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PART I—Orders and Notifications by the Governor of West Bengal, the High Court, Government Treasury, etc.

**GOVERNMENT OF WEST BENGAL**

**Housing Department**

**(Law Branch)**

**‘A’ Block, 1<sup>st</sup> Floor, New Secretariat Buildings,  
1, Kiran Sankar Roy Road, Kolkata - 700 001**

**NOTIFICATION**

No. 1-GN-HO-15/1/2021-LAW CELL-Deptt. of HO, 27<sup>th</sup> July, 2021.— In exercise of the powers conferred by section 84 of the Real Estate (Regulation and Development) Act, 2016 (16 of 2016), the Governor is pleased hereby to make the following rules, namely:—

**CHAPTER I**

**PRELIMINARY**

**1. Short title and Commencement.**— (1) These rules may be called the West Bengal Real Estate (Regulation and Development) Rules, 2021.

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

**2. Definitions.**— (1) In these rules, unless the context otherwise requires,—

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "Annexure" means an annexure appended to these rules;

(c) "Appellant" shall mean a person who makes or on whose behalf any appeal in the Appellate Tribunal under sub section (1) of section 44 of the Act if preferred, including his authorized representatives, legal heirs, successors, assignee, lawful attorney or executor;

(d) "Authenticated Copy" shall mean true copy of a document, so certified by any Gazetted officer or notary public within meaning of the Notaries Act, 1952, or by the party producing the same except where certified copy is required by the Act, these rules or by any regulation;

(e) "Authorised Representative" means a person duly authorised by a party to a proceeding to represent him or on his behalf before the Authority or Appellate Tribunal or adjudicating officer under the Act and the Rules and regulations including a legal practitioner within meaning of the Advocates Act, 1961 (25 of 1961) and also including the persons as explained in the Section 56 of the Act;

- (f) "Complainant" shall mean a person, who has or on whose behalf a complaint is filed under Section 31 of the Act before the Authority or the Adjudicating Officer, as the case may be, including his authorized representatives, legal heirs, successors, assignee, lawful attorney or executor;
  - (g) "Form" means a form appended to these rules;
  - (h) "State Government" means the Government of West Bengal in the Housing Department;
  - (i) "Layout Plan" means a plan of the project depicting the division or proposed division of land into plots, roads, open spaces, amenities, etc. and other details as may be necessary;
  - (j) "Project Land" means any parcel or parcels of land on which the project is developed and constructed by a promoter;
  - (k) "Respondent" shall mean an adversary against whom any proceeding, as defined in this Rule, is instituted or drawn up or pending, including legal heir, successors, assignee and executor or who is an adversary in any appeal;
  - (l) "section" means a section of the Act.
- (2) Words and expressions used herein and not defined, but defined in the Act, shall have the same meaning respectively assigned to them in the Act and as per clause (zr) of section 2 of the Act.

## CHAPTER II

### REAL ESTATE PROJECT

- 3. Information and documents to be furnished by the promoter for registration of project.**— (1) The promoter shall furnish the following additional information and documents, along with those specified under the relevant sections of the Act, for registration of the real estate project with the Regulatory Authority in both soft and hard copies, namely:—
- (a) authenticated copy of the PAN card of the promoter;
  - (b) audited balance sheet of the promoter for the preceding financial year and income tax returns of the promoter for three preceding financial years;
  - (c) copy of GST registration under the relevant law;
  - (d) the number of open parking areas available in the said real estate project;
  - (e) copy of the legal title deed reflecting the title of the promoter on the land on which development is proposed to be carried out along with legally valid documents with authentication of such title, if such land is owned by another person along with mutation certificate issued by the concerned Authority;
  - (f) 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;
  - (g) 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;
  - (h) certificate of enlistment, if any, from the concerned Authority, as per law;
  - (i) such other information and documents, as may be specified by regulations.
- (2) The application referred to in sub-section (1) of section 4 shall be made in writing as per Form 'A', which shall be submitted in triplicate, until the application procedure is made web based as provided under sub-section (3) of section 4 of the Act.
- (3) The promoter shall pay a registration fee at the time of application for registration either by way of a demand draft drawn on any scheduled bank or by electronic fund transfer system for a sum calculated at the rate of:—

- (a) rupees ten per square meter for residential projects where the area of land proposed to be developed does not exceed one thousand square meters; or rupees twenty per square meter for residential projects where the area of land proposed to be developed exceeds one thousand square meters; or
  - (b) rupees fifty per square meter for commercial or any other projects, where the area of land proposed to be developed does not exceed one thousand square meters; or rupees one hundred per square meter for commercial or any other projects, where the area of land proposed to be developed exceeds one thousand square meters;
- (4) The declaration to be submitted under clause (1) of sub-section (2) of section 4 of the Act, shall be as per Form 'B', which shall include a declaration stating that the promoter shall not discriminate against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

**4. Disclosure by promoters of existing projects.**— (1) Upon the notification for commencement of sub-section (1) of section 3, promoters of all ongoing projects which have not received completion certificate shall, within the time specified in the said sub-section, make an application to the Regulatory Authority in the form and manner provided in rule 3.

- (2) The promoter shall disclose all project details as required under the Act and the rules and regulations made there under, including the status of the project and the extent of completion.
- (3) The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.
- (4) In case of plotted development the promoter shall disclose the area of the plot being sold to the allottees.

