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CHANDIGARH, THURSDAY, JUNE 8, 2017

(JYAISTHA 18, 1939 SAKA)

LEGISLATIVE SUPPLEMENT

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Notification No. G.S.R. 19/C.A.16/2016/
Ss.2 and 84/2017, dated the 8th June, 2017,
containing the Punjab State Real Estate
(Regulation and Development) Rules, 2017. .. 81-173

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GOVERNMENT OF PUNJAB

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

NOTIFICATION

The 8th June, 2017

No. G.S.R.19/C.A.16/2016/Ss.2 and 84/2017.- In exercise of the powers conferred by section 84 read with sub-clause (iv) of clause (g) of section 2 of the Real Estate (Regulation and Development) Act, 2016 (Central Act No.16 of 2016), and all other powers enabling him in this behalf, the Governor of Punjab, is pleased to make the following rules, for carrying out the purpose of the said Act, namely:-

CHAPTER I
PRELIMINARY

1. Short title and commencement: (1) These rules may be called the Punjab State Real Estate (Regulation and Development) Rules, 2017.

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

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act No. 16 of 2016);

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

(c) "association of allottees" means a collective of the allottees of a real estate project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the case of its members, and shall include the authorized representative of the allottees.

(d) "authenticated copy" means a self-attested copy of any document required to be provided by any person under these rules;

(e) "Form" means a form appended to these rules;

(f) "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;

(g) "partial completion certificate" means a certificate issued by the Authority competent to issue the same for a part of project area on

completion of development works in that part or of a building block in case of built up projects as the case may be.

(h) "ongoing projects" means the Real Estate Projects which are ongoing in which development and development works as defined in Section 2(s) and Section 2(t) of the Act are still under way, excluding the area of portion of the Real Estate Project for which partial completion or occupation certificate, as the case may be, has been obtained by the promoter of the project.

(i) "project land" means any parcel or parcels of land on which the project is developed and constructed by a promoter;

(j) "section" means a section of the Act;

(k) "State Government" means the Government of the State of Punjab in the Department of Housing and Urban Development; and

(l) "super area of an apartment" means the gross covered area of the building, including the area covered by all such parts/areas in the project, which the allottee shall use by sharing it with other occupants of the project, including entrance lobby, drivers'/common toilet at ground floor, lift shafts, electrical shafts, fire shafts, plumbing shafts, common corridors and passages, staircases, mumties, service areas, including but not limited to lift machine room, maintenance offices or stores, security or fire control rooms and architectural features, if provided.

(2) The words and expressions used in these rules but not defined, shall have the same meaning respectively assigned to them in the Act.

CHAPTER II

REAL ESTATE PROJECT

3. Information and documents to be furnished by the promoter for registration of real estate project.- (1) The promoter shall furnish the following additional information and documents, along with those specified in section 4 for registration of the real estate project with the Authority, namely:-

(a) authenticated copy of the PAN(Permanent account number) card of the promoter;

(b) annual report including audited profit and loss account, balance sheet, cash flow statement, Director's report and the auditor's report of the promoter for the immediately preceding three financial years;

and where annual report is not available, the audited profit and loss account, balance sheet, cash flow statement and the auditor's report of the promoter for the immediately preceding three financial years;

(c) the number of open parking areas and the number of covered parking areas available in the real estate project;

(d) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for change of title with authentication of such title;

(e) details of encumbrances on the land on which development of project is proposed, including details of any rights, title, interest, dues, litigation and name of party in or over such land or non encumbrance certificate through an advocate having experience of atleast ten years from the revenue authority not below the rank of Tehshildar, as the case may be;

(f) where the promoter is not the owner of the land on which development of real estate project is proposed, details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which real estate project is proposed to be developed; and

(g) name, photograph, contact details and address of the promoter if it is an individual and the name, photograph, contact details and address of the Chairman, partners, Directors, as the case may be, and the authorised person in case of other entities.

(2) An application to the Authority for registration of real estate project shall be made in writing in Form'A' in triplicate until the procedure is made web based for filling of such application

(3) The declaration to be submitted under clause (I) 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. However, the promoter may charge different rates from

allottees for plots/apartments for different locations, specifications and at different times.

(4) The promoter shall pay registration fee by way of demand draft for a sum calculated at the rate given in Schedule-1 as amended from time to time.

Section 4(2) and promoters Authority

4. Disclosure by promoters of ongoing projects.-(1) Upon the 84 (2)(zf) notification for commencement of sub-section (1) of section 3, of all ongoing projects which have not received completion certificate or partial completion certificate, as the case may be, shall, within the time specified in the said sub-section, make an application to the in the form and manner as 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.

Section 5 and 84

5. Grant or rejection of registration of the real estate project.-(2)(zf) (1) Upon the registration of a real estate project as per section 5 read with rule 3 and rule 4, as the case may be, the Authority shall issue a registration certificate within a period of thirty days with a registration number as per Form 'C' to the promoter.

(2) In case of rejection of the application as per section 5, the 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.

6. Extension of registration of real estate project.- (1) The registration Section 6 granted under the Act, may be extended by the Authority, on an application made by the promoter in Form 'E', in triplicate, until the application procedure is made web based, within three months prior to the expiry of the registration granted.

(2) The application for extension of registration shall be accompanied with a demand draft or a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, for an amount equivalent to half the registration fees as specified under sub-rule (4) of rule 3 along with an explanatory note setting out the reasons for delay in the completion of the real estate project and the need for extension of registration for the real estate project, along with documents supporting such reasons:

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

(3) In case of extension of registration, the Authority shall inform the promoter about such extension in Form 'F' and in case of rejection of

the application for extension of registration, the Authority shall inform the promoter about such rejection in Form 'D':

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

Section 7 and 84(2)(zf)

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

Section 13(2) and 84(2)(zf)

8. 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.

(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

Section 9(2) and 84(2)(b)

'G'

9. Application for registration by the real estate agent.- (1) Every real estate agent required to register as per sub-section (2) of section 9 shall make an application for registration in writing to the Authority as per Form along with the following documents, namely:-

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

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

(c) name, address, contact details and photograph of the real estate agent, if he is an individual and the names, addresses, contact details and photographs of the partners, directors etc. in case of other entities;

(d) authenticated copy of the PAN card of the real estate agent;

(e) authenticated copy of the address proof of the place of business; and

(f) 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 or renewal fee, as the case may be, by way of a demand draft or a bankers cheque drawn on any scheduled bank, for a sum as per Schedule-1.

10. Grant or rejection of registration of the real estate agent.- (1) On receipt of the application under rule 9, the Authority shall within a period of thirty days either grant registration to the real estate agent or reject the application, as the case may be: Section 9(3) and 84 (2)(c)

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

(2) Upon the registration of a real estate agent, the Authority shall issue a registration certificate with a registration number in Form 'H' to the real estate agent.

