Government of Rajasthan

Urban Development Department

F.10(32)/UDH/3/2009 Part Jaipur, Dated

NOTIFICATION

In exercise of the powers conferred by section 84 of the Real Estate (Regulation and Development) Act, 2016 (Central Act No.16 of 2016), the State Government hereby makes the following rules, namely:-

CHAPTER - I

Preliminary

1. Short title and Commencement.- (1) These rules may be called the Rajasthan Real Estate (Regulation and Development) Rules, 2017.

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

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

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

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

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

(d) "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 and includes building layout plan;

(e) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.

(f) "planning area" means a planning area or a development area as specified under the master plan;

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

(h) "section" means a section of the Act.

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

CHAPTER - II

Real Estate Project

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

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

(b) audited balance sheet of the promoter for the preceding financial year;

(c) the number of parking areas in each type of parking such as open, basement, stilt, mechanical, parking etc. available in the said real estate project;

(d) copy of the legal title deed reflecting the title of the promoter to the land on which the real estate project is proposed to be developed along with legally valid documents for chain of title with authentication of such title;

(e) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details;

(f) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, duly executed, 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; and

(g) such other information and documents, as may be specified by the regulations.

(2) An application referred to in sub-section (1) of section 4 shall be made in writing in Form-A which shall be submitted in triplicate, until the application procedure is made web based as provided under sub-section (3) of section 4.

(3) The promoter shall pay a registration fee at the time of application for registration by way of a demand draft, a bankers cheque drawn on any scheduled bank or through online payment mode, as the case may be, for a sum calculated at the rate of, -

(a) in case of group housing projects rupees five per square meter for project where the area of land proposed to be developed does not exceed one thousand square meters or rupees ten per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters but shall not be more than five lakhs rupees;

(b) in case of mixed development (residential and commercial) projects rupees ten per square meter for project where the area of land proposed to be developed does not exceed one thousand square meters or rupees fifteen per square meter for projects where the area of land proposed to be developed exceeds one thousand square meters but shall not be more than ten lakhs rupees;

(c) in case of commercial projects rupees twenty per square meter for projects where the area of land proposed to be developed does not exceed one thousand square meters or rupees twenty five per square meter for commercial or any other projects, where the area of land proposed to be developed exceeds one thousand square meters but shall not be more than ten lakhs rupees; and

(d) in case of plotted development projects rupees five per square meter but shall not be more than two lakhs rupees;

(4) The declaration to be submitted under clause (l) of sub-section (2) of section 4 shall be in Form-B which shall include a declaration stating that the promoter shall not discriminate on the basis of caste, religion, language, region, sex or marital status against any allottee at the time of allotment of any apartment, plot or building, as the case may be.

(5) In case the promoter applies for withdrawal of application for registration of the project before the expiry of the period of thirty days provided under sub-section (1) of section 5, registration fee to the extent of five percent paid under sub-rule (3) above, or rupees twenty five thousand whichever is more, shall be retained as processing fee by the Authority and the remaining amount shall be refunded to the promoter within thirty days from the date of such withdrawal.

4. Disclosure by promoters of ongoing projects.- (1) Upon the commencement of sub-section (1) of section 3, promoters of all ongoing projects which have not received completion certificate as required under local law shall within the time specified in the said sub-section make an application to the Authority in rule 3.

(2) The promoter shall disclose all project details as required under the Act, rules and regulations made thereunder including the status of the project and the extent of completion.

(3) The promoter shall disclose the size of the apartment based on carpet area even if earlier sold on any other basis such as super area, super built up area, built up area etc. which shall not affect the validity of the agreement entered into between the promoter and the allottee to that extent.

(4) In case of plotted development the promoter shall disclose the area of the plot being sold to the allottees.

(5) Where the project is to be developed as separate buildings in phases, every such building or group of buildings as decided or declared by the promoter at the time of registration shall be considered as a phase and the promoter shall obtain registration under the Act for each phase separately.

Explanation : For the purpose of this rule "ongoing project" means a project where development is going on and for which completion certificate has not been issued but excludes such projects which fulfill any of the following criteria on the date of commencement of relevant provisions of the Act:-

(i) where common areas and facilities have been handed over to the association of allottees or the competent authority, as the case may be, for maintenance;

(ii) where sale/lease deeds or possession letter of minimum sixty percent of the apartments /houses/plots in the phase/project have been executed;

(iii) where all development works have been completed and completion certificate has been obtained from chartered engineer in practice as per prevalent Township Policy;

(iv) where completion certificate has been obtained from the competent authority or where all development works have been completed and application has been filed with the competent authority;

(v) where development is done in phases then each phase shall be considered as a separate project and the phases which fulfill any of the above conditions shall be excluded;

(vi) where competent authorities/local bodies have started issuing lease deeds for plots by organising camps or otherwise in township schemes; or

(vii) where services have been handed over to the local authority for maintenance or more than fifty percent of the development charges for the same have been deposited to the local authority.

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

(i) revenue or area share given to land owner in lieu of land under any kind of agreement such as Joint Venture, Joint Development etc, in case the Promoter is not the owner of the land,

(ii) amount paid to land owner,

(iii) incidental costs related to acquisition of land such as stamp duty, brokerage, settlement costs of litigation, premiums paid to government authorities related to land,
(iv) interest on finance for purchase of land,
(v) litigation costs incurred for land acquisition,
(vi) property and other taxes, fees, premiums paid.

(2) For the purposes of sub-clause (D) of clause (l) of sub-section (2) of section 4, the construction cost shall be the total cost incurred by the promoter, towards the on-site expenditure for the physical development of the project and includes fees payable to the architects, consultants, project managers/staff including engineers, marketing agents etc. fees/charges/security deposit payable to various departments/authorities, Labor Cess, VAT which are incurred during the development of the project.

6. Grant or rejection of registration of the project.- (1) Upon the registration of a project under section 5, the Authority shall grant a registration certificate with a registration number in Form-C to the promoter.

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

7. Extension of registration of the project.- (1) The registration granted under section 5, may be extended as per section 6, on an application made by the promoter in Form-E prior to the expiry of the registration granted.

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

Provided that where extension of registration is due to *force majeure* the Authority may at its discretion waive the fee for extension of registration.

(3) Extension of registration of the project shall not be beyond the period provided as per local laws for completion of the project or phase thereof, as the case may be.

(4) In case of extension of registration the Authority shall grant the certificate for extension of registration in Form-F to promoter and in case of rejection of the application for extension of registration the Authority shall inform the promoter, in Form-D about the same:

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

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

9. Agreement for sale.- (1) For the purpose of sub-section (2) of section 13, the agreement for sale shall be in Form-G.

(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 or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

CHAPTER - III

Real Estate Agent

10. Application for Registration by the real estate agent.- (1) Every real estate agent required to register as per sub-section (2) of section 9 shall make an application in Form-H to the Authority 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 (whether proprietorship, society, partnership, company etc.) including the bye-laws, memorandum of association, articles of association etc. as the case may be;

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

(d) authenticated copy of the PAN card;

(e) 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 by way of a demand draft or a bankers cheque drawn on any scheduled bank or through online mode, as the case may be, for a sum of rupees ten thousand in case of the applicant being an individual or rupees fifty thousand in case of the applicant being anyone other than an individual.

11. Grant of Registration to the real estate agent.- (1) Upon the registration of a real estate agent as per section 9 read with rule 10, the Authority shall issue a registration certificate with a registration number in Form-I to the real estate agent.

(2) In case of rejection of the application as per section 9 the Authority shall inform in Form-J to the applicant.

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

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

(2) The application for renewal of registration shall be accompanied with a demand draft or bankers cheque drawn on any scheduled bank or proof of payment through online mode, as the case may be, for a sum of rupees five thousand in case of the real estate agent being an individual or rupees twenty five thousand in case of the real estate agent being anyone other than an individual.

(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 10 at the time of application for renewal.

(4) In case of renewal of registration, the Authority shall grant the certificate for renewal of registration in Form-L to the real estate agent and in case of rejection of the application for renewal of registration the Authority, shall inform the real estate agent in Form-J:

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.

(5) The renewal of registration of the real estate agent shall be granted provided that the real estate agent remains in compliance with the provisions of the Act and the rules and regulations made thereunder.

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

13. Revocation of Registration of real estate agent.- The Authority 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 in Form-J.