**5. Withdrawal of sums deposited in separate account.**— (1) For the purposes of sub-clause (D) of clause (1) of sub-section (2) of section 4, the land cost shall be the cost incurred by the promoter, whether as an outright purchase or lease premium.

- (2) For the purposes of sub-clause (D) of clause (1) of sub-section (2) of section 4, the construction cost shall be the cost incurred by the promoter, towards the on-site expenditure for the physical development of the project.

**6. Grant or rejection of registration of the project.**— (1) Upon the registration of a project as per section 5, the Regulatory Authority shall issue a registration certificate with a registration number as per Form 'C' to the promoter.

- (2) In case of rejection of the application as per section 5 the Regulatory Authority shall inform the applicant as per Form 'D':

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

Provided further that if no intimation regarding registration or rejection of registration of the project is given within a period of thirty days, the registration of the real estate project shall be deemed to have been given.

**7. Extension of registration of the project.**— (1) The registration granted under section 5, may be extended as per section 6, on an application made by the promoter in Form 'E' which shall not be less than three months prior to the expiry of the registration granted.

- (2) The application for extension of registration shall be accompanied fees of an amount equivalent to twice the registration fee as prescribed under sub-rule (3) of rule 3 payable either by way of a demand draft drawn on any scheduled bank or by electronic fund transfer system or in such other manner as the Authority may order, along with an explanatory note setting out the reasons for delay in the completion of the project and the need for extension of registration for the project, along with documents supporting such reasons:
- (3) In case of extension of registration, the Regulatory Authority shall inform the promoter about the same as per Form 'F' and in case of rejection of the application for extension of registration the Regulatory Authority shall, after giving an opportunity to the applicant to be heard in the matter as per second proviso of section 6, inform the promoter about the same as per Form 'D':

- (4) The Authority, for reasons to be recorded, may allow such modification, alteration, rectification or amendment of documents, related to registration, as may deem fit and proper.

**8. Revocation of Registration of the project.**— Upon the revocation of registration of a project as per section 7 the Regulatory Authority shall inform the promoter about such revocation as per Form 'D'.

**9. Agreement for sale.**— (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in the form as per Annexure 'A'.

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

(3) The Promoter shall not make any additions and alterations beyond the extent of 5(five) percent in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act:

Provided further that if the Authority competent to issue approvals is of the view that certain changes in the project are necessary, he may on application of the promoter do so for the reasons to be recorded in writing and in that case consent of allottees shall not be required.

### CHAPTER III

#### REAL ESTATE AGENT

**10. Application for Registration by the real estate agent.**— (1) Every real estate agent required to register as per sub-section (2) of section 9 of the Act shall make an application in writing to the Regulatory Authority as per Form 'G' along with the following documents, in both hard copy and soft copy, namely:—

- (a) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
  - (b) particulars of registration including the bye-laws, memorandum of association, articles of association etc. as the case may be;
  - (c) photograph of the real estate agent if it is an individual and the photograph of the partners, directors etc. in case of other entities;
  - (d) authenticated copy of the PAN card;
  - (e) income tax returns filed under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;
  - (f) authenticated copy of the address proof of the place of business;
  - (g) copy of the GST registration, if any, under the relevant Act and
  - (h) such other information and documents, as may be specified by regulations.
- (2) The real estate agent shall pay a registration fee at the time of application for registration of a sum of rupees twenty-five thousand in case of the applicant being an individual or rupees two lakh fifty thousand in case of the applicant being anyone other than an individual payable either by way of a demand draft drawn on any scheduled bank or by electronic fund transfer system or in such other manner as the Authority may order.

**11. Grant of Registration to the real estate agent.**— (1) Upon the registration of a real estate agent as per section 9, the Regulatory Authority shall issue a registration certificate with a registration number as per Form 'H' to the real estate agent.

- (2) In case of rejection of the application for registration as per section 9, the Regulatory Authority shall inform the applicant as per Form 'I'.
- (3) The registration granted under this rule shall be valid for a period five years.

**12. Renewal of registration of real estate agent.**— (1) The registration granted under section 9, may be renewed as per section 6, on an application made by the real estate agent in Form 'J' which shall not be less than three months prior to the expiry of the registration granted.

- (2) The application for renewal of registration shall be accompanied with a demand draft drawn on any scheduled bank, for a sum of rupees five thousand in case of the real estate agent being an individual or rupees fifty thousand in case of the real estate agent being anyone other than an individual payable either by way of a demand draft drawn on any scheduled bank or by electronic fund transfer system or in such other manner as the Authority may order.
- (3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (h) of rule 10 at the time of application for renewal.
- (4) In case of renewal of registration, the Regulatory Authority shall inform the real estate agent about the same as per Form 'K' and in case of rejection of the application for renewal of registration the Regulatory Authority, shall inform the real estate agent as per Form 'I':

Provided Before rejection of any application for registration or renewal of registration, as the case may be, the Authority shall give reasonable opportunity of hearing and rectification of defects, if that be the reason of rejection, within such time as may deem fit and proper.

- (5) The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provisions of the Act and the rules and regulations made thereunder.
- (6) The renewal granted under this rule shall be valid for a period five years.
- (7) The Authority, for reasons to be recorded, may allow such modification, alteration, rectification or amendment of documents, related to registration, as may deem fit and proper.