(3) In case of rejection of the application, the Authority shall inform the applicant in Form 'I'.

(4) The registration granted under this rule shall be valid for a period of five years.

11. Renewal of registration of real estate agent.- (1) The registration granted to a real estate agent under the Act may be renewed 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. Section 9(6) and 84 (2)(d)

(2) The application for renewal of registration shall be accompanied with a demand draft or a banker's cheque drawn on any scheduled bank, for a sum as mentioned in Schedule 1.

(3) The real estate agent shall also submit all the updated documents set out in clauses (a) to (f) of sub-rule (1) of rule 9 at the time of application for renewal.

(4) In case of renewal of registration, the 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 Authority shall inform the real estate agent as per Form 'I':

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

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

(5) The renewal of registration granted under this rule shall be valid for a period five years.

Section 9 and (2)(c) **12. Revocation of Registration of real estate agent.-** The Authority 84 may, due to reasons specified under sub-section (7) of section 9,

revoke the registration granted to the real estate agent or renewal thereof, as the case may be, and intimate the real estate agent of such revocation as per Form 'I'.

Section 10(b) and 84 (2)(c) documents

13. Books of accounts, records and documents.- The real estate agent shall maintain and preserve his books of accounts, records and in accordance with the provisions of the Income Tax Act, 1961.

Section 10(e) and 84 (2)(f) their

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

CHAPTER IV

DETAILS TO BE UPLOADED ON THE WEBSITE OF THE AUTHORITY

Section 34(b) ensure and 84 (2)(p) available on

15. Details to be uploaded on the website.-(1) The Authority shall that the following information, as applicable, shall be made its website in respect of each project registered under the Act, namely:-

A. Details of the promoter including the following, namely :-

(i) Promoter 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. In case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (proprietorship, society, limited liability partnership, partnership, company, competent authority);

(b) background of promoter,- work experience of the promoter and in case of a newly incorporated or registered entity, work experience of the Chairman, Director, Partners, as the case may be, and that of the authorized persons of the parent entity ;and

(c) name , address, contact details and photograph of the

promoter in case of an individual and the name, address, contact details and photograph of the Chairman, Directors, Partners, as the case may be, and that of the authorized persons;

(ii) track record of the promoter,-

(a) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in the State of Punjab;

(b) number of years of experience of the promoter or parent entity, as the case may be, in real estate development in other States or Union Territories;

(c) number of completed projects and area constructed till date in the past five years, including the status of the projects, delay in its completion, details of type of land and payments pending;

(d) number of ongoing projects and proposed area to be constructed; and

(e) details and profile of ongoing and completed projects for the last five years as provided under clause (b) of sub-section (2) of Section 4;

(iii) litigations,- details of litigations in relation to the real estate projects being registered with the Authority;

(iv) website,-

(a) web link to the promoter or parent entity, as the case may be; and

(b) web link to the project website.

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

(i) advertisement and prospectus issued with regards to the project;

(ii) 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; and

(c) details of the registration granted by the Authority;

(iii) apartment, plot and garage/ covered car parking in stilt and basement related details,-

(a) details of the number, type and carpet area of apartments for sale in the project along-with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any, or details of the number, type and area of plots for sale in the project or both, as the case may be;

(b) details of the number and areas of garage/ covered car parking in stilt and basement for sale in the project; and

(c) details of the number of open parking areas and covered parking areas available in the project;

(iv) real estate agents registered under the Act;

Names and addresses of real estate agents for the project;

(v) consultants,- details, including name and addresses of contractors, architect and structural engineers and other persons concerned with the development of the project such as,-

(a) name and address of the person;

(b) names of promoters;

(c) year of establishment; and

(d) names and profile of key projects completed;

(vi) location,- the details of the location of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;

(vii)development Plan,-

(a) the plan of development works to be executed in the proposed real estate project and the proposed facilities to be provided thereof including fire fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc.;

(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) Project schedule:- the plan of development works to be executed in the project and the details of the proposed facilities to be provided thereof and the timelines to achieve the same; and

(d) The detailed specification of design of apartment and material to be used.

(e) The stage wise time schedule of completion of the real estate project, including the provision for civic infrastructure like water, sanitation and electricity etc

C. Financial details of the promoter,-

(i) authenticated copy of the PAN card of the promoter; and

(ii) the annual report including audited profit and loss account, balance sheet, cash flow statement, Director's report and the auditor's report of the promoter for the immediately preceding three financial years and where annual report is not available, the audited profit and loss account, balance sheet, cash flow statement and the auditor's report of the promoter for the immediately preceding three financial years and in case of newly incorporated or registered entity such information shall be disclosed for the parent entity.

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

(i) list of number and types of apartments or plots booked;

(ii) list of number of garages/ covered car parking in stilt and basement for sale and booked;

(iii) status of the project,-

(a) status of construction of each building with photographs;

(b) status of construction of each floor with photographs; and

(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 sanctioned plan, layout plan, specification, license, permit or approval for the project.

E. Details of approvals, permissions, clearances, legal documents,-

(i) approvals,-

(a) 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;

(b) authenticated copy of the site plan or site map showing the location of the project land along with names of revenue estates, khasra/khautni numbers and area of each parcel of the project land;

(c) authenticated copy of the layout plan of the real estate project or the phase thereof, and also the layout plan of the whole real estate project as sanctioned by the competent authority and other specifications of the real estate project ;

(d) floor plans for each tower and block including clubhouse, amenities and common areas;

(e) any other permission, approval, or license that may be required under applicable law; and

(f) authenticated copy of occupancy certificate and completion certificate including its application;

(ii) legal documents,-

(a) details including the Performa of the application form, allotment letter, agreement for sale and the conveyance deed;

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

(c) land title search report from an advocate having experience of at least ten years;

(d) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest and name of any party in or over such land or non encumbrance certificate through an advocate having experience of atleast ten years from the revenue authority not below the rank of Tehsildar, as the case may be;

(e) where the promoter is not the owner of the land on which development is proposed, details of the consent of the owner of the land along with a copy ofthe collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(f) details of mortgage or charge, if any, created on the land and the project.

F. contact details,- contact address, contact numbers and email-ids of the promoter, authorized person and other officials handling the project.

(2) The Authority shall ensure that the following information is made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked, namely:-

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 Authority;

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

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

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

(v) authenticated copy of the PAN card(s);

(vi) 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 Authority:-

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

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

(iii) photograph of the real estate agent if he is an individual and the photograph(s) of the partners, directors etc. in case of other persons.

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

(3) 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.