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

15. Other functions of a real estate agent.- The real estate agent shall provide assistance to enable the allottee and promoter to exercise their respective rights and 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 published on the Website of the Authority

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

(A) Details of the promoter including the following:-

(i) Developer or Group Profile:

(a) a brief detail of his enterprise including its name, registered address, type of enterprise (proprietorship, limited liability partnership, society, partnership, company, competent authority) and the particulars of registration and in case of a newly incorporated or registered entity, brief details of the parent entity including its name, registered address, type of enterprise (proprietorship, society, limited liability partnership, partnership, companies, competent authority);

(b) background of promoter such as educational qualification, work experience and in case of a newly incorporated or registered entity work experience of the chairman, directors, partners, as the case may be and that of the authorised 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 authorised persons.

(ii) Track record of the promoter:

(a) number of years of experience of the promoter or parent entity in real estate construction in the State;

(b) number of years of experience of the promoter or parent entity in real estate construction in other states or union territories;

(c) number of completed projects and area constructed till date;

(d) number of ongoing projects and proposed area to be constructed; 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 developed or being developed in the past five years by the promoter.

(iv) Website:

(a) web link to the developer or group website;

(b) web link to the project website.

(B) Details of the real estate project including the following:-

(i) 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.

(ii) Apartment and garage related details:

(a) details of the number, type and carpet area of apartments for sale in the project as provided under clause (h) of sub-section (2) of section 4;

(b) details of the number and areas of garage or basement parking or stilt parking for sale in the project as provided under clause (i) of sub-section (2) of section 4; and

(c) details of the number of open parking including visitor parking areas available in the real estate project.

(iii) Registered Agents:
names and addresses of real estate agents, if any, as provided under clause (j) of sub-section (2) of section 4.

(iv) Consultants:
details, including name and addresses, of contractors, architect and structural engineers and other persons concerned with the development of the real estate project as provided under clause (k) of sub-section (2) of section 4, such as:-

(a) Name and address of the person;

(b) Names of promoters;

(c) Year of establishment; and

(d) Names and profile of key projects completed.

(v) Location:
the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project as provided under clause (f) of sub-section (2) of section 4.

(vi) Development Plan:

(a) the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire fighting facilities,

drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided under clause (e) of sub-section (2) of section 4;

(b) 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; and

(c) gantt charts or milestone charts and project schedule i.e. the plan of the 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 .

(C) Financial details of the promoter:

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

(ii) audited balance sheet of the promoter for the preceding financial year and in case of a newly incorporated or registered entity annual audited balance sheet of the last three financial years of 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:

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

(ii) list of number of garages booked;

(iii) status of the project:

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

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

(d) modifications, amendment or revisions, if any, issued by the competent authority with regard to any sanctioned plans, layout plans, specifications, license, permit or approval for the project.

(E) Downloads:

(i) Approvals:

(a) no objection certificates (wherever required under local law)

(i) environmental clearance,

(ii) fire NOC;

(iii) permission for water supply and sewerage;

(iv) height clearance from the Airport Authority of India; and

(v) such other approvals as may be required and obtained for the project.

(b) authenticated copy of the land use permission and building sanction plan 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 land use permission and building sanction plan for each of such phases;

(c) authenticated copy of the site plan or site map showing the location of the project land along with names of revenue villages, survey numbers, khasra numbers, plot numbers and area of each parcels of the project land;

(d) authenticated copy of the layout plan of the project or the phase thereof, and also the layout plan of the whole project as sanctioned by the competent authority;

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

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

(g) authenticated copy of occupancy certificate or completion certificate (whichever is required under law applicable) 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 is proposed to be developed 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 three years in land related matters;

(d) details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details or no encumbrance certificate from an advocate having experience of at least three years in land related matters;

(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 of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed;

(f) sanction letters:

(i) from banks for construction loan; and

(ii) from banks for home loan tie-ups.

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

(F) Contact details:

contact address, contact numbers and email-id of the promoter and other officials handling the project.

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

(2) For the purpose of clause (c) of section 34, the Authority shall maintain a database and ensure that the information specified therein shall be made available on its website in respect of each promoter as defaulter including the project details, registration for which has been revoked or have been penalised under the Act.

(3) For the purpose of clause (d) of section 34, the Authority shall ensure that the following information shall be made available on its website in respect of each real estate agent registered with it or whose application for registration has been rejected or revoked:

(A) for real estate agents registered with the Authority:

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

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

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

(iv) name, address, contact details and photograph of the real estate agent if he is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of others;

(v) authenticated copy of the PAN card; and

(vi) authenticated copy of the address proof of the place of business of the real estate agent and its other officials.

(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;

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

(iii) name, address, contact details and photograph of the real estate agent if he is an individual and the name, address, contact details and photograph of the partners, directors etc. in case of others.

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

(4) The Authority shall maintain a back-up, in digital form, of the contents of its website in terms of this rule and ensure that such back-up is updated on the last day of each month.

CHAPTER - V

Rate of interest payable by Promoter and Allottee and timelines for refund

17. Rate of interest payable by the promoter and the allottee.- The rate of interest payable 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 funds based lending rates is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix, from time to time, for lending to the general public.

18. Timelines for refund.- (1) Any refund along with the applicable interest and compensation, if any, payable by the promoter in terms of the provisions of section 18 of the Act shall be payable by the promoter to the allottee within forty-five days from the date on which such refund along with interest and compensation, if any, becomes due.

(2) In case the allottee proposes to withdraw from the project without any default of the promoter, before the completion of project, the interest and time period for refund shall be determined as per terms and conditions between the parties in agreement to sale.

CHAPTER- VI

Real Estate Regulatory Authority

19. Manner of selection of Chairperson and Members of the Authority. (1) As and when vacancies of Chairperson or a 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 possessing the requisite qualification and experience and suitable for being considered 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 the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Chairperson or Member, as the case may be.

20. Salary and allowances payable and other terms and conditions of service of Chairperson and Members of the Authority.- (1) The Chairperson and whole-time Members of the Authority shall be paid such salary and allowances as may be fixed by the State Government, from time to time, but if the Chairperson or a Member so appointed is or was in the service of the State Government or Central Government or any authority thereunder, he shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as Chairperson or a Member, as the case may be, of the Authority:

Provided that if the Chairperson or a Member of the Authority before the date of assuming office as Chairperson or a Member, as the case may be, was in receipt of or being eligible to receive any pension in respect of any previous service under the Central Government or the State Government or any authority thereunder, his salary in respect of service as a Chairperson or as a Member, as the case may be, shall be reduced by the amount of that pension and dearness relief thereon, including any portion of the pension which may have been commuted.

(2) In case of persons re-employed after retirement, the provisions contained in the Rajasthan Service Rules, 1956 regarding leave and leave salary shall apply except the following, namely:-

(i) encashment of balance of Privileged Leave during the period of re-employment,

(ii) encashment balance of Privileged Leave on expiry of re-employment, and

(iii) medical leave.

(3) The other allowances payable to and conditions of service of the Chairperson and the whole-time Member of the Authority shall be such as may be determined by the State Government, from time to time.

(4) Every part-time member of the Authority, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Authority as may be determined by the State Government, from time to time and they shall not be entitled to any other allowance.

(5) A person, who, on the date of his appointment as a Chairperson or a Member of the Authority, as the case may be, was in the service of the Central Government or the State Government shall be deemed to have been retired from service i.e. from the date on which he enters upon his office as Chairperson or a Member.

21. Administrative powers of the Chairperson of the Authority.- The administrative powers of the Chairperson of the Authority shall include making decisions, subject to prevailing service rules applicable on the State Government employee pertaining to staff and officers, budget provisions and general directions of the State Government, with regard to the following:

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

22. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Authority and experts and consultants engaged by the Authority.- (1) The conditions of service of the officers and employees of the Authority and any other category of employees in the matter of pay, allowances, leave, joining time, joining time 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 officers and employees of the State Government and drawing the corresponding scales of pay;

(2) Consultants or experts that may be engaged by the Authority:

(a) shall be paid a monthly honorarium as may be determined by the State Government, from time to time;
(b) the consultant or expert may be appointed for a tenure of one year, extendable on year to year basis;
(c) the terms of their appointment may be terminated by the Authority by serving one month's notice.