**13. Revocation of registration of real estate agent.**— The Regulatory Authority may, due to reasons specified and subject to the provisions contained, under sub-section (7) of section 9, revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation as per Form 'I'.

**14. Maintenance and preservation of books of accounts, records and documents.**— The real estate agent shall maintain and preserve books of account, records and documents in accordance with the provisions of the Income Tax Act, 1961.

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

#### CHAPTER IV

##### DETAILS TO BE PUBLISHED ON THE WEBSITE OF THE AUTHORITY

**16. Details to be published on the website.**— (1) For the purpose of clause (b) of section 34, the Regulatory Authority shall ensure that the following information shall be made available on its website in respect of each project registered:

- (a) Details of the promoter including the following:
  - (i) Developer or Group Profile:
    - (A) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration and in case of a newly incorporated or registered entity, brief details of the of the parent entity including its name, registered address, type of enterprise (proprietorship, societies, limited liability partnership, partnership, companies, competent authority);

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- (B) background of promoter- educational qualification, work experience and in case of a newly incorporated or registered entity work experience of the parent entity.
  - (ii) Track record of the promoter:
    - (A) number of years of experience of the promoter or parent entity in real estate construction in the state/union territory;
    - (B) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories;
    - (C) number of completed projects and area constructed till date;
    - (D) number of ongoing projects and proposed area to be constructed;
    - (E) details and profile of ongoing and completed projects for the last 5 years as provided under clause (b) of sub-section (2) of section 4.
  - (iii) Litigations: Details of past or ongoing litigations in relation to the real estate project.
  - (iv) Website:
    - (A) web link to the developer or group website;
    - (B) web link to the project website.
  - (b) Details of the real estate project including the following:-
    - (i) Compliance and registration:
      - (A) authenticated copy of the approvals and commencement certificate from the competent authority as provided under clause (c) of sub-section (2) of section 4;
      - (B) the sanctioned plan, layout plan and specifications of the project or the phase thereof, and the whole project as sanctioned by the competent authority as provided under clause (d) of sub-section (2) of section 4;
      - (C) details of the registration granted by the Authority.
    - (ii) Apartment and garage related details:
      - (A) Details of the number, type and carpet area of apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4;
      - (B) Details of the number and areas of garage for sale in the project as provided under clause (i) of sub-section (2) of section 4;
      - (C) Details of the number of open parking areas available in the real estate project.
    - (iii) Registered Agents: Names and addresses of real estate agents as provided under clause (j) of sub-section (2) of section 4.
    - (iv) Consultants: Details, including name and addresses, of contractors, architect and structural engineers and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4, such as:-
      - (A) Name and address of the firm
      - (B) Names of promoters
      - (C) Year of establishment
      - (D) Names and profile of key projects completed
    - (v) Location: 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 as provided under clause (f) of sub-section (2) of section 4.

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- (vi) Development Plan:
- (A) The plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub-section (2) of section 4;
  - (B) Amenities: a detailed note explaining the salient features of the proposed project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, 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) Financial details 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, within seven days from the expiry of each quarter:
- (i) List of number and types of apartments or plots, as the case may be booked;
  - (ii) List of number of garages booked;
  - (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 approval for the project.
- (e) The promoters shall also who upload the following documents:
- (A) No Objection certificates;
  - (B) Consent to Establish and Operate;
  - (C) Environmental Clearance;
  - (D) Fire NOC;
  - (E) Permission from Water and Sewerage department;
  - (F) Height clearance from Airport Authority of India;
  - (G) Such other approvals as may be required and obtained for the project.

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- (H) Authenticated copy of the license or land use permission, building sanction plan and the commencement certificate from the competent authority obtained in accordance with the laws applicable for the project, and where the project is proposed to be developed in phases, an authenticated copy of the license or land use permission, building sanction plan and the commencement certificate for each of such phases;
  - (I) Authenticated copy of the site plan or site map showing the location of the project land along with land details namely name of revenue estates, survey numbers, cadastral numbers, khasra numbers and area of each parcels of the project land;
  - (J) 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;
  - (K) Floor plans for each tower and block including clubhouse, amenities and common areas;
  - (L) Any other permission, approval, or license that may be required under applicable law;
  - (M) Authenticated copy of occupancy certificate and completion certificate including its application.
  - (N) Legal Documents: Details including the proforma of the application form, allotment letter, agreement for sale and the conveyance deed;
  - (O) Authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person;
  - (P) Land Title Search Report from an advocate having experience of at least ten years in land related matters;
  - (Q) 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 at-least ten years in land related matters;
  - (R) 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;
  - (S) Sanction letters:
    - (i) From banks for construction finance;
    - (ii) From banks for home loan tie-ups.
  - (T) Contact details: Contact address, contact numbers and email-ids of the promoter and other officials handling the project.
  - (U) 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 Regulatory Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each project revoked or penalised, as the case may be.
- (3) For the purpose of clause (d) of section 34, the Regulatory Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:—
- (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 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) authenticated copy of the PAN card; GST registration, if any;
  - (v) 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 have been rejected or real estate agents whose registration has been revoked by the Regulatory Authority:
- (i) registration number and the period of validity of the registration of the real estate agent with the Regulatory Authority;
  - (ii) brief details of his enterprise including its name, registered address, type of enterprise (proprietorship, societies, partnership, companies etc.);
- (c) Such other documents or information as may be specified by the Act or the rules and regulations made thereunder.
- (4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule, and ensure that such back-up is updated on the last day of each month.
- (5) On application, the Authority may allow modification, alteration, rectification or amendment of documents which are already published in the web-site, for reasons to be recorded and such modified, altered, rectified or amended documents shall be published in the website.

