

[Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ [C.G. state laws] and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

7.1 **Schedule for possession of the said [Apartment/Plot]** - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to take Possession of [Apartment/Plot]** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
- Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent

Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Scheduled Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

- (i) In case the Allottee fails to make payments for ____ consecutive demands made by the Promoter as per the Payment Plan (Schedule 'C') annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

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

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [CHHATTISGARH PRAKOSHTA SWAMITVA ADHINIYAM, 1976]. The Promoter showing compliance of various laws/regulations as applicable in _____

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar _____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

Name of Allottee

(Allottee Address)

M/s _____ Promoter name

(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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

SIGNED AND DELIVERED BY THE NAME:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE NAME:

Promoter:

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

Please affix
 photograph
 and sign
 across the
 photograph

At _____ on _____ in the presence of:

WITNESSES:

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

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

SCHEDULE 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' - PAYMENT PLAN

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

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

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

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

FORM A
[See rule 3 (2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Regulatory Authority

Sir,

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

1. The requisite particulars are as under:-

- (i) Status of the applicant, whether individual/company/proprietorship firm/ societies/partnership firm/competent authority;
- (ii) In case of individual-
 - (a) Name
 - (b) Father's Name
 - (c) Occupation
 - (d) Permanent address
 - (e) Photograph

OR

In case of firm/societies/trust/companies/limited liability partnership/Competent Authority –

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Main objects
- (e) Name, photograph and address of chairman of the governing body/ partners/ directors etc.
- (iii) PAN No. -----;
- (iv) Name and address of the bank or banker with which account in terms of Section 4 (2) (1) (D) of the Act will be maintained -----;
- (v) Details of project land held by the applicant -----;

- (vi) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc.-----;
 - (vii) Agency to take up external development works -----Local Authority/ Self Development;
 - (viii) Registration fee by way of a demand draft/banker 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 number etc.);
 - (ix) Any other information the applicant may like to furnish.
2. I/we enclose the following documents in triplicate, namely:-
- (i) Authenticated copy of the PAN card of the promoter;
 - (ii) Audited balance sheet of the promoter for the preceding financial year 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 is proposed to be development along with legally valid documents with authentication of such title, if such land is owned by another person;
 - (iv) The 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;
 - (v) 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;
 - (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 to be 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 propose of 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 therof 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) Pro forma 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 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 there from

Dated:

Place:

Yours faithfully,

Signature and seal of the applicant (s)

FORM-B
[See rule 3(4)]

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

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

I, -----promoter of the proposed project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under:

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

OR

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

AND

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

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

OR

That details of encumbrances -----including details of any rights, title, interest or name of any party in or over such land, along with details.

3. That the time period within which the project shall be completed by me/promoter is -----.
4. That seventy per cent of the amounts realized by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.
5. That the amount from the separate account, to cover the cost of the project, shall be withdrawn in proportion to the percentage of completion of the project.
6. That the amounts from the separate account shall be withdrawn 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/ 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 and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.
8. That I/ promoter shall take all the pending approvals on time, from the competent authorities.
9. That I/ promoter have/ has furnished such other documents as have been prescribed by the rules and regulations made under the Act.
10. That I/ 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

The contents of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at -----on this -----day of-----.

Deponent

FORM-C

[See rule 6 (1)]

REGISTRATION CERTIFICATE OF PROJECT

This registration is granted under Section 5 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) to the following project under project registration number -----:

(Specify Details of Project including the project address);

1. (in the case of an individual)Mr./Ms. -----son of Mr./Ms.-
-----Tehsil -----District-----State-----
-----.

OR

(in the case of a firm/ society/ company/ competent authority) -----firm
/society/company/competent authority -----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 'Annexure A';
- (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 or the common areas as per Section 17;
- (iii) The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub clause (D) of clause (l) of sub-section (2) of section 4;
- (iv) The registration shall be valid for a period of -----years commencing from -----and ending with -----unless renewed by the Real Estate Regulatory Authority in accordance with Section 6 read with rule 7.
- (v) The promoter shall comply with the provision of the Act and the rules and regulations made thereunder;
- (vi) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed.