CHAPTER V

INTEREST PAYABLE BY PROMOTER AND ALLOTTEE AND TIMELINES FOR REFUND

Section 18(1) 19(4)19(7) and 84(2)(i)(j)(k)

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

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public.

Section 18(1) applicable in terms of 19(4)19(7) and 84(2)(i)(j)(k)

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

CHAPTER VI

REAL ESTATE REGULATORY AUTHORITY

Section 22 and 84(2)(l)

18. Selection of Chairperson and Members of the Authority.- (1) As and when vacancies of Chairperson or any other Member in the Authority exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled.

(2) The Selection Committee may, for the purpose of selection of the Chairperson or a Member of the 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 for appointment as Chairperson or Member of the Authority.

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

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

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

Section 24 and 84(2)(m)

19. Salary and allowances payable to and other terms and conditions of service of Chairperson and other Members of the Authority.- (1) The salaries and allowances payable to the Chairperson and other Members of the Authority shall be as follows:-

(a) The Chairperson shall be paid a consolidated monthly salary of two lakh fifty thousand rupees and shall not be entitled to any allowance relating to house and vehicle;

(b) The Member shall be paid a consolidated monthly salary of two lakh rupees and shall not be entitled to any allowance relating to house and vehicle;

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

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

Section 25 and 84(2)(m)

20. Administrative powers of the Chairperson of the Authority.- The administrative powers of the Chairperson of the regulatory authority shall include making decisions with regard to the following:-

(a) Officiating against sanctioned posts;

(b) authorization of tours to be undertaken by any Member, officer or employees of the Authority within India and the allowance(s) to be granted for the same. For foreign tours, prior approval of the State Government shall be required;

(c) all matters in relation to reimbursement of medical claims;

(d) all matters in relation to grant or rejection of leaves.

(e) permission for hiring of vehicles for official use. However, for the number and type of vehicles to be hired, prior approval of the State Government shall be required;

(f) nominations for attending seminars, conferences and training courses in India. For foreign trainings, prior approval of the State Government shall be required ;

(g) permission for invitation of guests to carry out training course;

(h) all matters pertaining to staff welfare expenses;

(i) sanction regarding scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs; and

(j) all matters relating to disciplinary action against the employees of the Authority.

Section 28(2) and 84(2)(o)

21. Salary and allowances payable to and other terms and conditions of service of the officers and other employees of the Authority.- (1) The conditions of service of the officers and employees of the Authority in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to the officers and employees of the State Government and drawing the corresponding scales of pay.

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(2) The State Government shall have the power to relax the provisions of any of these rules in respect of any class or category of officers or employees.

22. Functioning of the Authority.- (1) The office of the Authority shall be located at such place as may be determined by the State Government by notification. Section 35(2)(iv) and 84(2)(q)

(2) The working days and office hours of the Authority shall be the same as that of the normal working days and office norms of the other offices of the State Government.

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

(4) Every notice, order and direction of the Authority shall bear the seal of the Authority which shall be in custody with the person designated by the Chairperson.

(5) The Authority shall ordinarily have sitting at its headquarters and at such other places as the Chairperson may by general or special order specify.

23. Additional powers of the Authority.- (1) In addition to the powers specified in sub-section (2) of section 35, the Authority shall exercise the following additional powers, namely:- Section 35(2)(iv) and 84(2)(q)

(a) require the promoter, allottee or real estate agent to furnish in writing such information or explanation or produce such documents within such reasonable time, as it may deem necessary; and

(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 Authority 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 Authority in the conduct of any inquiry or proceedings before it.

(3) 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 under sub- clause (D) of clause (l) of sub-section (2) of section 4; or

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

(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.

Section 40(1) and 84(2)(r)

24. Recovery of interest, penalty and compensation.- The recovery of the amount due such as interest, penalty or compensation shall be recovered as arrears of land revenue in the manner provided under applicable local laws.

Section 40(g) and 84(2)(f)

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

CHAPTER VII

REAL ESTATE APPELLATE TRIBUNAL

Section 44 and section 84(2)(u)

26. Appeal and the fees payable.- (1) Every appeal filed under sub-(1) of section 44 shall be accompanied by a fee of one thousand rupees in the form of a demand draft or a bankers cheque drawn on any scheduled bank in favor of the Appellate Tribunal and payable at the branch of that Bank at the station where the seat of the said Appellate Tribunal is situated.

(2) Every appeal shall be filed as per Form 'L' along with the following documents, namely:-

(a) true copy of the order against which the appeal is filed;

(b) copies of the documents relied upon by the appellant and referred to in the appeal; and

(c) an index of the documents.

(3) Every appeal shall be either filed at the filing counter of the Registry of the Appellate Tribunal or through a registered post or through online system, as applicable.

(4) In case of an appeal sent by post under sub-rule (3), it shall be deemed to have been presented to the Appellate Tribunal on the day on which it is received in its office.

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

(6) On the date of hearing or any other date to which hearing could be adjourned, it shall be obligatory on the parties or their agents, as the case may be, to appear before the Appellate Tribunal:

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

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

27. Selection of members of the Appellate Tribunal.- (1) As and when vacancies of a Member in the Appellate Tribunal exist or arise, or are likely to arise, the State Government may make a reference to the Selection Committee in respect of the vacancies to be filled. Section 46(3) and 84(2)(v)

(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 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 State Government.

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

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

Section 48(1) and 84(2)(w)

28. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Appellate Tribunal.-

(1) The salaries and allowances payable and other terms and conditions

of service of the Chairperson and Members of the Appellate Tribunal shall be as follows, namely:-

(a) the Chairperson:

Serial No.	Item	Detail
1.	Salary	In case of serving Judge, the monthly salary shall not be less than the salary he/she is drawing as a serving Judge of the High Court and in case of a retired Judge, the monthly salary shall be the last drawn salary as a Judge minus pension. DA as admissible from time to time.
2.	Vehicle	Staff Car with 200 liters of petrol per month or actual consumption (Whichever is less).
3.	Medical facility	At the rate admissible to a sitting Judge of High Court at present means actual reimbursement without any limit.
4.	Electricity/ Water	Shall be entitled to reimbursement of electricity reimbursement for his residence up to limit of 10000 units per annum and 3600 KL water per month.
5.	Leave	Shall be entitled to 30 days of earned leave for every completed one year of service.
6.	Telephone	Shall be entitled to telephone at office (with no limit) and at residence up to limit of 5000 calls per month.

7.	Accommodation	Shall be entitled to a rent free accommodation as per entitlement of a sitting Judge or in lieu of Government accommodation, House Rent Allowance as per entitlement of a sitting Judge of High Court i.e. @ Rs. 10000/- per mensum.
8.	Sumptuary allowance	As admissible to a sitting Judge of High Court.
9.	LTC	At the rate admissible to a sitting Judge of High Court.