## CHAPTER V

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

**17. Rate of interest payable by the promoter and the allottee.**— The rate of interest payable under section 12, section 14, section 18 and section 19, as the case may be, shall be the prime lending rate of State Bank of India plus two percent.

**18. Timelines for refund.**— Any refund of monies 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 REGULATORY AUTHORITY

**19. Manner of selection of chairperson and members of the Authority.** (1) The Chairperson or a Member in the Regulatory Authority shall be appointed by the State Government making a reference to the Selection Committee.

- (2) The Selection Committee may, for the purpose of selection of the Chairperson or Member of the Regulatory Authority, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Chairperson or Member of the Regulatory Authority.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the appropriate Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of sixty 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 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 Regulatory Authority.**— (1) The salaries and allowances payable to the Chairperson and Members of the Regulatory Authority shall be as follows:—

- (a) the Chairperson shall be paid a consolidated monthly salary equal to last pay drawn by him minus the amount of pension draws by him and he shall not be entitled to any allowance relating to house and vehicle;
  - (b) the whole-time Member shall be paid a monthly salary equal to last pay drawn by him minus the amount of pension draws by him and he shall not be entitled to any allowance relating to house and vehicle;
  - (c) every whole-time member, who is or has not been a servant of the Government, shall be paid such consolidated monthly salary as per notification issued 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.

**21. Administrative powers of the Chairperson of the Regulatory Authority.**— The administrative powers of the Chairperson of the 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 personnel policies;
- (b) all matters pertaining to creation and abolition of posts;
- (c) all matter 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 India and allowance to be granted for the same with the approval of the State Government;
- (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 employee.

**22. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Regulatory Authority.**— (1) The salary and allowances payable and other terms and conditions of service of the officers and other employees of the Regulatory Authority shall be regulated in accordance with such rules and regulations applicable to the officers and employees of the State Government and drawing the corresponding scale of pay.

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

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

- (3) The official common seal and emblem of the 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 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 which are necessary for the purposes of the Act 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 (1 of 1872), any public record or document or copy of such record or document from any office.
- (2) The Regulatory Authority may take assistance of such experts or consultants from the fields of economics, commerce, accountancy, real estate, competition, construction, architecture or engineering or from any other discipline as it deems necessary, to assist the Regulatory Authority in the conduct of any inquiry or proceedings before it.
- (3) On receipt of the application in prescribed form and 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 rule 3 and enquire, inter-alia, into the following matters and such other matters, as it may consider necessary, prior to grant of registration within the time 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 provided under sub-clause (D) of clause (1) of sub-section (2) of section 4; or
- (b) used any amounts paid to such promoter by the allottees for the that 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.
- (5) Every complaint shall be heard by the Authority on the basis of affidavit and/or documents relied upon either in presence of the parties or through video conferencing as may deem fit and proper.
- (6) As far as practicable, the Authority shall follow the Indian Evidence Act, in principle.
- (7) In appropriate cases, the Authority shall be guided by the provisions of Order I Rule 8 of the First Schedule to the Code of Civil Procedure, 1908 as well as the provisions of Order XXII I of the First Schedule to the Code of Civil Procedure, 1908, on hearing a complaint filed under section 31 of the Act.

**25. Manner of recovery of interest, penalty and compensation.**— Subject to the provisions of sub-section (1) of section 40, the amounts due shall be as arrears of land revenue and shall be recovered in the manner provided in the Bengal Public Demands Recovery Act, 1913 (Bengal Act 3 of 1913).

**26. Manner of implementation of order, direction or decisions of the adjudicating officer, the Authority or the Appellate Tribunal.**— (1) Every order made by the Authority, Adjudicating Officer or Appellate Tribunal shall be enforced by it in the same manner as if it were a decree of a civil court in a suit before it and the provisions of Order XXI of the First Schedule to the Code of Civil Procedure, 1908 shall, as far as may be, applicable.

- (2) Any such order shall be executed by the Principal Civil Court of the district having jurisdiction to execute the same.

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**CHAPTER VII****CENTRAL ADVISORY COUNCIL**

27. On receiving recommendations from the Central Advisory Council, State Government shall pass such order, directions as may deem fit and proper in accordance with the provisions of the Act and the rules and regulations made thereunder.

**CHAPTER VIII****REAL ESTATE APPELLATE TRIBUNAL**

28. **Form for filing Appeal and the fees payable.**— (1) Every appeal shall be filed by presentation, accompanied by application fees of rupees one thousand which shall be paid either by way of demand draft on any scheduled bank or by way of Indian Postal Order or by electronic fund transfer system.