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

23. Functioning of the Authority.- (1) The office of the Authority shall be located at such place as may be determined by the State Government, from time to time.

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

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

24. Additional powers of the Authority.- (1) In addition to the powers specified in sub-section (2) of section 35 the Authority shall also have the following powers, namely:-

(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, 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, competition, construction, architecture or engineering or law 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 as provided 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 that 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.

25. Manner of recovery of interest, penalty and compensation.- Subject to the provisions of sub-section (1) of section 40, the recovery of the amounts due as arrears of land

revenue shall be recovered in the manner as provided in the Rajasthan Land Revenue Act, 1956 and rules made thereunder.

26. Manner of implementation of order, direction or decisions of the adjudicating officer, the Authority or the Appellate Tribunal.- For the purpose of sub-section (2) of section 40, every order passed by the adjudicating officer, Authority or Appellate Tribunal, as the case may be, under the Act or the rules and regulations made thereunder, shall be enforced by the adjudicating officer, 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

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

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

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

(b) Attested 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 filling counter of the Registry of the Appellate Tribunal or through a registered post or through online system, as applicable.

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

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

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

Provided that where the appellant or his authorised person, as the case may be, fails to appear before the Appellate Tribunal on such days, the Appellate Tribunal may in its discretion either dismiss the appeal for default or decide it on the merits and where the opposite party or his authorised 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 decided by the Appellate Tribunal.

28. Manner of selection of Members of the Appellate Tribunal.-

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

(2) The Selection Committee may, for the purpose of selection of the Member of the Appellate Tribunal, follow such procedure as deemed fit including the appointment of a search committee consisting of such persons as the Selection Committee considers appropriate to suggest a panel of names possessing the requisite qualification and experience and suitable for being considered for appointment as Member of the Appellate Tribunal.

(3) The Selection Committee shall select two persons for each vacancy and recommend the same to the 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 the recommendation by the Selection Committee, appoint one of the two persons recommended by the Selection Committee for the vacancy of the Member.

29. 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 to the Chairperson and Members of the Appellate Tribunal shall be as follows:-

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

(b) the whole time Member shall be paid a monthly salary equivalent to the last drawn salary at the post held by such person, prior to his appointment as a Member of the Appellate Tribunal:

Provided that if the Chairperson or a Member, before the date of assuming office as Chairperson or a Member, as the case may be, was in receipt of or being eligible so to receive any pension in respect of any previous service under the Central Government or the State Government or any authority thereunder, his salary in respect of service as a Chairperson or as a Member, as the case may be, shall be reduced by the amount of that pension and dearness relief thereon, including any portion of the pension which may have been commuted.

(c) Every whole time Member, who was not receiving pension from the Central Government or the State Government or any authority thereunder, shall be paid a monthly salary equivalent to the salaries (dearness allowance inclusive) as admissible to an officer of the rank of Principal Secretary to the Government of Rajasthan. He shall be fixed at the entry level pay as admissible to an officer of such rank;

(d) Every part-time Member, who is not a servant of the Government, shall be paid a sitting fee for each day he attends the meetings of the Appellate Tribunal as may be determined by the State Government, from time to time and they shall not be entitled to any other allowance;

(2) The Chairperson and every whole time Member shall be entitled to thirty days of earned leave for every completed calendar year of service in the Appellate Tribunal. The power to grant or refuse leave to the Chairperson and to revoke or curtail leave granted to him shall vest in the Governor.

(3) The other allowances payable to and conditions of service of the Chairperson and the whole time Member shall be determined by the State Government, from time to time.

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

(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 the 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 judgment of the Appellate Tribunal shall bear the seal of the Appellate Tribunal which shall be in custody with the person designated by the Chairperson of the Tribunal.

(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.

31. Salary and allowances payable and other terms and conditions of service of the officers and other employees of the Appellate Tribunal.- (1) The conditions of service of the officers and employees of the 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 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 or consultants and experts, as the case may be.

32. Additional powers of the Appellate Tribunal.- (1) In addition to the powers specified in of section 53, the Appellate Tribunal shall exercise the following additional powers, namely:-

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

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

33. Administrative powers of the Chairperson of the Appellate Tribunal.- The administrative powers of the Chairperson of the Appellate Tribunal shall include making decisions subject to prevailing service rules applicable on the State Government employees pertaining to Staff and Officers, budget provisions and general directions of the State Government with regard to the following:-

(a) all matters pertaining to creation and abolition of posts;

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

CHAPTER - VIII

Offences and Penalties

34. Terms and conditions and the fine payable for compounding of offence.- (1) The court may compound any offence specified under section 70 on payment of amount as specified in the table given below:-

Table

S.N.	**Offence**	**Amount to be paid for compounding the offence**
1	2	**3**
1.	Punishable with imprisonment under sub-section (2) of section 59	five percent of the estimated cost of the real estate project
2.	Punishable with imprisonment under section 64	five percent of the estimated cost of the real estate project
3.	Punishable with imprisonment under section 66	five 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
4.	Punishable with imprisonment under section 68	five percent of the cost of the plot, apartment or building, as the case may be

(2) On payment of the amount in accordance with sub-rule (1) and subsequent to compliance of the orders of the Authority or Appellate Tribunal as provided under sub-rule (4), any person in custody in connection with that offence shall be set at liberty and no proceedings shall be instituted or continued against such person in any court.

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

(4) 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.

35. Manner of filing a complaint with the Authority and the manner of holding an inquiry by the Authority.- (1) Any aggrieved person may file a complaint with the Authority for any violation under the Act or the rules and regulations made thereunder, save as those provided to be adjudicated by the adjudicating officer, in Form-N, in triplicate until the application procedure is made web based, which shall be accompanied by a fee of rupees one thousand in the form of a demand draft or bankers cheque drawn on a nationalised bank in favor of Authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through online payment, as the case may be.

(2) The Authority 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) above, 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;

(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 the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by it;

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

(h) the Authority shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or the produce any documents which in the opinion of the Authority, may be useful for or relevant to the subject matter of the inquiry;

(i) on the date so fixed, 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 thereunder it shall pass such orders including imposition of penalty as it thinks fit in accordance with the provisions of the Act or the rules and regulations made thereunder;

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

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

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

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

36. Manner of filing a complaint with the adjudicating officer and the manner of holding an inquiry by the adjudicating officer.- (1) Any aggrieved person may file a complaint with the adjudicating officer for interest and compensation under section 12, 14, 18 and 19 in Form-O, in triplicate until the application procedure is made web based, which shall be accompanied by a fee of rupees one thousand in the form of a demand draft or bankers cheque drawn on a nationalized bank in favor of Authority and payable at the branch of that bank at the station where the seat of the said Authority is situated or through online payment, as the case may be.

(2) The adjudicating officer shall for the purposes of adjudging interest 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 promoter;

(b) the promoter 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 promoter 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 promoter,-

(i) pleads guilty, the adjudicating officer shall record the plea, and by order in writing, order payment of interest as specified in rule 17 and such

compensation as he thinks fit, as the case may be, in accordance with the provisions of the Act or the rules and regulations, made thereunder;

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

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

(f) in case the adjudicating officer is satisfied on the basis of the submissions made that the there is need for further hearing into the complaint it may order production of documents or other evidence on a date and time fixed by 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) the adjudicating officer shall have the power to summon and enforce the attendance of any person acquainted with the facts and circumstances of the case to give evidence or the produce any documents which in the opinion of the adjudicating officer, may be useful for or relevant to the subject matter of the inquiry;

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

(i) liable to pay interest or compensation or both, as case may be, the adjudicating officer may, by order in writing, order payment of interest as specified in rule 17 and such compensation, as he thinks fit, as the case may be, in accordance with the provisions of the Act, rules and regulations made thereunder;

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

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

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

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

CHAPTER - IX

Budget and Report

37. Budget, accounts and audit.- (1) The Authority shall maintain proper accounts of its funds and other relevant records. At the end of each financial year, the Authority shall prepare a budget and an annual statement of accounts. The annual statement of accounts shall be prepared in Form-P**.**

(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 prepared under sub-rule (1) shall be signed by the Chairperson, Members, Secretary and the Officer in-charge of Finance and Accounts.

38. Annual Report.- (1)The Authority shall prepare, immediately after the end of the calendar year, its annual report in Form-Q.