(b) the Member:

Serial No.	Item	Detail
1.	Salary and allowance and other benefits of Member.	Shall be entitled to receive last pay drawn at the time of his retirement in the State of Punjab: Provided that if, the Member at the time of his appointment was in receipt of a pension or being eligible for that elected to draw a pension in respect of any previous service under the Central Government or a State Government,

his		salary in respect of any service as a Member shall be reduced: a) By the amount of that pension; b) If he had, before assuming office, received in lieu of portion of pension due to him/ her in respect of such previous service, the commuted value thereof by the amount of that portion of the pension; and c) By any other form of retirement benefits, being drawn or availed of or to be drawn by him. d) In case a Member has retired from service before 01.01.2016, his last pay would be revised on notional basis in the revised pay scale as per relevant fitment table.

		e) The member, who is not a servant of the Govt., shall be paid a monthly salary equivalent to the Additional Secretary to the Govt. of India.
2.	Accommodation for Member	i) The Member shall be entitled to Govt. accommodation as per entitlement of the rank of Principal Secretary to Govt. of Punjab. ii) In case, a member does not avail of the facility of Government accommodation, he shall be entitled to get maximum, amount of Rs. 10,000/- in lieu of such accommodation as rent.
3.	Transport	i) The Member shall be provided a staff car and a driver. However, if he wishes to use his personal car and driver, he/ she shall be granted an additional allowance of Rs. 10,000/- per month in lieu of the staff car, petrol and the driver. ii) The member shall be entitled to use Goverment vehicle for private purpose on the same analogy as is admissible to the Principal Secretary of the State of Punjab.
4.	Travel Allowance	For journey performed on duty within or outside the State of Punjab, but within the territory of India, or at the time of appointment or

		retirement, the Member shall be entitled to draw such travelling and daily allowance, as is admissible to the Principal Secretary, Grade Officer of the State of Punjab.
5.	Medical Treatment	The medical treatment to a member and his family members shall be provided in accordance with the rules which for the time being, apply to the Principal Secretary Grade Officer of the State of Punjab.
6.	Leave	Shall be entitled to 30 days of earned leave for every completed one year of service.

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7.	Authority competent to grant leave	The power to grant or refuse leave to the Member and to revoke or curtail the leave granted to him, shall vest in the Governor of State of Punjab.
8.	Pension	The Member shall not be entitled to any pensionary benefits for the period of service rendered in the Tribunal.

29. Inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.- (1) The State Government shall on the occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of a Chairperson or Member of the Authority or as specified under sub-section (1) of section 49 in case of a Chairperson or Member of the Appellate Tribunal, either by receipt of a complaint in this regard or suo motu, as the case may be, make a preliminary scrutiny with respect to such charges against the Chairperson or any Member of the Authority or Appellate Tribunal, as the case may be. Section 49(4) and 84(2)(x)

(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 the Chief Justice of the Punjab and Haryana High Court to appoint a sitting or retired judge of the High Court for conducting the inquiry in the matter.

(3) The State Government shall forward to the Judge appointed under sub-rule (2), copies of,-

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

(b) material documents relevant to the inquiry.

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

(5) Where it is alleged that the Chairperson or Member of the 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 investigation, the Judge shall submit his report to the State Government stating therein his findings and the reasons thereof on each of the articles of charges separately with such observations on the whole case as he thinks fit.

(7) After receipt of the report under sub-rule (6), State Government shall, in consultation with the Chief Justice of the Punjab and Haryana High Court, decide to either remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.

Section 51(3) and 84(2)(y)

30. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal.- (1) The conditions of service of the officers and employees of the Appellate Tribunal and any other category of employees in the matter of pay, allowances, leave, joining time, joining time pay, age of superannuation and other conditions of service, shall be regulated in accordance with such rules and regulations as are, from time to time, applicable to the officers and employees of the State Government and drawing the corresponding scales of pay.

(2) The State Government shall have power to relax the provisions of any of these rules in respect of any class or category of officers or employees.

Section 53(4)(g) and 84(2)(z)

31. Additional powers of the Appellate Tribunal.- 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) 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; and

(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.

32. 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.

Section 54 and 84(2)(za)

33. Administrative powers of the Chairperson of the Appellate Tribunal.- The administrative powers of the Chairperson of the Appellate

Tribunal shall include making decisions with regard to the following:-

(a) officiating against sanctioned posts;

(b) authorization of tours to be undertaken by any Member, officer or employee within India and the allowance(s) to be granted for the same. For foreign tours, prior approval of the State Government shall be required;

(c) all matters in relation to reimbursement of medical claims;

(d) all matters in relation to grant or rejection of leaves;

(e) permission for hiring of vehicles for official use. However, for the number and type of vehicles to be hired, the prior approval of the State Government shall be required;

(f) nominations for attending seminars, conferences and training courses in India. For foreign training courses, prior approval of the State Government shall be required;

(g) permission for invitation of guests to carry out training course;

(h) all matters pertaining to staff welfare expenses; and

(i) sanction regarding scrapping or write-off of capital assets which due to normal wear and tear have become unserviceable or are considered beyond economical repairs;

34. Functioning of the Appellate Tribunal.- (1) The office of the Appellate Tribunal shall be located at such as may be determined by the State Government by notification.

(2) The working days and office hours of the Appellate Tribunal shall be the same as that of the normal working days and office hours of other offices of the State Government.

(3) The official common seal and emblem of the Appellate Tribunal shall be such as the State Government may specify.

(4) Every notice, order and judgement of the Appellate Tribunal shall bear seal of the Appellate Tribunal which shall be in custody with the person designated by the Chairperson.

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

CHAPTER VIII

OFFENCES AND PENALTIES

Section 70(1) and 84(2)(zb)

35. Terms and conditions and the fine payable for compounding of offence.- (1) The court shall, for the purposes of compounding any offence punishable with imprisonment under the Act, accept an amount as specified in the Table below:-

Offence	Money to be paid for compounding the offence
Punishable with imprisonment under sub section (2) of section 59	Upto ten percent of the estimated cost of the ongoing real estate project
Punishable with imprisonment under section 64	Upto ten percent of the estimated cost of the ongoing real estate project
Punishable with imprisonment under section 66	

Upto ten percent of the estimated cost of the plot, apartment or building, as the case may be, of the real estate project, for which the sale or purchase has been facilitated

Punishable with imprisonment under section 68

Upto ten percent of the estimated cost of the plot, apartment or building, as the case may be.

