conferences and training courses in India or abroad;
- (k) permission for invitation of guests to carry out training course;
- (l) all matters pertaining to staff welfare expenses;
- (m) sanction scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;
- (n) all matters relating to disciplinary action against any Member, officer or employees;
- (o) any other powers that may be required for the efficient functioning of the Appellate Tribunal and enforcement of the provisions of the Act and these Rules.

CHATER VIII OFFENCES AND PENALTIES

- 34. Terms and conditions and the fine payable for compounding of offence.-** (1) The court shall, for the purposes of compounding any offence specified under Section 70, accept a sum of money as specified in the Table below:

TABLE

S. No.	Offence	Money to be paid for compounding the offence
(1)	(2)	(3)
1.	Imprisonment under sub section (2) of Section 59	The money to be paid for compounding shall be proportionate to the term of imprisonment subject to maximum of 10% of the estimated cost of the real

		estate projects for three years.
2.	Imprisonment under Section 64	The money to be paid for compounding shall be proportionate to the term of imprisonment subject to maximum of 10% of the estimated cost of the real estate projects for three years.
3.	Imprisonment under Section 66	The money to be paid for compounding shall be proportionate to the term of imprisonment subject to maximum of 10% of the estimated cost for one year of plot, apartment or building as the case may be, of the real estate project, for which the sale or purchased has been facilitated.
4.	Imprisonment under Section 68	The money to be paid for compounding shall be proportionate to the term of imprisonment subject to maximum of 10% of the estimated cost for one year of plot, apartment or building as the case may be.

Provided that, the State Government may, by notification in the official gazette, amend the rates specified in the table above.

(2) On payment of the sum of money in accordance with the table above, any person in custody in connection with that offence shall be set at liberty and no proceeding shall be instituted or continued against such person in any court.

(3) The acceptance of the sum of money for compounding an offence in accordance with the table above, by the Court shall be

deemed to amount to an acquittal within the meaning of Section 300 of the Code of Criminal Procedure, 1973 (No. 2 of 1972).

(4) The promoter, allottee or real estate agent, as the case may be, shall comply with the orders of the Real Estate Regulatory Authority of the Appellate Tribunal, within the period specified by the court, which shall not be more than 30 days from the date of compounding of the offence.

35. Manner of holding an inquiry of complaint under Section 31 by the Regulatory Authority.- (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the Adjudicating Officer, in **Form-M**, in triplicate, until the application procedure is made web based, which shall be accompanied by a fees of one thousand rupees in the form of a demand draft or a bankers cheque drawn on a Scheduled Bank in favour of authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through online payment, as the case may be.

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

- (a) upon receipt of the complaint, Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
- (b) the respondent against whom such notice is issued under clause (a) of sub-rule (2), may file his reply in respect of the complained within the period as specified in the notice;
- (c) the notice may specified the date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;
- (d) on the date so fixed the authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the act or

the rules and regulation made there under and if the respondent,-

- (i) pleads guilty, the Authority shall record the plea, and pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations, made thereunder;
 - (ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent;
- (e) in case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
- (f) in case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;
- (g) the Authority shall have the power to carry out an inquiry in to the complaint on the basis of documents and submissions;
- (h) the Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or to produce to any documents which in the opinion of the adjudicating officer, may be useful for or relevant to subject matter of enquiry and taking such evidence, the Authority shall not be bound to observe the provisions of the Indian Evidence Act, 1872 (1 of 1872);
- (i) on the date so fixed, the Authority upon consideration of the evidence produced before it and other records and submission is satisfied that,-
- (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder, it shall pass such orders including imposition of penalty as it thins fit in accordance

with the provisions of the Act or the rules and regulations made thereunder;

(ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made there under, the Real Estate Regulatory Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing;

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

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

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

36. Manner of filing a complaint with the Adjudicating Officer and the manner of holding a inquiry by the Adjudicating Officer.-

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

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

- (a) upon receipt of the complaint, the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
- (b) The respondent against whom such notice as issued under clause (a) of sub-rule (2) may file has replied in respect of the complain within the period as specified in the notice;
- (c) The notice may specified a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;
- (d) on the date so fixed the Adjudicating Officer shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulation made there under and if the respondent,-
 - (i) pleads guilty, the Adjudicating Officer shall record the plea, and by order in writing, order payment of interest as specified in rule 15 and such compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder;
 - (ii) does not plead guilty and contests the complaint, the adjudicating officer shall demand an explanation from the respondent;
- (e) in case the Adjudicating Officer is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
- (f) in case the Adjudicating Officer is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint, it may order production of documents or other evidence on a date and time fixed by it;

- (g) the Adjudicating Officer shall have the power to carry out an inquiry in to the complaint on the basis of documents and submissions;
- (h) the Adjudicating Officer shall have the power to summon an enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or two produce to any documents which in the opinion of the Adjudicating Officer, may be useful for or relevant to subject matter of enquiry and taking such evidence, the Adjudicating Officer shall not be bound to observed the provisions of the Indian Evidence Act, 1872 (11 of 1872);
- (i) on the date so fixed, the Adjudicating Officer upon consideration of the evidence produced before it and other records and submission is satisfied that the respondent is, -
 - (a) 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 17 and such other compensation as he may thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations made thereunder; or
 - (b) not liable to pay any interest and compensation, as the case may be, the Adjudicating Officer may by order in writing, dismiss the complaint, with reasons to be recorded in writing;
- (j) if any person fails, neglects or refuses to appear, or present himself as required before the Adjudicating Officer, the Adjudicating Officer shall have the power to proceed with the inquiry in the absence of such person or persons after recording the reasons for doing so.

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

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

CHAPTER IX BUDGET AND REPORT

37. Budget, accounts and audit.- The Real Estate Regulatory Authority shall prepare a budget, maintain proper accounts and other relevant records and prepare an annual statement of accounts as provided in Section 77 as per **Form-O**.

38. Report and Returns.- The Real Estate Regulatory Authority shall prepare its annual report as provided in Section 78 as per **Form-P**.

ANNEXURE 'A' [See rule 9] AGREEMENT FOR SALE

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

Between

[If the promoter is a company]

____ (CIN no. _____), a company incorporated under the provisions of the Companies Act [1956 or 2013, as the case may be], having its registered office at

_____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized *vide* board resolution dated _____ hereinafter referred to as the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assiees).

[OR]

[If the promoter is a Partnership firm]

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

[OR]

[If the promoter is an Individual]

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

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized *vide* _____, hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or

partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assignees).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assignees).

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

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

WHEREAS:

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

[OR]

_____ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] *[Please insert land details as per local laws]* _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the Promoter have entered into a [collaboration / development / joint development] agreement dated _____ registered as document no. _____ at the office of the Sub-Registrar;

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

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/*any other purpose*] project, comprising _____ plots and [*insert any other components of the Projects*] and the said project shall be known as ‘_____, (“**Project**”):

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

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The _____ [*Please insert the name of the concerned competent authority*] has granted the commencement certificate to develop the Project *vide* approval dated _____ bearing registration no. _____;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from _____ [*Please insert the name of the concerned competent authority*]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has registered the Project under the provisions of the Act with the _____ (Chhattisgarh) Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ (“**Building**”) along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Apartment**” more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

[OR]

The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered parking admeasuring _____ square feet (*if applicable*) in the _____ [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of *pro rata* share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**);

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. _____ [*Please enter any additional disclosures/details*];
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

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

1. TERMS:

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

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

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

[AND] [if/as applicable]

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

[OR]

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

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

[AND] [if/as applicable]

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C** ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7 [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may

demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 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.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____, payable at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the