(2) In addition to matters specified in section 78, the Authority may include in its Annual Report such other matters as it deems fit.

(3) The annual report shall, after adoption at a meeting of the Authority and singed 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.

CHAPTER - X

Miscellaneous

39. Procedure for inquiry of the charges against the Chairperson or Member of the Authority or the Appellate Tribunal.- (1) In the event of the State Government becoming aware of occurrence of any of the circumstances specified in clause (d) or clause (e) of sub-section (1) of section 26 in case of a Chairperson or Member of the 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, the State Government shall 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.

(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 High Court to appoint a seating Judge of the High Court.

(3) The State Government shall forward to the Judge, appointed under sub-rules (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 enquire in the matter .

(5) Where it is alleged that the Chairperson or Member of the Authority or Appellate Tribunal is unable to discharge the duties of his office efficiently due to any physical or mental incapacity and the allegation is denied, the such Judge may arrange for the medical examination of the Chairperson or Member of the Authority or 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) Thereafter, the State Government shall in consultation with the Chief Justice of the High Court decide to either remove or not to remove the Chairperson or Member of the Authority or Appellate Tribunal, as the case may be.

40. Removal of doubts.- If any doubt arises, relating to interpretation of these rules, decision of the State Government shall be final.

FORM-A

[see rule 3(2)]

APPLICATION FOR REGISTRATION OF PROJECT

To

The Real Estate Regulatory Authority

Rajasthan, Jaipur

Sir,

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

1. The requisite particulars are as under:-

(i) Status of the applicant, whether individual / company / proprietorship firm / society/trust/ limited liability partnership / competent authority: .....

(ii) *(In case of individual)*

(a) Name:

(b) Father's Name:

(c) Occupation:

(d) Permanent address:

(e) Photograph:

(f) Contact details (Phone No., e-mail, Fax No.):

or

(In case of firm / society / trust / company / limited liability partnership / competent authority etc.)

(a) Name:

(b) Address:

(c) Copy of registration certificate as firm / society / trust / company / limited liability partnership / competent authority etc:

(d) Main objects:

(e) Name, photograph and address of chairman/partner/director and authorised person etc.:

(iii) PAN Number 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 of the Real Estate (Regulation and Development) Act, 2016 will be maintained _____:

(v) Details of project land _____:

(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 related to project land, 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 number _____ for an amount of Rs._____/- calculated as per sub-rule (3) of rule 3 of the Rajasthan Real Estate (Regulation and Development) Rules, 2017 or through online payment as the case may be…….(give details of online payment such as transaction number, date etc.):

(ix) Any other information the applicant may like to furnish.

2. I/we enclose the following documents in triplicate, namely:-

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

(ii) audited balance sheet of the promoter for the preceding financial year:

(iii) copy of the legal title deed reflecting the title of the promoter to the land on which the real estate project is proposed to be developed along with legally valid documents for chain of title with authentication of such title:

(iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details:

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

(vi) an authenticated copy of the approvals and commencement certificate (wherever required under local law) 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 (wherever required under local law) 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 (wherever applicable) 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 executed 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 parking areas in each type of parking such as open, basement, stilt, mechanical parking etc. 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.

(Note: If any of the above items is not applicable write "N.A." against the appropriate items)

3. I/We enclose the following additional documents and information regarding ongoing projects, as required under rule 4 of the Rajasthan Real Estate (Regulation and Development) Rules, 2017 and other provisions of the Act, rules and regulations made thereunder, namely:-

(i)

(ii)

(iii)

…..

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

Yours faithfully,

Signature and seal of the applicant(s)

Date:

Place:

FORM-B

[see rule 3(4)]

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, _____ Son/Daughter/Wife of _____ aged _____ R/o _____ 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

   the land is owned by _____who 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 or phase thereof, as the case may be, is enclosed with application.

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 or phase thereof, as the case may be, shall be completed by promoter is _____.

4. That seventy per cent of the amounts realised by 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 only 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 specified by the rules and regulations made under the Real Estate (Regulation and Development) Act, 2016.

10. That I /promoter shall not discriminate on the basis of caste, religion, region, language, sex or marital status against any allottee at the time of allotment of any apartment, plot or building, as the case may be, on any grounds.

Deponent

Verification

I _____ Son/Daughter/Wife of _____ aged _____ R/o _____ do hereby verify that the contents in para No. 1 to 10 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me therefrom.

Verified by me at _____ on this ____ day of _____.

Deponent

FORM-C

[see rule 6(1)]

REGISTRATION CERTIFICATE OF PROJECT

This certificate of registration is hereby granted under section 5 of the Real Estate (Regulation and Development) Act, 2016 to the following project:-

1. Project registration number: _____ :

2. Details of Project: _____ *(Specify details of Project including the project address)*

3. Details of promoter:

(*in the case of an individual*)

Mr./Ms. _____son/daughter/wife of Mr./Ms.----------
R/O_____Tehsil_____District_____State_____
_____;

or

(*in the case of a firm / society / company / competent authority etc.*)

Name of the firm/society/company/competent authority _____ having its registered office/principal place of business at _____.

4. 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 Form-G;

(ii) The promoter shall execute and register a conveyance deed in favour of the allottee for the apartment. Simultaneously he shall also execute and register the conveyance deed for the undivided proportionate title in the common areas to the association of the allottees or the competent authority, as the case may be, as per section 17 of the Real Estate (Regulation and Development) Act, 2016;

(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 of the Real Estate (Regulation and Development) Act, 2016;

(iv) The registration shall be valid for a period of _____ years commencing from _____and ending with _____unless extended by the Real

Estate Regulatory Authority in accordance with section 6 of the Real Estate (Regulation and Development) Act, 2016 read with rule 7 of the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(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.

5. 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.

6. The Login Id and password for the purpose as provided under clause (a) of sub-section (1) or sub-section (2) of section 5 of the Real Estate (Regulation and Development) Act, 2016, as the case may be, is enclosed herewith.

Signature and seal

Date: Authorised Officer of the Real Estate Regulatory Authority

Place:

FORM-D

[see rule 6(2), rule 7(4), rule 8]

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

From:

The Real Estate Regulatory Authority,

Rajasthan, Jaipur

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 period 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-

Signature and seal

Authorized Officer of the Real Estate Regulatory Authority

Date :

Place :

FORM-E

[see rule 7(1)]

APPLICATION FOR EXTENSION OF REGISTRATION OF PROJECT

From: _____

_____

_____

To

The Real Estate Regulatory Authority,

Rajasthan, Jaipur

Sir,

I/We hereby apply for renewal of registration certificate 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 or bankers cheque No. _____ dated _____ drawn on _____ bank or proof of online payment _____for rupees _____ in favour of the Authority for extension of registration of Project as provided under sub-rule (2) of rule 7;

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

(iii) Explanatory note regarding the stage 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 original project registration certificate; and

(vi) Any other information as may be specified by the regulations.

Yours faithfully,

Date:

Place: Signature and seal of the applicant(s)

FORM-F

[see rule 7(4)]

CERTIFICATE FOR EXTENSION OF REGISTRATION OF PROJECT

This certificate of extension of registration is hereby granted under section 6 of the Real Estate (Regulation and Development) Act, 2016, 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/daughter/wife of_____

   Mr./Ms._____Tehsil_____District _____State_____;

   or

   (*in the case of a firm / society / company / competent authority etc.*)

   Name of 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 or the common areas as per section 17;

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

   (iii) The registration shall be extended by a period of _____ (days/weeks/months) and shall be valid until_____ commencing from _____and ending with _____unless further extended by the Real Estate Regulatory Authority in accordance with section 6 of the Real Estate (Regulation and Development) Act, 2016 read with rule 7 of the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

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

   (v) The promoter shall not contravene the provisions of any other law for the time being in force in the area where the project is being developed;

   (vi) If the above mentioned conditions are not fulfilled by the promoter, the 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.

Signature and seal

Authorized Officer of the Real Estate Regulatory Authority

Date :

Place :

FORM-G

[see rule 9]

Agreement for Sale

Affix Color photograph of Allottee/ First Allottee with signature across the photograph

Affix Color photograph of the authorized signatory of Promoter with signature across the photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this …….. day of ……. Two thousand and …….at ……..……

By and Between

[if the promoter is a company]

M/s ……(CIN No. …..……) a company incorporated under the provisions of the Companies Act, 1956/ 2013 and having its registered office at ……. and its corporate office at ……..and its PAN is……, represented by its auothorised signatory……..(Aadhar No. …….) authorised vide board resolution dated ……hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the ONE PART.