- (2) Every appeal shall be filed as per Form 'L'.
- (3) Each memorandum of appeal shall be accompanied by the certified copy of the impugned order appealed against and such of the documents as may be required to support grounds of objection mentioned in the memorandum.
- (4) The appellant shall submit such number of copies of the memorandum of appeal as may be specified.
- (5) When the appeal is presented after the expiry of period of limitation as specified in the Act, the memorandum shall be accompanied by an application.
- (6) Procedure for filing the appeal shall be as decided by the Appellate Tribunal.

29. **Manner of selection of members of the Appellate Tribunal.**— (1) The Member of the Appellate Tribunal shall be appointed by the State Government by making a reference to the Selection Committee.

- (2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal.
- (3) The Selection Committee shall select two persons for each vacancy and recommend the same to the appropriate Government.
- (4) The Selection Committee shall make its recommendation to the State Government within a period of sixty 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 the vacancy of the Member.

30. **Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal under section 48.**— (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 or has not been a servant of any State Government or Central Government, shall be paid a monthly salary equivalent to the Secretary to the State Government;
- (d) every full-time Member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Appellate Tribunal as may be determined by the appropriate 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.

**31. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal under sections 26 and 49.**— (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 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 scrutiny with respect to such charges against the Chairperson or any Member of the Regulatory Authority or Appellate Tribunal, as the case may be.

- (2) If, on preliminary scrutiny, the State Government considers it necessary to investigate into the allegation, it shall place the complaint, if any, together with supporting material as may be available, before a 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 Regulatory Authority or Appellate Tribunal, as the case may be; and
  - (b) material documents relevant to the inquiry together with report of Preliminary 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 the Chairperson or Member of the Authority or Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the Judge may arrange for the medical examination of the Chairperson or Member of the Appellate Tribunal.
- (6) After the conclusion of the inquiry, 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 decide either to remove or not to remove the Chairperson or Member of the Regulatory Authority or Appellate Tribunal, as the case may be, after second hearing of the concerned on the findings.

**32. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal.**— The condition of service of the officers and employees of the Appellate Tribunal and any other category of employee in the matter of Pay, allowances, leave, joining time, age of superannuation and other conditions of service shall be regulated in accordance with such rules etc. as are from time to time applicable for officers and employees of the State Government and drawing the corresponding scale of pay.

**33. Additional powers of the Appellate Tribunal under section 53.**— In addition to the powers specified in clause (g) of sub-section (4) of section 53, the Appellate Tribunal shall exercise the following additional powers:—

- (a) the Appellate Tribunal shall sit at such place or places as the State Government, may, from time to time, notify;
- (b) working days and the office hours of the Appellate Tribunal shall be same as that of the State Government;
- (c) the official seal and emblem of the Appellate Authority shall be such as the state Government may specify;
- (d) the Appellate Tribunal may 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;
- (e) the Appellate Tribunal may hear any complaint in presence of the parties or through electronic mode;

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

**34. Administrative powers of the Chairperson of the Appellate Tribunal under section 54.**— 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 structures, emoluments, perquisites and personnel policies;
- (b) all matters pertaining to creation and abolition of posts in consultation with State Governments;
- (c) all matter 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 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;
- (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, in consultation with the State Government, 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.

## CHAPTER IX

### OFFENCES AND PENALTIES

**35. Terms and conditions and the fine payable for compounding of offence under section 70.**— (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:

Offence	Money to be paid for compounding the offence
Imprisonment under sub section (2) of section 59	10% of the estimated cost of the real estate project
Imprisonment under section 64	10% of the estimated cost of the real estate project
Imprisonment under section 66	10% of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated
Imprisonment under section 68	10% of the estimated cost of the plot, apartment or building, as the case may be.

- (2) On payment of the sum of money in accordance with sub-rule (1), any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court.
- (3) The acceptance of the sum of money for compounding an offence, by the Court shall be deemed to amount to an acquittal within the meaning of section 300 of the Code of Criminal Procedure, 1973.

**36. Manner of filing a complaint with the Regulatory Authority and the manner of holding an inquiry by the Regulatory Authority.**— (1) Any aggrieved person may file a complaint with the Regulatory 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' which shall be accompanied by a fee of rupees one thousand payable either by way of a demand draft drawn on any scheduled bank or by electronic fund transfer system or in such other manner as the Authority may order.

- (2) The Regulatory Authority shall, for the purposes of deciding any complaint as specified under sub-rule (1), follow summary procedure for inquiry in the following manner:-
- (a) Upon receipt of the complaint the Regulatory Authority shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;
  - (b) the notice shall specify a date and time for further hearing;
  - (c) on the date so fixed, the Regulatory Authority shall explain to the respondent allegations made against him. If the respondent:
    - (i) pleads guilty, the Regulatory 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 Regulatory Authority shall demand an explanation from the respondent;
  - (d) in case the Regulatory Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry it may dismiss the complaint;
  - (e) in case the Regulatory 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;
  - (f) the Regulatory Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;
  - (g) on the date so fixed, the Regulatory Authority upon consideration of the evidence produced before it and other records and submissions is satisfied that –
    - (i) the respondent is in contravention of the provisions of the Act or the rules and regulations made thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;
    - (ii) the respondent is not in contravention of the provisions of the Act or the rules and regulations made thereunder the Regulatory Authority may, by order in writing, dismiss the complaint, with reasons to be recorded in writing.
  - (h) if any person fails, neglects or refuses to appear, or present himself as required before the Regulatory Authority, the Regulatory 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.