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

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

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

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CHAPTER IX

FILING OF COMPLAINT WITH THE AUTHORITY AND THE ADJUDICATING OFFICER

36. Filing of complaint with the Authority and inquiry by the Authority.- Section 31, 71 (1) and 84(2)(zc)

(1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form 'M' which shall be accompanied by a fee of one thousand in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favor of the Authority and payable at the branch of that bank at the station where the seat of the Authority is situated.

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

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

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

(c) the notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

(d) on the date so fixed, the Authority shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made thereunder and if the respondent,-

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

(ii) does not plead guilty and contests the complaint, the Authority shall demand an explanation from the respondent;

(e) in case the Authority is satisfied on the basis of the submissions made that the complaint does not require any further inquiry, it may dismiss the complaint;

(f) in case the Authority is satisfied on the basis of the submissions made that there is need for further hearing into the complaint, it may order production of documents or other evidence on a date and time fixed by it;

(g) the Authority shall have the power to carry out an inquiry into the complaint on the basis of documents and submissions;

(h) on the date so fixed, if the 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 there under, 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 there under; or

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

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

Section 31, 71(1) and 84(2)(zc)

37. Filing a complaint with the adjudicating officer and inquiry by 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' which shall be accompanied by a fee of one thousand rupees in the form of a demand draft or a bankers cheque drawn on a scheduled bank in favor of the Authority and payable at the branch of that bank at the station where the seat of the Authority is situated.

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

(a) upon receipt of the complaint the adjudicating officer shall issue a notice along with particulars of the alleged contravention and the relevant documents to the respondent;

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

(c) the notice may specify a date and time for further hearing and the date and time for the hearing shall also be communicated to the complainant;

(d) on the date so fixed, the adjudicating officer shall explain to the respondent about the contravention alleged to have been committed in relation to any of the provisions of the Act or the rules and regulations made there under and if the respondent,-

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

(ii) does not plead guilty and contests the complaint, the adjudicating officer shall demand an explanation from the respondent;

(e) in case the adjudicating officer is satisfied on the basis of the submissions made that complaint does not require any further inquiry ,he may dismiss the complaint;

(f) in case the adjudicating officer is satisfied on the basis of the submissions made that there is need for further hearing into the complaint, he may order production of documents or other evidence on a date and time fixed by him;

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

(h) on the date so fixed, if the adjudicating officer, upon consideration of the evidence produced before him and other records and submissions, is satisfied that the respondent is,-

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

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

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

CHAPTER IX

BUDGET AND REPORT

Section 77 (1) and 84(2)(zd) accounts accounts

38. Budget, accounts and audit.- (1) At the end of the financial year of every year, the Authority shall prepare a budget, maintain proper and other relevant records and prepare an annual statement of in Form 'O'.

(2) The Authority shall preserve the accounts and other relevant records prepared under sub-rule (1) for a minimum period of five years.

(3) The accounts and other relevant records under sub-rule (1) shall be signed by the Chairperson, Members, Secretary and the officer in-charge of Finance and Accounts.

(4) The accounts of the Authority and the audit report shall, as soon as possible, be submitted to the State Government for laying before the State Legislature.

Section 78 (1) and 84(2)(ze)

39. Annual Report.- (1) The Authority shall prepare its annual report in Form 'P'.

(2) The Authority may also include in the Annual Report such other matters as deemed fit by the Authority for reporting to the State Government.

(3) The annual report shall, after adoption at a meeting of the Authority and signed by the Chairperson and Members and authenticated by affixing the common seal of the Authority, with requisite number of copies thereof, be submitted to the State Government within a period of one hundred and eighty days immediately following the close of the year for which it has been prepared.

ANNEXURE 'A'

[See rule 7]

AGREEMENT FOR SALE

(To be inserted)

FORM 'A'

[See rule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Regulatory Authority (Name of Place)

_____

_____

Sir

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

1. The requisite particulars are as under:-

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

(ii) In case of individual –

(a) Name

(b) Father's Name

(c) Occupation

(d) Address

(e) Contact Details (Phone number, E-mail, Fax Number etc.)

(f) Name, photograph, contact details and address of the promoter

OR

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

a) Name

b) Address

c) Copy of registration certificate as [firm/ societies/ trust/ company/ limited liability partnership/ competent authority etc.]

d) Main objects

e) Contact Details (Phone number, E-mail, Fax Number etc.)

f) Name, photograph, contact details and address of [chairman/ partners/ directors] and authorized person etc.

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(iii) PAN No._____of the promoter;

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

(v) Details of project land held by the applicant _____;

(vi) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc._____;

(vii)Agency to take up external development works _____ Local Authority / Self Development];

(viii)Registration fee by way of a demand draft / bankers cheque dated_____ drawn on bearing no._____for an amount of Rs._____/- calculated as per sub-rule (3) of rule 3 or through online payment as the case may be _____ (give details of online payment such as date paid, transaction no. etc.);

2. [I/We] enclose the following documents, namely:-

(i) authenticated copy of the PAN card of the promoter;

(ii) annual report including audited profit and loss account, balance sheet, cash flow statement, directors report and the auditors report of the promoter for the immediately preceding three financial

years and where annual report is not available, the audited profit and lost account, balance sheet, cash flow statement and the auditors report of the promoter for the immediately preceding three financial years;

(iii) authenticated copy of the legal title deed reflecting the title of the promoter to the land on which development of project is proposed along with legally valid documents for chain of title with authentication of such title;

(iv) details of encumbrances on the land on which development of project is proposed including details of any rights, title, interest, dues, litigation and name of any party in or over such land or no encumbrance certificate from an advocate having experience of atleast ten years or from the revenue authority not below the rank of tehshildar, as the case may be;

(v) where the promoter is not the owner of the land on which development of project is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land on which project is proposed to be developed;

(vi) an authenticated copy of the approvals and commencement certificate from the competent authority obtained in accordance with the laws as may be applicable for the real estate project mentioned in the application, and where the project is proposed to be developed in phases, an authenticated copy of the approvals and commencement certificate from the competent authority for each of such phases;

(vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority;

(viii) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy;

(ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project;

(x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottees;

(xi) the number, type and the carpet area of apartments for sale in the project along with the area of the exclusive balcony or verandah areas and the exclusive open terrace areas with the apartment, if any;

(xii) the number and areas of garage for sale in the project;

(xiii) the number of open parking areas and the number of covered parking areas available in the real estate project;

(xiv)the names and addresses of his real estate agents, if any, for the proposed project;

(xv)the names and addresses of the contractors, architect, structural engineer, if any and other persons concerned with the development of the proposed project;

(xvi)a declaration in Form 'B'.

3. [I/We] enclose the following additional documents and information regarding ongoing projects, as required under rule 4, and under other provisions of the Act or the rules and regulations made thereunder, namely:-

(i)

(ii)

(iii)

……..