OR

[if the promoter is a partnership firm]

M/s …….. a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at ……and its PAN is…… represented by its auothorised partner…….……..(Aadhar No. …….) duly authorized vide authority letter dated …… passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Promoter"), which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners of the ONE PART.

OR

[if the promoter is an individual]

Mr./Mrs./Ms……. (Aadhar No…….) son/daughter/wife of Mr. …… aged about …….. years, R/o……..its PAN is…… (hereinafter singly/ jointly, as the case may be, referred to as the "Promoter", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal successor(s), administrators, executors successors & permitted assignees) of the ONE PART.

AND

[if the allottee is an individual]

Mr./Mrs./Ms……. son/daughter/wife of Mr. …… aged about …….. years, R/o……... (Aadhar No. ……....) (PAN ……) (hereinafter singly/ jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

OR

[if the allottee is a partnership firm]

M/s …….. a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at ……(PAN-……) through the partner Mr./Ms……(Aadhar No……) duly authorized vide authority letter dated …… passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees including those of the respective partners) of the OTHER PART.

OR

[if the allottee is a company]

M/s……(CIN No……...) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at ……..and its PAN is…… through Mr. ……(Aadhar No……..), its authorized signatory who has been duly empowered vide Board Resolution dated …… (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

Mr./Ms. ……(Aadhar No……...) son/daughter/wife of…….. aged about…….. years for self and as the Karta of the HUF, having its place of business/ residence at……(PAN-……) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(*Details of other allottees to be inserted, in case of more than one allottee*)

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

INTERPRETATIONS/ DEFINITIONS:

(1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –

(a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
(b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
(c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
(d) "Para" means a Para of this Agreement;
(e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
(f) "Regulation" means the Regulation made under the Act;

(g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;

(h) "Schedule" means the Schedule attached to this Agreement; and
(i) "Section" means the section of the Act.

(2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

A. the Promoter is in lawful possession of the land khasara No. …….. of revenue village ……situated in …….., Tehsil……. /City……District ……. with a total area admeasuring of ……. square meters (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. the Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from …… or from …… Development Authority/ Urban Improvement Trust/ Municipal Corporation/ Council / Board …….. in auction, as stated in the Conveyance deed/ Lease-deed dated …….. , registered on …….. in the office of Sub-Registrar …… in its Book No. …… Volume No. …… at Page No……. bearing Serial No. ….. and an additional copy of the same was also pasted in its additional Book No. …… Volume No. ……. at Page No. …….

OR

the owner of the Land is Mr./Mrs./M/s…….. son/daughter/wife of …….. R/o…… The Land was purchased by such owner from …… or from …… Development Authority/ Urban Improvement Trust/ Municipal Corporation/ Council / Board …….. in auction, as stated in the Conveyance deed/ Lease-deed dated …….. , registered on …….. in the office of Sub- Registrar …… in its Book No. …… Volume No. …… at Page No……. bearing Serial No. ….. and an additional copy of the same was also pasted in its additional Book No. …… Volume No. ……. at Page No. ……. the consent of such owner of the Land has been taken and as such a collaboration agreement/development agreement /joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on …….. in the office of Sub- Registrar …… in its Book No. …… Volume No.

…… at Page No……. bearing Serial No. ….. and an additional copy of the same was also pasted in its additional Book No. …… Volume No. ……. at Page No. ……..

C. the said land is earmarked for the purpose of .....[commercial/residential/any other purpose] project, comprising …….multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as …….' ("Project")

OR

the said land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising ……..…….plots and [insert any other components of the Projects] and the said project shall be known as ……..…….' ("Project")

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

D. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

E. the ……..[*Please insert the name of the concerned competent authority*] has granted the commencement certificate to develop the Project vide its approval number .....dated …….;

F. the Land is free from all encumbrances.

OR

the details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under :-

……
……
……

G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as '…….' , (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring …….. square meters situated at ……. and latitude & longitude of the end points of the Project are ……. respectively. The location details are fully described in the Schedule-I.

H. the Project has been registered with the Real Estate Regulatory Authority on ……(date) and the Project Registration Certificate No. is ……. . This registration is valid for a period of……. years commencing from…….. and ending

with…… unless extended by the Authority. The details of the Promoter and Project are also available in the website (www…….) of the Authority.

I. the layout plan/ site plan of the Project (…… Phase / whole Project) has been sanctioned vide No..... dt…… by the ……. (competent authority), and copy of which is enclosed as Schedule-2.

J. approval of specifications of the Project and permission of building construction upto…….meters height (……..floor) under the relevant legal provisions has been accorded vide No…… date…… by the …….. (competent authority). The specifications of the Project are as under :-

……
……
……
……

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

K. the details of Floor plan of the Apartment No…… and for tower/ block of the Project is given in Schedule-3.

L. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as under :-

……..……
…….
..……
……

M. the details of 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 and other internal development works proposed to be provided in the Project are as under :-

……
……..
……
……..….

N. the details of other external development works to be taken for the Project are as under :-

……
……
……
……

O. the details of specifications of material used in construction are as under :-

……
……
……
……

P. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed

Q. temporary fire NOC for the Project has been accorded by the……vide No……. dated…….
(Applicable only in case such NOC is required under local law)

R. the Airport Authority of India has also granted NOC for height clearance for the Project vide No…… date…….
(Applicable only in case such NOC is required under local law)

S. Environmental Clearance from the department concerned has been obtained or the Project.
(Applicable only in case such clearance is required under local law)

T. Public Health & Engineering Department has also given NOC for developing the Project
(Applicable only in case such NOC is required under local law)

U. the Promoter has opened a separate account in Branch …….of..... Bank for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4.

V. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application dated……. The allottee(s) has also deposited a sum of Rs…… (in words Rupees…….) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

W. the Alottee has applied for an apartment in the Project vide application no. ….. dated …….. and has been allotted apartment no. ….. having carpet area of …….. square feet, type ……, on …. floor in [tower/block/building] no. ……. ("Building") along with garage/covered parking no. ……. admeasuring …… square feet in the ……. [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes covered car parking/basement car parking/stilt car parking.

or

the Alottee has applied for a plot in the Project vide application no. ….. dated …….. and has been allotted plot no. ….. having area of …….. square feet and plot for garage/covered parking no. ……. admeasuring …… square feet (*if applicable*) in the ……. [*Please insert the location of the garage/covered parking*], as permissible under the applicable law and of pro-rata share in the common areas as defied under clause (n) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-4;

X. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

Y. 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;

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

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY:-

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Plot as specified in para 'W'

1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs. …… (in words Rupees…… only) **("Total Price")** (Give break-up and description):-

Block/ Building/ Tower no…….. Apartment no. … Type…… Floor……..	Rate of Apartment per square feet*
Total Price (in Rupees)	----------

* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	----------

OR

and (if/as applicable)

Plot No. ……... Type …….... Location ……..	Rate of Plot per square feet*
Total price (in Rupees)	----------

* Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Terms No. 11 etc., if/ as applicable.

and (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	----------

Explanation :

(i) The Total Price above includes the booking amounts of Rs…….. (Rupees…….....) paid by the allottee to the Promoter towards the Apartment / Plot as mentioned in Para 'W'.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment// Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and

in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) 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 price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/ booking amount from the Allottee(s) a sum of Rs. ……/- (Rupees ……. only) (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price of Rs…….. and the Allottees(s) agrees and undertakes to pay the balance amount of Rs…….. of the total price strictly in accordance with the payment plan given below :-

Stage of development works & completion of the Unit (with details of works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount in Rs.	Period within which the installment amount is to be paid by the Allottee

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) 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(s) by the Promoter.

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities

described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.

1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;

(ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;

(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.

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

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.11 The Allottee has paid a some 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 at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Aloottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ---- ---------- payable at ---------- .