**37. Manner of filing a complaint with the Adjudicating Officer and the manner of holding an inquiry by the Adjudicating Officer.**— (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation as provided under sections 12, 14, 18 and 19 in Form N.

- (2) Every application shall be accompanied by fees of rupees one thousand payable either by way of a demand draft drawn on any scheduled bank or by electronic fund transfer system or in such other manner as the Authority may order.
- (3) On receiving the complaint, the Adjudicating Officer shall cause to be served upon the respondent or in case of multiple respondents, on each of them copy or copies of the complaint along with annexure, if any along with a notice specifying the date and time for hearing and submission of written reply of the respondent or respondents, as the case may be. Such date shall also be known to the complainant.

- (4) The Adjudicating Officer shall give reasonable opportunity to the respondent or each of respondents, to submit written reply.
- (5) The Adjudicating Officer shall for the purposes of adjudging interest and compensation follow summary procedure for inquiry in the following manner, namely:—
  - (i) The Adjudicating Officer shall allow reasonable time, not more than thirty days, to the respondent or the respondents, as the case may be, to submit his written version against the application. If the respondent admits the allegation, the Adjudicating Officer shall pass necessary order in this regard. If the respondent denies allegations, then the Adjudicating Officer shall proceed with the matter.
  - (ii) 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.
  - (iii) The Adjudicating Officer shall have power to dismiss a complaint for non prosecution or proceed ex-parte in appropriate case.
  - (iv) The Adjudicating Officer shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 while trying a suit in respect of the following matters, namely:— (a) the summoning and enforcing the attendance of any respondent or witness and examining the witness on oath; (b) requiring the discovery and production of any document or other material object as evidence; (c) receiving of evidence on affidavits; (d) requiring expert evidence (e) issuing of commissions for the examination of any witness, or document;
  - (v) The Adjudicating Officer shall be guided by the provisions of Order I Rule 8 of the First Schedule to the Code of Civil Procedure, 1908 as well as the provisions of Order XXII I of the First Schedule to the Code of Civil Procedure, 1908 in appropriate case,
  - (vi) On conclusion of proceeding, the Adjudicating Officer shall pass necessary order in accordance with the Act, Rule and regulation.
  - (vii) In all proceedings before the Adjudicating Officer, Indian Evidence Act shall not be strictly applicable but the principles shall be followed along with the principles of natural justice.
  - (viii) Every complaint shall be heard by the Adjudicating Officer on the basis of affidavit and/or documents relied upon.
  - (ix) The Adjudicating Officer may hear any complaint in presence of the parties or through video conferencing.
- (6) Every proceeding before the Adjudicating Officer shall be deemed to be judicial proceedings within the meaning of sections 193, 219, 228 for the purpose of section 196 of the Indian Penal Code and the Adjudicating Authority shall be deemed to be a civil court for the purpose of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973.
- (7) The Authority shall sit in such places as the State Government from time to time notify.

## CHAPTER X

### BUDGET AND REPORT

**38. Report and Returns under section 78.**— The Regulatory Authority shall prepare its annual report as provided in section 78 as per Form 'O'.



**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 dated \_\_\_\_\_ drawn on \_\_\_\_\_  
bearing no. \_\_\_\_\_ for an amount of Rs. \_\_\_\_\_ /- calculated as per  
sub-rule (3) of rule 3;\

(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 developed 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 for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;
  - (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;
  - (viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;
  - (ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;
  - (x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;
  - (xi) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas apartment with the apartment, if any;
  - (xii) the number and areas of garage for sale in the project;
  - (xiii) the number of open 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 in herein are correct to my /our knowledge and belief.

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

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 realised by me/promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

5. That the amounts from the separate account, to cover the cost of the project, shall be withdrawn 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 the audit that the amounts collected for a particular project have been utilised for the project and the withdrawal has been in compliance with the proportion to the percentage of completion of the project.

8. That I / 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 Act 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 realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (1) of sub-section (2) of section 4;
  - (iv) The registration shall be valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
  - (v) The promoter shall comply with the provisions 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 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(3); 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 revoked. 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 extension 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. \_\_\_\_\_ dated \_\_\_\_\_ for rupees \_\_\_\_\_ in favour of \_\_\_\_\_ drawn on \_\_\_\_\_ bank as extension fee as provided under sub-rule (2) of rule 7;
- (ii) Authenticated Plan of the project showing the stage of development works undertaken till date;
- (iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project ;
- (iv) Authenticated copy of the permission/approval from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the 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 applicant(s).

**FORM 'F'****[See rule 7(3)]****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 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 extension of registration is granted subject to the following conditions, namely:—
- (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per section 17;
  - (ii) The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (l) of sub-section (2) of section 4;
  - (iii) The registration shall be valid for a period of \_\_\_\_\_ years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless further extension by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 of the Act;
  - (iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;
  - (v) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;
  - (vi) If the above mentioned conditions are not fulfilled by the promoter, the 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 Union territory in terms of the Act and the rules and regulations made thereunder,

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

OR

(in the case of a firm / society / company) \_\_\_\_\_ 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 under the provisions of the Income Tax Act, 1961 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such 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 No. \_\_\_\_\_ dated \_\_\_\_\_ for a sum of Rs. \_\_\_\_\_, in favour of \_\_\_\_\_, drawn on \_\_\_\_\_ bank as registration fee as per sub-rule (2) of rule 10;
  - (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 to my /our knowledge and belief.