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

Dated:

Place

Yours faithfully,

Signature and seal of the applicant(s)

FORM 'B'

[See rule 3(3)]

DECLARATION, SUPPORTED BY AN AFFIDAVIT, WHICH SHALL BE SIGHNED 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 5(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 (l) of sub- section (2) of section 4;

   (iv) The registration shall be valid for a period of_____ years commencing from_____and ending with_____ unless renewed by the Real Estate Regulatory Authority in accordance with section 6 read with rule 7 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 5(2), rule 6 (4) and rule 7]

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

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FORM 'E'

[See rule 6(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From:

_____

_____

To

The Real Estate Regulatory Authority (Name of Place)

_____

_____

Sir,

[I/We] hereby apply for extension of registration of the following project: registered with the Authority vide project registration certificate bearing No._____, which expires on _____

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

(i) A demand Draft No. / Bankers Cheque No._____dated____for rupees _____in favour of_____drawn on _____bank as

extension fee as provided under sub- rule (2) of rule 6 or through online payment as the case may be_____(give details of online payment such as date paid, transaction no. etc.);

(ii) Authenticated Plan of the project showing the stage of development works undertaken till date;

(iii) Explanatory note regarding the state of development works in the project and reason for not completing the development works in the project within the period declared in the declaration submitted in Form 'B' at the time of making application for the registration of the project _____;

(iv) Authenticated copy of the [permission/approval] from the competent authority which is valid for a period which is longer than the proposed term of extension of the registration sought from the Authority;

(v) The authenticated copy of the 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 6 (4)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This extension of registration is granted under section 6, to the following project;_____registered with the Authority vide project registration certificate bearing No. _____ of:-

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

   OR

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

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

   (i) The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment, plot or building, as the case may be, or the common areas as per section 17;

   (ii) The promoter shall deposit seventy percent of the amounts realized by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub-clause (D) of clause (1) of sub- section (2) of section 4;

   (iii) The registration shall be extended by a period of _____ [days/ weeks/ months] and shall be valid until _____.

(iv) The promoter shall comply with the provisions of the Act and the rules and regulations made thereunder;

(v) The promoter shall not contravene the provisions of any other law for the time being in force as applicable to the project;

(vi) If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter

including revoking the registration granted herein, as per the Act and the rules and regulations made thereunder.

Dated:
Place:

Signature and seal of the Authorised Officer
Real Estate Regulatory Authority

FORM 'G'

[See rule 9(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 10(2)]

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 there under,

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

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the 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.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 'I'

[See rule 10(3), 11(4) and 12]

INTIMATION OF

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

From:

The Real Estate Regulatory Authority,

_____
_____

To

_____

_____

Application / Registration No.: _____

Dated: _____

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

OR

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

OR

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

for the reasons set out:_____

Place:

Dated:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 'J'

[See rule 11(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)

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FORM 'K'

[See rule 11(4)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

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

(in the case of an individual) Mr./Ms._____son of Mr./Ms._____Tehsil_____District_____ State_____;

OR

(in the case of a firm / society / company)_____firm / society / company_____having its registered office / principal place of business at_____.

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

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

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the regulatory authority;

(ii) The real estate agent shall maintain and preserve such books of account, records and documents as provided under rule 14;

(iii) The real estate agent shall not involve himself in any unfair trade practices as specified under clause (c) of section 10;

(iv) The real estate agent shall facilitate the possession of all documents, as the allottee is entitled to, at the time of booking of any plot, apartment or building, as the case may be.

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

(vi) The real estate agent shall comply with the provisions of the Act and the rules and regulations made thereunder;

(vii)The real estate agent shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;

(viii)The real estate agent shall discharge such other functions as may be specified by the 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.

Dated:

Place:

Signature and seal of the Authorized Officer
Real Estate Regulatory Authority

FORM 'L'

[See rule 26(2)]

APPEAL TO APPELLATE TRIBUNAL

Appeal under section 44 of the Act

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).

Place:

Date:

Signature of the appellant(s)

FORM 'M'

[See rule 36(1)]

COMPLAINT TO REGULATORY AUTHORITY

Complaint under section 31 of the Act

For use of Regulatory Authority(s) office:

Date of filing: _____

Date of receipt by post:_____

Complaint No.:_____

Signature:_____

Registrar:_____

IN THE REGULATORY AUTHORITIES OFFICE (Name of place)

Between

_____Complainant(s)

And

_____Respondent(s)

Details of claim:

1. Particulars of the complainant(s):

(i) Name of the complainant:

(ii) Address of the existing office / residence of the complainant:

(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 regulatory authority:

The complainant declares that the subject matter of the claim falls within the jurisdiction of the regulatory authority.

4. Facts of the case:

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

5. Relief(s) sought:

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

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

6. Interim order, if prayed for:

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

[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

9. List of enclosures:

[Specify the details of enclosures with the complaint]

Verification

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

Place:

Date:

Signature of the complainant(s)

FORM 'N'

[See rule 37(1)]

APPLICATION TO ADJUDICATING OFFICER

Claim for compensation under section 31 read with section 71 of the Act

For use of Adjudicating Officers office:

Date of filing:_____

Date of receipt by post:_____

Application No.: _____

Signature: _____

Authorized Officer: _____

IN THE ADJUDICATING OFFICERS OFFICE (Name of place)

Between

_____applicant(s)

And

_____Respondent(s)

Details of claim:

1. Particulars of the applicant(s):

(i) Name of the applicant:

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

(iii) Address for service of all notices:

(iv) Details of allottees apartment, plot or building

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Registration number and address of project:

3. Jurisdiction of the Adjudicating Officer:

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

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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]

Verification

I_____(name in full block letters) son / daughter of_____ the applicant do hereby verify that the contents of paragraphs [1 to 8] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the applicant(s)

FORM 'O'

[See rule 38(1)]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account

For the year ended _____

(In Rupees)

A/c Code	Receipts	Current year as on	Previous year as on	A/c Code	Payments	Current year as on	Previous year as on
1.	To Balance Brought down:			13.	By Chairperson and Members:		
1.1.	To Bank			13.1.	By Pay and Allowances		
1.2.	To Cash in hand			13.2.	By Other benefits		
2.	To Fee, Charges and Fine:			13.3.	By Travelling expenses:		
2.1.	To Fees			13.3.1.	By Overseas		
2.2.	To Charges			13.3.2.	By Domestic		
2.3.	To Fines			14.	By Officers:		
2.4.	To Others (specify)			14.1.	By Pay and Allowances		
3.	To Grants:			14.2.	By Retirement benefits		
3.1.	To Accounts with Government			14.3.	By Other benefits		
3.2.	To Others (specify)			14.4.	By Travelling expenses:		
4.	To Gifts			14.4.1.	By Overseas		
5.	To Seminars and conferences			14.4.2.	By Domestic		
6.	To Sale of Publications			15.	By Staff:		
7.	To Income on investments and Deposits :			15.1.	By Pay and Allowances		