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

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation 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 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

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

7. **POSSESSION OF THE APARTMENT / PLOT**:

7.1 **Schedule for possession of the said Apartment of Plot** – The Promoter agrees and understands that timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on---------- , unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (*"Force Majeure").* If, however, the completion of 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(s) 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(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the

Promoter and 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(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **Failure of Allottee to take possession of Apartment/ Plot**- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) 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(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment/ Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall

be liable, on demand to the Allottee, 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 including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Alloottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of dealy, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

(i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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;

(In case the Promoter is not owner of the Land, give details of collaboration with such owner)

(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 provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;

(In case litigation, give details)

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit 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, Unit 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(s) 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) 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 Unit to the Allottee(s) and the common areas to the Maintenance Society;

(x) The Schedule Property is not the subject matters 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 till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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, namely:-

(i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

(ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

(i) In case the Allottee(s) fails to make payments for ---------- consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

(ii) In case of default by Aloottee under the conditions listed above continues for a period beyond ---------- consecutive months after notice from the Promoter in this regard, the

Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

10. **CONVEYANCE OF THE SAID APARTMENT/ POLT :**

The Promoter, on receipt of Total Price of the Apartment/ Plot as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment’s etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be

permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

15. **GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said 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 said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 Aloottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions..

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

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

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.

19. **BINDING EFFECT** :

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

20. **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.

21. **RIGHT TO AMEND :**

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

22. **PROVISIONS OF THIS AGREEMENT APPLICABLE 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 said Apartment/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.

23. **WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving 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.

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

24. **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 the conform to

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the 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.

26. **FURTHER ASSURANCES:**

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

27. **PLACE OF EXECUTION :**

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

28. **NOTICES:**

All the 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:-

M/s…….(Promoter's name)	Allottee(s) name
Address……..	Address……..

It shall be the duty of the Parties to inform each other of any changes 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(s), as the case may be.

29. **JOINT ALLOTTEE:**

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

30. **SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of 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 or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31. **GOVERNING LAW:**

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

32. **DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act.

(Note:- Any other terms & conditions as per contractual understanding between the Parties can be inserted. However, such terms should not in derogation of or inconsistent with the terms & conditions of this Agreement or the provisions of the Act and rules/ regulation made thereunder.)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at ……. in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on ……

Passport size photograph with signature across the photograph (First- Allottee)	Passport size photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at …… on ……..

PROMOTER For and on behalf of M/s
Name
Signature

Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

Name of Revenue village and Tehsil	Khasra No.	Area (in meters)
	Total Area	

or

Name of Scheme/Colony and City	Plot No.	Area (in meters)

2- The piece and parcel of the plot of land in site is bounded on the :-

In North …….

In South ……..

In East ……

In West ……

And measuring

North to South ……

East to West …….

3- Latitude/ Longitude of the end points of the Project

In North …….

In South ……..

In East ……

In West ……

4- Other details of the location of the Project

5- Location Map

SCHEDULE-2

(Lay-out Plan of the Project)

SCHEDULE-3

(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4

[Description of the Apartment/Plot and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

SCHEDULE-6

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

FORM-H

[see rule 10(1)]

APPLICATION FOR REGISTRATION OF REALESTATE AGENT

To

The Real Estate Regulatory Authority

Rajasthan, Jaipur

Sir,

I/We hereby apply for the grant of registration as a real estate agent to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in real estate projects registered in the State of Rajasthan in terms of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations made thereunder,

1. (*in the case of an individual*)

Mr./Ms. _____ son/daughter/wife of Mr./Ms._____Tehsil_____District_____State _____;

OR

(*in the case of a firm / society / company etc.*)

Name of firm/ society/ company etc _____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 / society / partnership firm / limited liability partnership etc.;

(ii) (*In case of individual*)

(a) Name (individual/proprietorship firm)

(b) Father's Name

(c) Occupation

(d) Permanent address

(e) Contact details (Phone No., e-mail, Fax etc.)

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

or

(*In case of firm / society / company etc.*)

(a) Name

(b) Address

(c) Copy of registration certificate as firm / society / company etc.

(d) Major activities

(e) Contact details (Phone No., e-mail, Fax etc.)

(f) Name, photograph, contact details and address of partners / directors etc.

(iii) Particulars of registration as company / proprietorship firm / society / partnership firm / limited liability partnership etc., including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(iv) Authenticated copy of the address proof of the place of business;

(v) Details of registration in any other State or Union territory;

(vi) Any other information the applicant may like to furnish.

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

(i) Demand Draft/ Bankers Cheque No. _____ dated _____ for a sum of Rs. _____, in favour of the Authority, drawn on _____ bank as registration

fee as per sub-rule (2) of rule 10 or through online payment, as the case may be. _____(give details of online payments)

(ii) Authenticated copy of the PAN card of the real estate agent; and

(iii) 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 and nothing has been concealed by me/ us therfrom.

Yours faithfully,

Signature and seal of the applicant(s)

Date:

Place:

FORM-I

[see rule 11(1)]

REGISTRATION CERTIFICATE OF REAL ESTATE AGENT

Certificate No.

This certificate of registration is hereby granted under section 9 the Real Estate (Regulation and Development) Act, 2016 to

(*in the case of an individual*)

Mr./Ms. _____ son/daughter/wife of Mr./Ms._____Tehsil_____District_____State_ _____;

or

(*in the case of a firm / society / company etc.*)

Name of 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 State of Rajasthan in terms of the Act and the rules and regulations made thereunder,

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

(i) The real estate agent shall not facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, being sold by the promoter which is required but not registered with the 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 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 Authority may take necessary action against the real estate agent including revoking the registration granted to him, as per the provisions of the Act and the rules and regulations made thereunder.

Signature

seal of the Authorized Officer

of the Real Estate Regulatory Authority

Date:

Place:

FORM-J

[see rule 11(2), 12(4), 13]

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

From:

The Real Estate Regulatory Authority,

Rajasthan, Jaipur

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 _____

Signature and seal

Authorized Officer of the Real Estate Regulatory Authority

Date:

Place:

FORM-K

[See rule 12(1)]

APPLICATION FOR RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

From:

_____
_____
_____

To

The Real Estate Regulatory Authority,
Rajasthan, Jaipur

Sir,

I/we hereby 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 or bankers cheque no._____ dated _____ for Rs._____ in favour of the Authority drawn on_____ bank or a proof of online payment for rupees_____ in favour of the Authority as renewal of registration fee (give details of online payments);

(ii) The authenticated copy of the registration certificate; and

(iii) Status of the applicant, whether individual / company / proprietorship firm / society / partnership firm / limited liability partnership;

(iv) (*In case of individual)*

(a) Name (individual/proprietorship firm)

(b) Father's Name

(c) Occupation

(d) Permanent address

(e) Contact details (Phone No., e-mail, Fax etc.)

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

or

(In case of firm / society / company etc.)-

(a) Name
(b) Address
(c) Copy of registration certificate as firm / society / company etc.
(d) Major activities
(e) Contact details (Phone No., e-mail, Fax etc.)
(f) Name, photograph, contact details and address of partners / directors etc.

(v) Particulars of registration as proprietorship/ firm/ partnership/ society/ company etc including the bye-laws, memorandum of association, articles of association etc. as the case may be;

(vi) Authenticated copy of the address proof of the place of business;

(vii) Authenticated copy of PAN card of the real estate agent;

(viii)Authenticated copy of the registration as a real estate agent in any other State or Union territory, if applicable;

(ix) Any other information as specified by regulations.

Yours faithfully,

Signature and seal of the applicant(s)

Date:

Place:

FORM-L

[see rule 12(4)]

RENEWAL OF REGISTRATION OF REAL ESTATE AGENT

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

(in the case of an individual)

Mr./Ms._____ son/daughter/wife of Mr./Ms._____Tehsil_____District_____State_____;

or

(in the case of a firm / society / company etc.)

Name of firm / society / company etc _____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 Authority by regulations;

3. This renewal of registration is valid for a period of five years commencing from_____and ending with_____ unless further 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.