Dated:

Place:

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

**FORM 'H'**

[[See rule 11(1)]

**REGISTRATION CERTIFICATE OF REAL ESTATE AGENT**

1. This registration is granted under section 9 of the Act with registration certificate bearing No. \_\_\_\_\_ to -  
(in the case of an individual) Mr./Ms. \_\_\_\_\_ son of Mr./Ms. \_\_\_\_\_  
Tehsil \_\_\_\_\_ District \_\_\_\_\_ State \_\_\_\_\_ ;  
OR  
(in the case of a firm / society / company) \_\_\_\_\_ firm / society / company \_\_\_\_\_  
having its registered office / principal place of business at \_\_\_\_\_ .  
to act as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be,  
in real estate projects registered in the \_\_\_\_\_ Union  
territory in terms of the Act and the rules and regulations made thereunder,
2. This registration is granted subject to the following conditions, namely:—
  - (i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the 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 fulfil 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 Regulatory Authority by regulations;
3. The registration is valid for a period of five years commencing from \_\_\_\_\_ and ending with \_\_\_\_\_ unless renewed by the 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 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.

I/we solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Dated:

Place:

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

**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:- \_\_\_\_\_

Dated:

Place:

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

**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 no. \_\_\_\_\_ dated \_\_\_\_\_ for rupees \_\_\_\_\_ in favour of \_\_\_\_\_ drawn on \_\_\_\_\_ bank as renewal fee;
- (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 for three financial years preceding the application or in case the applicant was exempted from filing returns under the provisions of the Income Tax Act, 1961 for any of the three year preceding the application, a declaration to such effect;
- (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 the applicant(s).

**FORM 'L'****[See rule 28(2)]****APPEAL TO APPELLATE TRIBUNAL**

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

For use of Appellate Tribunal's office:

Date of filing: \_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Registrar: \_\_\_\_\_

IN THE REAL ESTATE APPELLATE TRIBUNAL (Name of place)

Between

\_\_\_\_\_ Appellant(s)

And

\_\_\_\_\_ Respondent(s) Details of appeal:

1. Particulars of the appellants:

(i) Name of the appellant:

(ii) Address 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 that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Limitation:

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

OR

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

5. Facts of the case:

(give a concise statement of facts and grounds of appeal against the specific order of 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 for the following relief(s)

\_\_\_\_\_

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

7. Interim order, if prayed for:

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

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

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

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

9. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 28:

- (i) Amount
- (ii) Name of the bank on which drawn
- (iii) Demand draft number

10. List of enclosures:

- (i) An attested true copy of the order against which the appeal is filed
- (ii) Copies of the documents relied upon by the appellant and referred to in the appeal
- (iii) An index of the documents

**Verification**

I \_\_\_\_\_ (name in full block letters) son / daughter \_\_\_\_\_ of the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Dated:

Place:

Signature of the appellant(s).

**FORM 'M'****[See rule 36(1)]****COMPLAINT TO REGULATORY AUTHORITY**

For use of Regulatory Authority(s) office:

Date of filing: \_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Registrar: \_\_\_\_\_

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

\_\_\_\_\_ Appellant(s)

And

\_\_\_\_\_ Respondent(s) Details of appeal:

1. Particulars of the appellants:

(i) Name of the appellant:

(ii) Address 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 that the subject matter of the appeal falls within the jurisdiction of the Appellate Tribunal.

4. Facts of the case:

[give a concise statement of facts and grounds for complaint]

5. Relief(s) sought:

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) \_\_\_\_\_

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

6. Interim order, if prayed for:

Pending final decision on the complaint the complainant seeks issue of the following interim order:

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

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

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

8. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 36:

(i) Amount

(ii) Name of the bank on which drawn

(iii) Demand draft number



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9. List of enclosures:

[Specify the details of enclosures with the complaint]

**Verification**

I \_\_\_\_\_ (name in full block letters) son / daughter \_\_\_\_\_ of the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Dated:

Place:

Signature of the complainant(s).

**FORM 'N'****[See rule 37(1)]****APPLICATION TO ADJUDICATING OFFICER**

For use of Regulatory Authority(s) office:

Date of filing: \_\_\_\_\_

Date of receipt by post: \_\_\_\_\_

Registration No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Registrar: \_\_\_\_\_

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

\_\_\_\_\_ Appellant(s)

And

\_\_\_\_\_ Respondent(s) Details of appeal:

## 1. Particulars of the appellants:

(i) Name of the appellant:

(ii) Address 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 Adjudicating Officer:

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

## 4. Facts of the case:

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

## 5. Compensation(s) sought:

In view of the facts mentioned in paragraph 4 above, the applicant prays for the following compensation(s)

\_\_\_\_\_

[Specify below the compensation(s) claimed explaining the grounds of claim(s) and the legal provisions (if any) relied upon]

## 6. Claim not pending with any other court, etc.:

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

## 7. Particulars of bank draft in respect of the fee in terms of sub-rule (1) of rule 36:

(iv) Amount

(v) Name of the bank on which drawn

(vi) Demand draft number

## 8. List of enclosures:

[Specify the details of enclosures with the application]

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**Verification**

I \_\_\_\_\_ (name in full block letters) son / daughter \_\_\_\_\_ of the appellant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Dated:

Signature of the applicant(s).