3. If the above mentioned conditions are not fulfilled by the promoter, the Real Estate Regulatory Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM-D

[See rule 6(2), rule 7 (2); rule 8]

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

From:

The Real Estate Regulatory Authority,

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 revoke.

For the reasons set out:- _____

Place:

Dated:

**Signature and seal of the Authorized Officer
Real Estate Regulatory Authority**

FORM 'E'**[See rule 7 (1)]****APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT**

From:

To

The Real Estate Regulatory Authority,

Sir,

I/We hereby apply for renewal of registration of the following project:

Registered with the Regulatory 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; or through online payment as the case may be(give details of online payment such as date paid, transaction number etc.);
- (ii) Authenticated Plan of the project showing the stage of development works under taken 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 Regulatory 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 application (s)**

FORM-F**[See rule 7 (4)]****CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT**

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

Registered with the Real Estate Regulatory Authority vide project registration certificate bearing No. _____ of _____

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

OR

(in the case of a firm/ society/ company/competent authority)
_____firm/society/company/competent authority _____having its registered
office/principal place of business at _____.

2. This renewal 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 of the common areas as per Section 17;
 - (ii) The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4;
 - (iii) The registration shall be valid for a period of _____ years commencing from _____ and ending with _____ unless renewed by the Real Estate Regulatory Authority in accordance with Section 6 read with rule 7;
 - (iv) The promoter shall comply with the provision 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 in the area where the project is being developed;

- (vi) If the above mentioned conditions are not fulfilled by the promoter, the Real Estate Regulatory Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:

Place:

**Signature and seal of the Authorized Officer
Real Estate Regulatory Authority**

FORM-G

[See rule 10 (1)]

APPLICATION FOR REGISTRATION OF REAL ESTATE AGENT

To

The Real Estate Regulatory Authority

Sir,

I/We beg to 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 Government in terms of the Act and the rules and regulations made thereunder,

1. (in the case of individual) Mr./Ms. _____ Son of
Mr./Ms. _____ Tehsil _____ District _____
State _____;
(in case of a firm./society/ company)
firm/society/company.....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;
- (ii) In case of individual –
 - (a) Name
 - (b) Father's Name
 - (c) Occupation
 - (d) Permanent address
 - (e) Photograph

OR

In case of firm/societies / companies –

- (a) Name
 - (b) Address
 - (c) Copy of registration certificate
 - (d) Major activities
 - (e) Name, photograph and address of partners/directors etc.
- (iii) income tax returns filed in accordance with 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 Income Tax Act, 1961(No. 43 of 1961) for any of the three year preceding the application, a declaration such to such effects;
 - (iv) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
 - (v) authenticated copy of the address proof of the place of business;
 - (vi) details of registration in any other State or Union territory;
 - (vii) any other information the applicant may like to furnish.

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

- (i) Demand Draft number/Bankers cheque number _____ dated _____ for a sum of Rs. _____, in favour of _____, drawn on _____ bank as registration fees 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 number etc.);

- (ii) Income tax returns of the last 3 years or declaration, as the case may be;
- (iii) authenticated copy of the PAN card of the real estate agent; and
- (iv) 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 of my/our knowledge and belief and nothing material has been concealed by me/us therefrom

Dated:

Place:

Your's faithfully,

**Signature and seal of
applicant(s)**

Form-H

[See rule 11(1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

1. This registration is granted under Section 9 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) with registration certificate bearing No. _____ to-
(in the case of an individual) Mr./Ms. _____
son/daughter of Mr./Ms _____ Tehsil _____
District _____ State _____;

OR

(in the case of a firm/society/company) _____
firm/society/company _____ having its registered
office/principal place of business at _____.

to act as a real estate agent to facilitate the sale of any plot, apartment or building, as the case may be, in real estate projects registered in the _____ State Government in terms of the Act, the rules and regulations made there under.