Signature and seal

Authorized Officer Real Estate Regulatory Authority

Date:

Place:

FORM-M

[see rule 27(2)]

Appeal to Appellate Tribunal under section 44 of the Real Estate (Regulation and Development) Act, 2016

For use of Appellate Tribunal's office:

Date of filing: _____

Date of receipt by post/at counter/online: _____

Registration No.: _____year_____

Signature of Registrar:_____

Seal_____

IN THE RAJASTHAN 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 office / residence of the appellant:

   (iii) Address for service of all notices:

   (iv) Contact details (Phone/Mobile/e-mail)

2. Particulars of the respondents:

   (i) Name(s) of respondent:

   (ii) Address of the office / residence of the respondent:

   (iii) Address for service of all notices:

   (iv) Contact details (Phone/Mobile/e-mail)

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 of the Real Estate (Regulation and Development) Act, 2016;

   or

   If the appeal is filed after the expiry of the limitation period specified under sub-section (2) of section 44 of the Real Estate (Regulation and Development) Act, 2016;

   specify reasons for delay _____

5. Facts of the case:

   (give a concise statement of facts and grounds of appeal against the order of regulatory authority or the adjudicating officer, as the case may be, passed under section(s) _____of the Real Estate (Regulation and Development) Act, 2016 or rule(s) _____ of the Rajasthan Real Estate (Regulation and Development) Rules, 2017 or .....Regulations made under 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 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 is 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/bankers cheque/online payment in respect of the fee in terms of sub-rule (1) of rule 27:
   (i) Amount
   (ii) Name of the bank on which drawn
   (iii) Demand draft/ bankers cheque number
   (iv) Details of online payment
10. List of enclosures:
   (i) An authenticated 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) Other documents as annexed along with the appeal.
   (iv) An index of the documents.

Verification

I_____ (full name in block letters) son/daughter/wife of _____ aged_____ R/o_____ the appellant do hereby verify that the contents of paragraphs 1 to 10 above are true in my best knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the appellant(s)

Instructions:

(1) Every appeal filed 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 4 centimeters width on top and with a right margin on 2.5 centimeters and left margin of 5 centimeters, duly paginated, indexed and stitched together in paper book form.

(2) Every appeal shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the appeal.

FORM-N

[see rule 35(1)]

Complaint to the Real Estate Regulatory Authority under section 31 of the Real Estate (Regulation and Development) Act, 2016

For use of Regulatory Authority(s) office:

Date of filing: _____

Date of receipt by post/at counter/online: _____

Complaint No.: _____year_____

Signature of the Registrar/Secretary:_____

Seal_____

BEFORE THE REAL ESTATE REGULATORY AUTHORITY .....(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 office / residence of the complainant:

   (iii) Address for service of all notices:

   (iv) Contact details (Phone/Mobile/e-mail):

2. Particulars of the respondents:

   (i) Name(s) of respondent:

   (ii) Address of the office / residence of the respondent:

   (iii) Address for service of all notices:

   (iv) Contact details (Phone/Mobile/e-mail):

3. Jurisdiction of the Real Estate Regulatory Authority:

   The complainant declares that the subject matter of the claim falls within the jurisdiction of the Real Estate 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 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 or matter is 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/bankers cheque/online payment in respect of the fee in terms of sub-rule (1) of rule 35:

   (i) Amount
   (ii) Name of the bank on which drawn
   (iii) Demand draft/ bankers cheque number
   (iv) Details of online payment

9. List of enclosures:

[Specify the details of enclosures with the complaint along with index of documents]

Verification

I_____ (full name in block letters) son/daughter/wife of _____ aged_____ R/o_____ the complainant do hereby verify that the contents of paragraphs 1 to 9 above are true in my best knowledge and belief and that I have not suppressed any material fact(s).

Signature of the complainant(s)

Date:

Place:

Instructions:

(1) Every complaint filed 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 4 centimeters width on top and with a right margin on 2.5 centimeters and left margin of 5 centimeters, duly paginated, indexed and stitched together in paper book form.

(2) Every complaint shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the complaint.

FORM-O

[see rule 36(1)]

Application to Adjudicating Officer

(Claim for compensation under section 31 read with section 71 of the Real Estate (Regulation and Development) Act, 2016)

For use of Adjudicating Officer's office:

Date of filing: _____

Date of receipt by post/at counter/online _____

Complaint No.: _____Year_____

Signature of the Authorized Officer: _____

Seal _____

BEFORE THE ADJUDICATING OFFICER..... (Name of place)

Between

_____ Applicant

And

_____ Respondent

Details of claim:

1. Particulars of the applicant:

   (i) Name of the applicant:

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

   (iii) Address for service of all notices:

(iv) Contact details (Phone/Mobile/e-mail):

(v) Details of allotment:

2. Particulars of the respondents:

(i) Name(s) of respondent:

(ii) Office address of the respondent:

(iii) Address for service of all notices:

(iv) Contact details (Phone/Mobile/e-mail):

(v) Registration number and address of the 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.

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 is not pending with any other court etc.:

The applicant further declares that the matter regarding which this application 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/bankers cheque/online payment 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/ bankers cheque number

(iv) Details of online payment

8. List of enclosures:

[Specify the details of enclosures with the complaint along with index of documents]

Verification

I_____ (full name in block letters) son/daughter/wife of _____ aged_____ R/o_____ the applicant do hereby verify that the contents of paragraphs 1 to 8 above are true in my best of knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the applicant(s)

Instructions:

(1) Every application 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 4 centimeters width on top and with a right margin on 2.5 centimeters and left margin of 5 centimeters, duly paginated, indexed and stitched together in paper book form.

(2) Every application shall be presented along with an empty file size envelope bearing full address of the respondent and where the number of respondents are more than one, then sufficient number of extra empty file size envelopes bearing full address of each respondent shall be furnished by the party preferring the application.

FORM-P

[see rule 37]

ANNUAL STATEMENT OF ACCOUNTS

Receipts and Payments Account

For the year _____

(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 investments			15.2.	By Retirement benefits		
7.2.	To Income on Deposits			15.3.	By Other benefits		
8.	To Loans:			15.4.	By Travelling expenses:		
8.1.	To Government			15.4.1	By Overseas		
8.2.	To Others (specify)			15.4.2	By Domestic		
9.	To Sale of Assets			16.	By Hire of Conveyance		
10.	To Sale of Investments			17.	By Wages		
11.	To Recoveries from pay bills			18.	By Overtime		
11.1	To Loans and Advances Principal Amount			19.	By Honorarium		
11.2	To Interest on Loans and Advances			20.	By Other office expenses		
11.3	To Miscellaneous			21.	By Expenditure on Research		
51	To Others (Specify)			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)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Income and Expenditure Account

For the 1st April _____to 31st March_____

(In Rupees)

A/c Code	Expenditure	Schedule	Current year As on	Previous Year As on	A/c Code	Income	Schedule	Current year As on	Previous year As on
13.	To Chairperson and Members				2.	By Fee, Charges and Fine	A		
13.1.	To Pay and Allowances				2.1.	By Fee			
13.2.	To Other benefits	C			2.2.	By Charges			
13.3.	To Travelling Expenses				2.3.	By Fines			

13.3.1.	To Overseas				2.4.	By Others (specify)			
13.3.2.	To Domestic				3.	By Grants	B		
14.	To Officers				3.1.	By Account with Government			
14.1.	To Pay and Allowances				3.2.	By Others (Specify)			
14.2.	To retirement Benefits	D			4.	By Gifts			
14.3.	To Other Benefits	C			5.	By Seminars and Conferences			
14.4.	To Traveling Expenses				6.	By Sale of Publications			
14.4.1.	To Overseas				7.	By Income on investments and Deposits			
14.4.2.	To Domestic				7.1.	By Income on investments			
15.	To Staff				7.2.	By Income on Deposits			
15.1.	To Pay and Allowances				11.2.	By Interest on Loan and Advances			
15.2.	To Retirement Benefits	D			12.	By Miscellaneous Income			
15.3.	To Other Benefits	C			12.1.	By Gain on Sales of Assets			
15.4.	To Traveling expenses					By Excess of expenditure over income			
15.4.1.	To Overseas					(Transferred to Capital Fund Account)			
15.4.2.	To Domestic								
16.	To hire of Conveyance								
17.	To Wages								
18.	To Overtime								
19.	To Honorarium								
20.	To Other office expenses	E							
21.	To expenditure on Research								
22.	To Consultation expenses								
23.	To Seminars and conferences								
24.	To Publications of Authority								
25.	To Rent and Taxes								
26.	To Interest on								

	loans								
27.	To Promotional Expenses								
28.	To membership fee	F							
29.	To Subscription	G							
35.	To Others								
35.1.	To Leave Salary and Pension								
35.2.	Contribution								
35.3.	To Audit Fee								
35.4.	To Misc.								
37.	To Depreciation	H							
48.	To Loss on sale of assets								
49.	To Bad Debts written off								
50	To Provision for bad & doubtful debts								
	To Excess of income over Expenditure								
	(Transferred to capital Fund Account)								
	Total					Total			