7.1.	To Income on			15.2.	By Retirement benefits		

investments

7.2. To Income on Deposits

8. To Loans:

8.1. To Government

8.2. To Others (specify)

9. To Sale of Assets

10. To Sale on Investments

11. To Recoveries from pay bills

15.3. By Other benefits

15.4. By Travelling expenses:

15.4.1. By Overseas

15.4.2. By Domestic

16. By Hire of Conveyance

17. By Wages

18. By Overtime

19. By Honorarium

20. By Other office expenses

21. By Expenditure on Research

22. By Consultation expenses

23. By Seminars and conferences

24. By Publications of Authority

25. By Rent and Taxes

26. By Interest on Loans

27. By Promotional Expenses

28. By Membership fee

29. By Subscription

30. By Purchase of Fixed Assets (specify)

31. By Investments and Deposits:

31.1 By Investments

31.2 By Deposits

32. By Security Deposits

33. By Loans and Advances to:

33.1 By Employees:

33.1.1. By Bearing Interest

33.1.2. By Not bearing Interest

33.2. By Suppliers/ contractors

33.3. By others (specify)

			34.	By Repayment of loan	
			35.	By Others	
			35.1.	By Leave Salary and Pension	
			35.2.	Contribution	
			35.3.	By Audit Fee	
			35.4.	By Misc:	
			36.	By Balance carried down:	
			36.1	By Bank	
			36.2	By Cash in hand	
	Total			Total	

Member(s) (Signature)

Chairperson (Signature)

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Income and Expenditure Account

For the 1st April_____to 31st March _____

(In Rupees)

A/c Code	Expenditure	Current year as on	Previous year as on	A/c Code	Income	Current year as on	Previous year as on
37.	To Chairperson and Members			61.	By Fee, Charges and Fine		
37.1.	To Pay and Allowances			61.1.	By Fee		
37.2.	To Other benefits			61.2.	By Charges		
37.3.	To Travelling Expenses			61.3.	By Fines		
37.3.1.	To Overseas			61.4.	By Others (specify)		
37.3.2.	To Domestic			62.	By Grants		
38.	To Officers			62.1.	By Account with Government		
38.1.	To Pay and Allowances			62.2.	By Others (Specify)		
38.2.	To retirement Benefits			63.	By Gifts		
38.3.	To Other Benefits			64.	By Seminars and Conferences		
38.4.	To Traveling Expenses			65.	By Sale of Publications		
38.4.1.	To Overseas			66.	By Income on investments and Deposits		
38.4.2.	To Domestic			66.1.	By Income on investments		

39. To Staff
39.1. To Pay and Allowances
39.2. To Retirement Benefits
39.3. To Other Benefits
39.4. To Traveling expenses
39.4.1. To Overseas
39.4.2. To Domestic
40. To hire of Conveyance
41. To Wages
42. To Overtime
43. To Honorarium
44. To Other office expenses
45. To expenditure on Research
46. To Consultation expenses
47. To Seminars and conferences
48. To Publications of Real Estate Regulatory Authority
49. To Rent and Taxes
50. To Interest on loans
51. To Promotional Expenses
52. To membership fee
53. To Subscription
54. To Others
54.1. To Leave Salary and Pension
54.2. Contribution
54.3. To Audit Fee
54.4. To Misc.
55. To Depreciation

66.2. By Income on Deposits
66.3. By Interest on Loan and Advances
67. By Miscellaneous Income
67.1. By Gain on Sales of Assets
67.2. By Excess of expenditure over income
67.3. (Transferred to Capital Fund Account)

56.	To Loss on sale of assets		
57.	To Bad Debts written off		
58.	To Provision for bad & doubtful debts		
59.	To Excess of income over Expenditure		
60.	(Transferred to capital Fund Account)		
	Total		Total

Member(s) (Signature)

Chairperson (Signature)

(JYST 18, 1939 SAKA)

Balance Sheet as on 31st March_____

(In Rupees)

A/c Code	Liabilities	Current year as on	Previous year as on	A/c Code	Assets	Current year as on	Previous year as on
68.	Funds			72.	Fixed Assets		
68.1.	Capital Fund			72.1.	Gross Block at Cost		
68.2.	Add Excess of Income over Expenditure/ excess of Expenditure over Income			72.2.	Less Cumulative depreciation		
68.3.	Other Funds (Specify)			72.3.	Net Block		
69.	Reserves			73.	Capital Work-in-progress		
70.	Loans			74.	Investments & Deposits		
70.1.	Government			74.1.	Investment		
70.2.	Others			74.2.	Deposits		
71.	Current Liabilities and provisions			75.	Loans and Advances		
				75.1.	Account with Government		

		76.	Sundry Debtors
		77.	Cash and Bank Balances
		78.	Other Current Assets
Total			Total

Accounting Policies and Notes:

Member(s) (Signature)

Chairperson (Signature)

(JYST 18, 1939 SAKA)

FORM 'P'

[See rule 39(1)]

ANNUAL REPORT TO BE PREPARED BY REGULATORY AUTHORITY

I. Return on registration of promoters and real estate agents

A. In relation to Promoters:

Serial Number	Name of promoter	Address of promoter	Description of project for which registration has been issued	Fee paid	Registration Number
1	2 3 4		5		6

Date of issue of registration	Date on which registration expires	Date of extension of registration with period of extension	Remark
7	8 9	10	

B. In relation to Real Estate Agents:

Sr. No.	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 the adjudicating officer	No. of Cases received during the quarter by the adjudicating officer	No. of Cases disposed of by the adjudicating officer

(JYST 18, 1939 SAKA)

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 rules and regulations made there under 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

(JYST 18, 1939 SAKA)

SCHEDULE -1

Rates of Registration fee for Promoter (Rs per sq meter) (See rule 3(4))

Sr. No.	Potential Zone	Category wise charges per sq meter			
		Residential Plotted	Group Housing	Commercial	Industrial
1	Master Plan Area of S.A.S.Nagar, Mullanpur and Zirakpur Ludhiana within and outside M.C Limits upto 15 Kms.	***3***	***5***	***10***	***2***
2	Jalandhar within and outside M.C Limits upto 10 Kms. Master Plan Area of Kharar, Dera Bassi and Banur	***2***	***4***	***8***	***1.5***
3	Amritsar, Patiala, Khanna, Rajpura, Mandi Gobindgarh, Sirhind and Phagwara within and outside M.C Limits upto 7 Kms and NH-1 upto 2 Kms on both sides, outside any potential zone.	***2***	***4***	***6***	***1.5***
4	Bathinda, Moga, Batala, Pathankot, Barnala, Malerkotla, Morinda, Hoshiarpur, within and outside M.C Limits upto 5 Kms.	***2***	***3***	***4***	***1***
5	Sangrur, Sunam, Nabha, Faridkot, Kotkapura, Ferozepur, Malout, Abohar, Sri Mukatsar Sahib, Kapurthala, Nawan Shahar, Ropar, Tarn Taran, Gurdaspur, Samana, Jagraon, Mansa, Lalru, Kurali within and outside M.C Limits upto 3 Kms and All other NH (except NH 1)/SH/Scheduled Roads upto 1 Kms both sides, outside any potential zone.		***1***	***2***	***3*** ***1***
6	Rest of Punjab	***1***	***2***	***3***	***1***

The fee for the extension of the registration period of the project shall be charged at half the rate of the registration fee as prescribed under sub rule (4) of rule 3.