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 Real Estate Regulatory 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 provide assistance to enable the allottee and promoter to exercise their respective rights and fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
 - (v) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;
 - (vi) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
 - (vii) The real estate agent shall discharge such other functions as may be specified by the Real Estate Regulatory Authority by regulations;
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the Real Estate Regulatory Authority in accordance with the provisions of the Act of the rules and regulations made thereunder.
4. If the above mentioned conditions are not fulfilled by the real estate agent, the Real Estate Regulatory 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:

Yours faithfully,

**Signature and seal of
applicant(s)**

FORM-I

[See rule 11(2), 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,

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:

Yours faithfully,

Signature and seal of applicant (s)

FORM-J

[See rule 12(1)]

**APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE
AGENT**

From:

To

The Real Estate Regulatory Authority,

Sir,

I/we beg to apply for renewal my/our registration as a real estate agent under registration certificate bearing No. _____, which expires on _____

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

- (i) A demand draft number/Bankers cheque number/ _____ dated _____ for rupees _____ in favour of _____ drawn on _____ bank renewal fee as per sub-rule (2) of rule 12 or

through online payment as the case may be.....(give details of online payment such as payment date, transaction number etc.);

- (ii) The original registration certificate; and
- (iii) Status of the applicant, whether individual/company/proprietorship firm/societies/partnership firm/limited liability partnership;
- (iv) In case of individual –
 - (a) Name
 - (b) Father's Name
 - (c) Occupation
 - (d) Permanent address
 - (e) Photograph

OR

In case of firm/societies/companies-

- (a) Name
- (b) Address
- (c) Copy of registration certificate
- (d) Major activities
- (e) Name, photograph and address of Partners/directors
- (v) 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 Income Tax Act, 1961(No. 43 of 1961) for any of the three year preceding the application, a declaration to such effect;
- (vi) Particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
- (vii) Authenticated copy of the address proof of the place of business;
- (viii) Details of registration in any other state or Union territory;

- (ix) Any other information as specified by regulations.

Dated:

Place:

Yours faithfully,

**Signature and seal of
applicant(s)**

FORM-K
[see rule 12 (4)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

1. This renewal of registration is granted Section 9 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) to,-

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

OR

(in the case of a firm/society/company) _____
firm/society/company _____ 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 Real Estate Regulatory 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 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 to fulfill their respective obligations at the time of booking and sale of any plot, apartment or building, as the case may be.
 - (vi) The real agent shall comply with the provisions of the Act and the rules and regulations made there under;
 - (vii) The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
 - (viii) The real estate agent shall discharge such other functions as may be specified by the regulations;
3. The registration is valid for a period of five years commencing from _____ and ending with _____ unless renewed by the Real Estate Regulatory 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 Real Estate Regulatory 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:

Yours faithfully,

Signature and seal of applicant (s)

FORM-L
[See rule 27 (2)]

APPEAL TO APPELLATE TRIBUNAL

APPEAL UNDER SECTION 44 OF THE REAL ESTATE
(REGULATION AND DEVELOPMENT) ACT, 2016 (16 OF 2016)

Every appeal shall be filed in English and in case it is in some other Indian language, it shall be accompanied by a copy translated in English and shall be fairly and legibly type-written, lithographed or printed in spacing on one side of standard petition paper with an inner margin, of about four cm width on top and with a right margined on 2.5 cm, and left margined of 5 cm, duly paginated, indexed and stitched together in paper book form.

For use of Appellate Tribunal's office:

Date of filing: _____

Date of receipt by post: _____

Registration No.: _____

Signature: _____

Registrar: _____

IN THE REAL ESTATE APPELATE TRIBUNAL (Name of place)

Between

.....Appellant (s)

and

_____Respondent (s)

Details of appeal:

1. Particulars of the appellants:

(i) Name of the appellant:

(ii) Name of the existing office/residence of the appellant:

(iii) Address for service of all notices:

2. Particulars of the respondents:

(i) Name (s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

3. Jurisdiction of the Appellate Tribunal: The appellant declares 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 in sub-section (2) of Section 44

OR

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

5. Facts of the case:

Give a concise statement of facts and grounds of appeal against the specific order of the Real Estate Regulatory Authority or the adjudicating officer, as the case may be passed under section (s) _____ of the Act.

6. Relief (s) sought:

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

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

7. Interim order, if prayed for:

Pending final decision of 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 declare 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).