**FORM 'O'****[See rule 38]****ANNUAL REPORT TO BE PREPARED BY REGULATORY AUTHORITY****I. Return on registration of promoters and real estate agents****A. In relation to Promoters:**

Serials Number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fee paid	Registration Number	Date of issue of registration	Date on which registration expires	Date of extension of registration with period of extension	Remark
1	2	3	4	5	6	7	8	9	10

**B. In relation to Real Estate Agents:**

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

**II. Return on number of cases filed before the Regulatory Authority and the Adjudicating Officer for settlement of disputes and adjudicated upon.**

SI. No.	No. of Cases pending in the last quarter by the Regulatory Authority	No. of Cases received during the quarter by the regulatory authority	No. of Cases disposed of by the regulatory authority

SI. No.	No. of Cases pending in the last quarter with the adjudicating officer	No. of Cases received during the quarter by the adjudicating officer	No. of Cases disposed of by the adjudicating officer

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

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

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

SI. No.	Subject	Steps taken	Results achieved

V. Statements on penalty imposed by the Regulatory Authority for contraventions of the Act and directions of the Regulatory Authority and adjudicating officer.

SI. No.	Name of the promoter	Details of the directions issued	Penalty imposed	Whether paid

SI. No.	Name of the allottee	Details of the directions issued	Penalty imposed	Whether paid

SI. No.	Name of the real estate agent	Details of the directions issued	Penalty imposed	Whether paid

.....

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

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

**By and Between**

[If the promoter is a company]

\_\_\_\_\_ (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, executors, administrators and permitted assignees);

[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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the promoter is an Individual]

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged \_\_\_\_\_, residing at about \_\_\_\_\_, (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, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of [Please insert land details as per laws in force] \_\_\_\_\_ totally admeasuring \_\_\_\_\_ square meters situated at in Mouza, Block & District \_\_\_\_\_ ("Said Land") vide sale deed/ lease deed(s) dated \_\_\_\_\_ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No \_\_\_\_\_ Voucher No \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ bearing being No \_\_\_\_\_ of the year \_\_\_\_\_

[OR]

\_\_\_\_\_ ("Owner") is the absolute and lawful owner of [Please insert land details as per laws in force] \_\_\_\_\_ totally admeasuring \_\_\_\_\_

- B. \_\_\_\_\_ square meters situated at \_\_\_\_\_ in Mouza, Block & District ("Said Land") vide sale deed/ lease deed(s) dated \_\_\_\_\_ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No \_\_\_\_\_ Voucher No \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ bearing being No \_\_\_\_\_ of the year \_\_\_\_\_,

The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated \_\_\_\_\_ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance \_\_\_\_\_ in Book No \_\_\_\_\_ Voucher No \_\_\_\_\_ Pages from \_\_\_\_\_ to \_\_\_\_\_ bearing being No \_\_\_\_\_ of the year \_\_\_\_\_

- C. 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.

- D. 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;
- E. The \_\_\_\_\_ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_ ;
- F. The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_\_ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_ ;  
on \_\_\_\_\_ under registration
- H. 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/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[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/closed parking admeasuring \_\_\_\_\_ square feet (if applicable) in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. \_\_\_\_\_  
[Please enter any additional disclosures/details]
- K. 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;
- L. 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;
- M. 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/closed parking (if applicable) as specified in paragraph 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:**

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 paragraph H;

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*

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

[AND] [if/as applicable]

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

[OR]

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/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, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

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.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

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.

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 as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

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

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

## **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

## **6. CONSTRUCTION OF THE PROJECT/ APARTMENT**

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and

provisions prescribed by the \_\_\_\_\_ [Please insert the relevant laws in force] 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

**Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on \_\_\_\_\_

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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. After refund of the money paid by the Allottee, 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.

**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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 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 clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**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 the Allottees or the competent authority, as the case may be, as per the local laws.

**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.

### **Compensation** –

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

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

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/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 the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

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

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

## 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] 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 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

## 11. MAINTENANCE OF THE SAID BUILDING / 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 the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

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

## 12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession,

it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's 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.

**15. USAGE**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/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. 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]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

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

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE 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].

**20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance 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.

**22. ENTIRE AGREEMENT**

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

**23. RIGHT TO AMEND**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

**25. WAIVER NOT A LIMITATION TO ENFORCE**

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

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



**26. SEVERABILITY**

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

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Address)

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

**31. JOINT ALLOTTEES**

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

**32. GOVERNING LAW**

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

**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 WITHIN NAMED**

Allottee: (including joint buyers)

(1) \_\_\_\_\_

(2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1) \_\_\_\_\_

(Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_ Name –

Address \_\_\_\_\_

2. Signature \_\_\_\_\_ Name –

Address \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

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

**SCHEDULE 'B'** – FLOOR PLAN OF THE APARTMENT

**SCHEDULE 'C'** – PAYMENT PLAN BY THE ALLOTTEE

By Order of the Governor,

ONKAR SINGH MEENA  
Secretary to the Government of West Bengal.