Member(s) (Signature) Chairperson (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

Balance Sheet as on 31st March _____

(In Rupees)

Code	Liabilities	Schedule	Current Year As on	Previous Year As on	A/c Code	Assets	Schedule	Current Year As on	Previous Year As on
40.	Funds	I			43.	Fixed Assets	H		
40.1.	Capital Fund				43.1.	Gross Block at Cost			
	Add Excess of Income over Expenditure/less excess of Expenditure over Income					Less Cumulative depreciation			
40.2.	Other Funds (Specify)				42.2.	Net Block			
41.	Reserves	J			44.	Capital Work-in-progress	M		
8.	Loans	K			31.	Investments & Deposits	N		
8.1.	Government				31.1.	Investment			

8.2.	Others				31.2.	Deposits			
42.	Current Liabilities and provisions	L			33.	Loans and Advances	O		
					3.1.	Account with Government	S		
					45.	Sundry Debtors	P		
					36.	Cash and Bank Balances	Q		
					46.	Other Current Assets	R		
	Total					Total			
	Accounting Policies and Notes to	T							

Instructions: (1) The Schedules referred above shall be prepared by the Authority based on accounting principles followed by the State Government or as suggested by the Comptroller and Auditor General of India from time to time.

(2) The Schedules referred to above shall form an integral part of the Income and Expenditure Account or the Balance Sheet, as the case may be.

Member(s) (Signature) Chairperson (Signature)

Secretary (Signature)

Officer In-charge (Finance and Accounts)

FORM-Q

[see rule 38]

Annual Report to be prepared by the Authority

A. Introduction:
   (i) Chairperson's statement:
   (ii) Objectives:
   (iii) Important achievements:
   (iv) The year in review:
      a. Landmark decisions:
      b. Legislative work:
      c. Outreach programme:
   (v) Capacity building:
   (vi) International engagements:
   (vii) Impact on :
      a. Allottees :
      b. Promoters :
      c. Real Estate Agents :
      d. Economy :

B. Registration of promoters and real estate agents under the Act :
   I. 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

II. In relation to Real Estate Agents:

Serial Number	Name of Real Estate Agent	Address of Real Estate Agent	Registration Fee paid	Registration Number	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	9

C. Number of cases filed before the Authority and the adjudicating officer for settlement of disputes and number of cases disposed :

SI. No.	No. of cases pending in the last quarter with the Authority	No. of cases received during the quarter by the Authority	No. of cases disposed of by the Authority

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

D. Statement on the periodical survey conducted by the 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

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

SI. No.	Subject	Steps taken	Results achieved

F. Statements on directions of the Authority and the penalty imposed for contraventions of the Act and the rules and regulations made thereunder and statement on interest and compensations ordered by the adjudicating officer.

SI. No.	Name of the promoter	Details of the directions issued by the Authority/adjudicating officer	Penalty/interest/ compensations imposed	Whether paid

SI. No.	Name of the allottee	Details of the directions issued by the Authority/adjudicating officer	Penalty/interest/ compensations imposed	Whether paid

SI. No.	Name of the real estate agent	Details of the directions issued by the Authority/adjudicating officer	Penalty/interest/ compensations imposed	Whether paid

G. Investigations and inquiries ordered by the Authority or the adjudicating officer:
(A brief narrative of investigations and inquires taken up by the Authority or the adjudicating officers and references received from the competent authority or the State Government.)
.....
.....

H. Orders passed by the Authority and the adjudicating officer:
(A brief narrative of orders passed by the Authority or the adjudicating officers separately for where no offence is made out, and in case offence is proved, category-wise for each category of orders passed alongwith a tabular statement indicating the sections under which the order was passed and brief particulars of the orders.)
.....

I. Execution of the orders of the Authority and imposition of penalties:
(i) monetary penalties:
(details of recovery of penalty imposed, details of penalty imposed but not recovered, total number of matters and total amount of monetary penalty levied, total amount realized by resorting to rule 25)
.....
(ii) matters referred to court under section 59:
(total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year)
.....
(iii) matters referred to court for execution of order under section 40:
(total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year)
.....

J. Execution of the orders of the adjudicating officer and imposition of interest and compensation:
(i) interest and compensations:
(details of interest and compensation imposed, details of interest and compensation imposed but not paid, total number of matters and total amount of interest and compensations imposed, total amount realised by resorting to rule 25)
.....
(ii) matters referred to court for execution of order under section 40:

(total number of matters referred to the court during the year, total number of matters disposed of by the court during the year, total number of matters pending with the court at the end of the year)

.....

K. Appeals:

(i) Number of appeals filed against the orders of the Authority or the adjudicating officer in the year:

(ii) Number of appeals pending at the beginning of the year:

(iii) Appeals filed during the year :

(iv) Number of appeals allowed by the Appellate Tribunal during the year:

(v) Number of appeals disallowed by the Appellate Tribunal during the year:

(vi) Brief write up on the appeals allowed by the Appellate Tribunal:

L. References received from the State Government under section 33:

(a brief narrative on references received from the State Government under section 33 providing for-number of references received during the year, number of references disposed of during the year, number of references pending at the end of the year)

.....

M. Advocacy measures under sub-section (3) of section 33:

(A brief narrative on activities undertaken under sub-section (3) of section 33)

(i) Workshops, seminars and other interactions with public/experts/policy makers regulatory bodies on laws and polices relating to the real estate sector and for creating awareness on the same:

.....

(ii) Papers and studies published for advocacy on laws and policies relating to the real estate sector and for creating awareness on the same:

.....

(iii) Consultation papers published/placed on website of the Authority:

.....

(iv) Analytical papers prepared and examined:

.....

(v) Others:

.....

N. Administration and establishment matters:

(i) Report of the Secretary:

.....

(ii) Composition of the Authority:

.....

(iii) Details of Chairperson and Members appointed in the year and those who demitted office:

.....

(iv) Details of adjudicating officers appointed in the year and those who demitted office:

.....

(v) Organizational structure:

.....

(vi) A tabular statement containing information on personnel in the Authority, category wise: (sanctioned posts, posts filled up, vacancies, appointments made in the year etc.)

.....

O. Experts and consultants engaged: (details of number of experts and consultants appointed in the year and of those who demitted office.)

.....

P. Employee welfare measures, if any, beyond the regular terms and conditions of employment, undertaken by the Authority:

.....

Q. Budget and Accounts:

(i) Budget estimates and revised estimates, under broad categories:

.....

(ii) Receipts under broad categories in the Real Estate Regulatory Fund established under sub-section (1) of section 75:

.....

(iii) Actual expenditure under broad categories:

.....

(iv) Balance available in the Real Estate Regulatory Fund under sub-section (1) of section 75:

.....

(v) Any other information:

.....

R. International cooperation: (A brief narrative of international cooperation, if any, undertaken by the Authority.)

.....

S. Capacity Building: (A brief narrative of capacity building initiative undertaken including,-

(i) number of employees (category wise and grade wise) trained in house with details of such programmes like content, duration and faculty;

(ii) number of employees (category wise and grade wise) trained by outside institutions (separately within Indian and outside India) with details of names of institutions and duration also to specify whether training was under internship, exchange programme, fellowships, study leave, special arrangements with foreign universities/institutions; and

(iii) expenditure of capacity building initiatives.

.....

T. Ongoing programmes: (A brief narrative of ongoing programmes.)

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U. Right to Information: A brief narrative of,-

(i) number of applications received for seeking information under the Right to Information Act, 2005;

(ii) number of applications for which information has been provided;

(iii) number of application pending;

(iv) number of appeals filed before the First Appellate Authority;

(v) number of appeals which have been disposed of by First Appellate Authority;

(vi) number of appeals pending with the First Appellate Authority;

(vii) number of applications/appeals not disposed of in the stipulated time frame.

Chairperson (Signature)

Member (s) (Signature)

By Order of the Governor,

(Rajendra Singh Shekhawat)
Joint Secretary-I to the Government