Registration/Renewal fee for Real Estate Agent *(See rule 9(2) and 11(2))*

Sr. No.	Type of agent	Registration fee	Renewal fee
1.	For individual 5,000	3000	
2.	Other than individual	25000	12000

ANNEXURE 'A'

[sub-rule(1) of rule 8]

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, 2013, (Central Act 18 of 2013), 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 (Central Act 9 of 1932), having its principal place _____, (PAN of business at _____), represented by its authorized Partner

(Aadhar no._____) authorized *vide* _____, hereinafter referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[*OR*]

[*If the promoter is an Individual*]

Mr. / Ms._____, (Aadhar no. _____) son / daughter of_____, aged about _____, residing at _____, (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, 2013, (Central Act 18 of 2013), 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, (Central Act 9 of 1932) having its principal place of buissness 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 Hindu undivided family (HUF)*]

Mr._____, (Aadhar no. _____) son of_____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____HUF, having its place of business / residence at_____, (PAN_____), hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context

or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

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

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

WHEREAS:

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

[*OR*]

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

Promoter have entered into a [collaboration/development/ joint development] agreement dated_____ registered as document no. _____ at the office of the Sub-Registrar;

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

[*OR*]

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

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/

residential development shall be permitted unless it is a part of the plan approved by the competent authority.

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

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

E. 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 he shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has got registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at_____ on _____ under registration No. _____

G. The Allottee had applied for an apartment in the Project *vide* application no. Dated_____and has been allotted apartment no._____ having carpet area of _____ square feet, type _____, on_____ floor in [tower/block/building] no._____ **("Building")** along with garage/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)**;

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

I. _____ _____ [*Please enter any additional disclosures/details*]

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

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

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

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

1. TERMS.-

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

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. (Rupees_____ Only) **("Total Price")** (Give break up and description):

Block/Building/Tower no. Apartment no.
Type
Floor

Rate of Apartment per square feet*

*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.	Rate of Plot per square feet
Type no.	

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) 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 as per the payment plan with reference to clause 1.4. 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.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @_____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations beyond the extent of 5 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.

1.7 [*Applicable in case of an apartment*] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes,

if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within ninety days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/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.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with garage/closed parking/covered parking in basement/stilts 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 for use and enjoyment of the Allottees of the Project ***according to the concerned Act, Rules, regulations and byelaws in respect therof.***

1.10 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_____ [*Please insert the name of the concerned competent authority*] to be filed in accordance with the _____ [*Please insert the name of the relevant State Act, if any*].

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

1.12 The Allottee has paid a sum of Rs._____ (Rupees _____only) as booking amount being part payment towards the Total Price of the [Apartment/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.-

3.1 The Allottee, if resident of 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.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS.-

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

5. TIME IS ESSENCE.-

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

7. POSSESSION OF THE APARTMENT/PLOT.-

7.1 **Schedule for possession of the said Apartment/Plot.-** The Promoter agrees and understands that timely delivery of possession of the Apartment/Plot 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 _____ , 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 ninety days from the date of termination of allotment. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession.-** The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment/Plot, to the Allottee in terms of this Agreement to be taken within 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 agrees 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.

7.3 **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.

On failure of allottee to pay the installment as per schedule given in allotment letter, apart from paying the interest on the delayed amount, the possession of the plot/apartment shall be extended to the extent of period of delay in paying the defaulted amount.

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

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

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit ***ten percent of the total amount of the consideration money, interest and other dues payable*** for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within ninety days of such cancellation.

7.6 **Compensation.–**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 (iii) 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 ninety days including compensation in the manner as provided under the Act:

Provided that where the Allottee does not intend to withdraw from

the Project, the Promoter shall pay to 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; and

(xii) no notice from the Government or any other local body or authority or any legislative enactment, Government Ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES.-

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

(i) promoter fails to provide ready to move in possession of the Apartment/Plot to the Allottee within the time period specified. 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 and as per the completion /occupancy certificate issued by the competent authority; or

(ii) discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) stop making further payments to the 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 will 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/plot, along with interest at the rate specified in the Rules within ninety 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.

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

(i) in case the Allottee fails to make payments for_____ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules;

(ii) in case of Default by Allottee under the condition listed above continues for a period beyond_____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment/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/Plottogether with proportionate indivisible share in the Common Areas within 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 ***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 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 his/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 parkings/covered parking in basement or stilts, 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 etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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 Allottee 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 the 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. 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 A CHARGE.-

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

20. THE PUNJAB APARTMENT OWNERSHIP ACT, 1995.-

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Punjab Apartment Ownership Act, 1995 (Punjab Act No. 13 of 1995). The Promoter showing compliance of various laws/regulations as applicable in._____.

21. BINDING EFFECT.-

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

within thirty days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within thirty days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT.-

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

23. RIGHT TO AMEND.-

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / 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.-

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

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

26. SEVERABILITY.-

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

thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in project, the same shall be the proportion which the carpet area of the Apartment/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 other such instruments and take such other actions, in addition to the instruments

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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, After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the Sub-Registrar.

30. NOTICES.-

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.-

In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the

address given by him/her which shall for all intents and purposes be considered to have been properly served on all the Allottees.

32. GOVERNING LAW.-

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 witnesses, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(2) _____

At_____on_____in the presence of:

Please affix Photograph and sign across the Photograph

Please affix Photograph and sign across the Photograph

(1) _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

WITNESSES:

(Authorized Signatory)

Please affix Photograph and sign across the Photograph

Promoter:

(1) _____

1. Signature _____ Name _____Address _____
2. Signature _____ Name _____Address _____

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

SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE

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

VINI MAHAJAN,
Additional Chief Secretary to Government of Punjab,
Department of Housing and Urban Development.

1265/06-2017/Pb. Govt. Press, S.A.S. Nagar